

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7110</u>

# <u>SCHEDULED SALE DATE AND TIME:</u> 10:00 a.m. (local time) on September 20, 2022. <u>LOCATION:</u> SE REGION-WILD, 3580 STATE PARK DRIVE, BAY CITY, MI 48706.

<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 Game Area Manager, CASS CITY FIELD OFFICE, for certain timber on the following described lands:

<u>Crawford Aspen Mix</u> (55-140-22) / T13N, R11E, SEC. 12, S1/2NW,N1/2SW. Tuscola County, Advertised Price \$8,333.00, 21.7 Acres, Aspen, Hardwood.

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

Access may be through other public land.

Sargent Brown's Aspen (55-141-22) / T13N, R11E, SEC. 2, SENW,S1/2NE. Tuscola County, Advertised Price \$14,785.75, 36.2 Acres, Aspen, Hardwood.

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

Access may be through other public land.

Wigwam Aspen (58-001-22) / T19N, R06E, SEC. 28, W1/2NE. Arenac County, Advertised Price \$19,511.80, 28.9 Acres, Aspen, Hardwood.

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

Access may be through other public land.

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

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

Bids must be received by the Unit Manager, BAY CITY OFFICE, 3580 State Park Drive, Bay City, MI 48706, no later than 10:00 a.m. (local time) on September 20, 2022. For further information concerning this sale, contact Don Bonnette at 989-385-5616.

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

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

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

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

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

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

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

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

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

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

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

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

# 7. Down Payment (1/11)

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

# 8. Performance Security (1/11)

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

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

# 9. Timber Sale Contract (7/18)

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

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

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

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

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

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

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

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

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

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

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

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

a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.

b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

DAN EICHINGER Director

# TIMBER SALE INFORMATION

#### Crawford Aspen Mix (55-140-22) T13N, R11E, SEC. 12. Tuscola County (Advertised Price \$8,333.00)

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

Access may be through other public land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ADVERTISED PRICE	
Sawtimber					
American Elm	24.2	MBF	\$	22.00 / MBF	
Green Ash	40.5	MBF	\$	22.00 / MBF	
Mixed Aspen	109.2	MBF	\$	24.00 / MBF	
Paper Birch	8.2	MBF	\$	24.00 / MBF	
Pulpwood					
Mixed Aspen	190	Cords	\$	11.00 / Cord	
Mixed Hardwood	220	Cords	\$	9.10 / Cord	

\* The total volume is statistically estimated within plus (+) or minus (-) 10.03 percent. There are an estimated 798 cords on this timber sale, plus or minus 80 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 \$417.00 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 01

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 12/31/2024.

### SALE STATISTICS

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

#### SALE VOLUMES

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

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
63,037	798	10.03%	718	878

#### **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
44	63,037	798	10.04%	718	878
TOTAL:	63,037	798		718	878

### 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
44	21.7	1	21.7
TOTAL:	21.7		21.7

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	American Elm	Sawtimber	24.2	MBF	21.7	\$8,333.00
	Green Ash		40.5	MBF		
	Mixed Aspen		109.2	MBF		
	B. T. Aspen		34.7	MBF		
	Cottonwood		0.7	MBF		
	Quaking Aspen		73.8	MBF		
	Paper Birch		8.2	MBF		
	Mixed Aspen	Pulpwood	190	Cords		
	B. T. Aspen		74	Cords		
	Cottonwood		8	Cords		
	Quaking Aspen		108	Cords		
	Mixed Hardwood		220	Cords		
	American Elm		89	Cords		
	Basswood		7	Cords		
	Black Cherry		5	Cords		
	Green Ash		30	Cords		
	Paper Birch		65	Cords		
	Red Maple		24	Cords		
		TOTAL:	182.1	MBF		
		TOTAL:	410	Cords		

### Sale Specific Conditions & Requirements

### Sale Name: Crawford Aspen Mix

Sale Number: 55-140-22 Seq#: 1

### 1 - Sale Area

### 1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

### 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH, except oak, apple, beech, hickory, white pine, hemlock, tamarack, white cedar, and trees marked with green paint. 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

2.2.3 - Stump heights (4/07)Stump heights within the Sale Area shall not exceed 6 inches for all trees.

2.2.4 - Skidding length (2/14) Skidding of unlimbed tops is not permissible.

### 3 - Payments

### 3.4 - Damaged Timber

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are oak, apple, hemlock, white cedar, hickory, and trees 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.

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

All new skid trails and access trails to landings built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. All stumps from skid trail and landing construction must be reserved to block any newly constructed roads upon completion of the sale. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.1.12 - No new roads (1/12)

No new roads will be permitted. All operations are limited to existing skid trails.

### 4.2 - Maintenance

### 4.2.4 - Grading (10/16)

For completion of the sale, skid trails and landings must be graded. In general, this will require a road grader or bulldozer to shape up skid trails 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.

4.4 - Access

4.4.4 - Restricted access (10/05)

When accessing any Payment Unit, existing vehicle barriers (i.e., guardrail, boulders, wood posts) that are removed must be replaced upon the completion of the Payment Unit. The repair or replacement of any barriers that are damaged during removal is the responsibility of the Purchaser.

# 5 - Operations

### 5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

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

### 5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

### 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 or windrows of slash.

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. In addition, all standing dead 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) cutting, skidding, and hauling are not permitted during the period of March 10 to July 15. At any other time, cutting, skidding, and hauling is limited to dry or frozen ground conditions. The sale administrator will determine what constitutes dry or frozen ground conditions. This restriction is necessary to reduce the impact of operations on breeding and nesting wildlife and to protect poorly drained soils throughout the Sale Area.

### 5.2.3.12 - Hunting operating restriction (1/18)

No Payment Unit may be started during the period of September 29 to October 10 or November 1 to November 30 without permission of the Unit Manager or his/her representative.

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

The location of landings will be determined in the pre-sale conference. In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50-foot trailer.

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

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

# 5.2.37 - No decking areas (12/08)

No decking is allowed in any parking area. Additionally, no equipment storage is permitted in any parking area.

5.4 - Soil Protection

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

In addition, operations are to cease immediately if equipment and weather conditions result in rutting of 12 inches or greater for any length within the Sale Area, or on 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.

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

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

### 7 - Other Conditions

### 7.5 - Loss

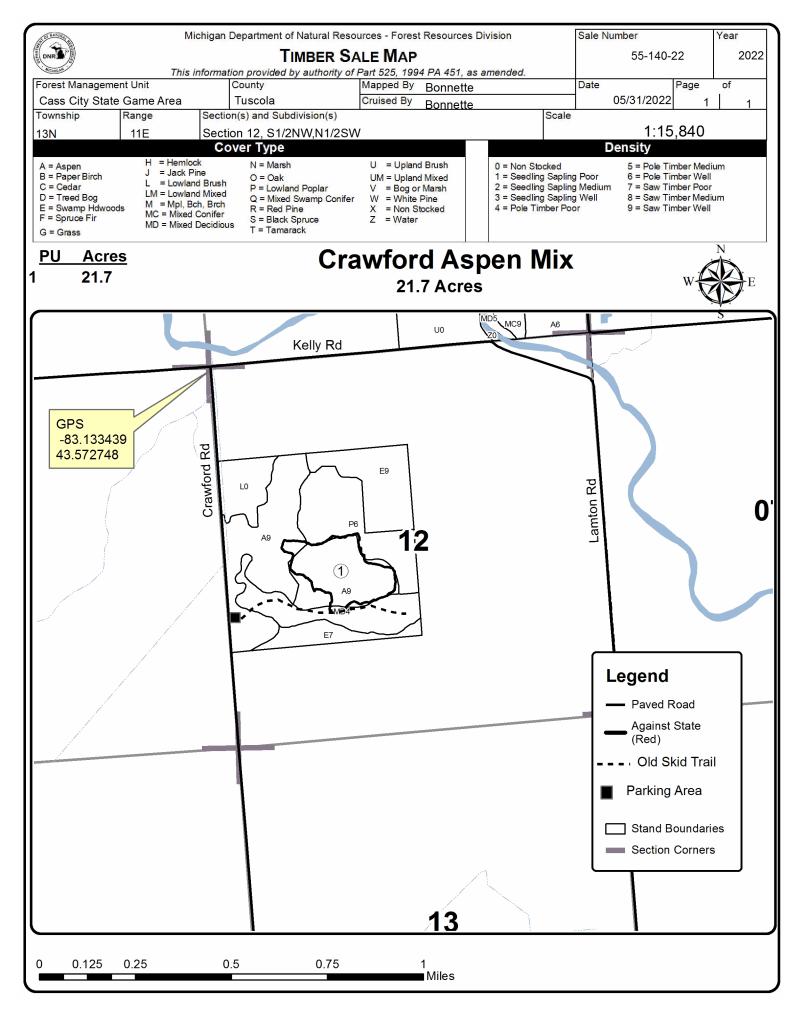
# 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from windthrow, emerald ash borer and Dutch elm disease. 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.

### 7.10 - Certified Timber

# 7.10.1 - Non-certified timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale are managed as a State Game Area.



# TIMBER SALE INFORMATION

#### Sargent Brown's Aspen (55-141-22) T13N, R11E, SEC. 2. Tuscola County (Advertised Price \$14,785.75)

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

#### Access may be through other public land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVE	ADVERTISED PRICE	
Sawtimber					
Black Cherry	15.6	MBF	\$	66.00 / MBF	
Jack Pine	5.6	MBF	\$	23.00 / MBF	
Mixed Aspen	130.3	MBF	\$	24.00 / MBF	
Paper Birch	7.5	MBF	\$	24.00 / MBF	
Red Maple	2.0	MBF	\$	29.00 / MBF	
Pulpwood					
Jack Pine	52	Cords	\$	8.00 / Cord	
Mixed Aspen	502	Cords	\$	11.00 / Cord	
Mixed Hardwood	439	Cords	\$	9.85 / Cord	

\* The total volume is statistically estimated within plus (+) or minus (-) 10.23 percent. There are an estimated 1,204 cords on this timber sale, plus or minus 123 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 \$739.00 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.

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(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 12/31/2024.

# SALE STATISTICS

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

### SALE VOLUMES

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

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
95,098	1,204	10.23%	1,081	1,327

#### **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
1	80,710	1,022	24.13%	775	1,268
2	14,388	182	61.25%	71	294
TOTAL:	95,098	1,204		846	1,562

#### 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	31.7	1	31.7
2	4.5	1	4.5
TOTAL:	36.2		36.2

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

					I		
	PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
	1	Black Cherry	Sawtimber	15.6	MBF	36.2	\$14,785.75
		Jack Pine		5.6	MBF		
		Mixed Aspen		130.3	MBF		
		B. T. Aspen		83.7	MBF		
		Cottonwood		6.1	MBF		
		Quaking Aspen		40.5	MBF		
		Paper Birch		7.5	MBF		
		Red Maple		2.0	MBF		
		Jack Pine	Pulpwood	52	Cords		
		Mixed Aspen		502	Cords		
		B. T. Aspen		479	Cords		
		Cottonwood		3	Cords		
		Quaking Aspen		20	Cords		
		Mixed Hardwood		439	Cords		
		American Elm		4	Cords		
		Basswood		33	Cords		
		Black Cherry		93	Cords		
		Green Ash		24	Cords		
		Ironwood		4	Cords		
		Paper Birch		120	Cords		
L		Red Maple		161	Cords		
			TOTAL:	161.0	MBF		
			TOTAL:	993	Cords		

### Sale Specific Conditions & Requirements

### Sale Name: Sargent Brown's Aspen

Sale Number: 55-141-22 Seq#: 1

# 1 - Sale Area

# 1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. 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 oak, apple, white pine, hickory, and trees marked with green paint. 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

2.2.3 - Stump heights (4/07)Stump heights within the Sale Area shall not exceed 6 inches for all trees.

2.2.4 - Skidding length (2/14)Skidding of unlimbed tops is not permissible.

# 3 - Payments

3.4 - Damaged Timber

# 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are oak, apple, and trees 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.

4.1.7 - Road closure (10/11)

All skid trails into the sale and access roads to landings must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. All stumps from skid trail and landing construction must be reserved to block any newly constructed roads upon completion of the sale. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.1.12 - No new roads (1/12)

No new roads will be permitted. All operations are limited to existing skid trails.

# 4.2 - Maintenance

4.2.4 - Grading (10/16)

For completion of the sale, skid trails and landings 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.

### 4.4 - Access

# 4.4.4 - Restricted access (10/05)

When accessing the Sale Area, existing vehicle barriers (guardrail, boulders, wood posts, berms) that are removed must be replaced upon the completion of the sale. The repair or replacement of any barriers damaged during removal is the responsibility of the Purchaser.

# 5 - Operations

# 5.1 - Notification

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

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

# 5.2 - Conduct of Operations

# 5.2.1 - Slash

5.2.1.8 - Slash height (12/08) No slash or tree tops may exceed 24 inches in height.

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

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, Payment Unit(s) 1 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 or windrows of slash; tops and slash must be scattered to allow sunlight to reach the ground throughout the Sale Area.

# 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. All standing dead 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) cutting, skidding, and hauling are not permitted during the period of March 10 to July 15. At any other time, cutting, skidding, and hauling is limited to dry or frozen ground conditions. The sale administrator will determine what constitutes dry or frozen ground conditions. This restriction is necessary to reduce the impact of operations on breeding and nesting wildlife, reduce the risk of rutting and to protect poorly drained soils throughout the Sale Area.

# 5.2.3.12 - Hunting operating restriction (1/18)

No Payment Unit may be started during the period of September 29 to October 10 or November 1 to November 30 without permission of the Unit Manager or his/her representative.

# 5.2.31 - Landing locations (9/13)

The location of landings will be determined in the pre-sale conference. In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50-foot trailer.

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

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips, and "cookies" from trimmings must be removed or scattered

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

5.2.37 - No decking areas (12/08)

No decking is allowed in any parking area. No equipment storage is allowed in any parking area.

### 5.2.43 - Opening protection (2/21)

Minimize activity, to the extent possible, in openings marked on the Timber Sale Map with the letter "G". Any damage to the openings shall be repaired according to specifications of the Unit Manager or his/her representative.

### 5.4 - Soil Protection

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

Operations are to cease immediately if equipment and weather conditions result in of 12 inches or greater for any length within the Sale Area, or on 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.

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

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

### 7 - Other Conditions

### 7.10 - Certified Timber

# 7.10.1 - Non-certified timber (2/16)

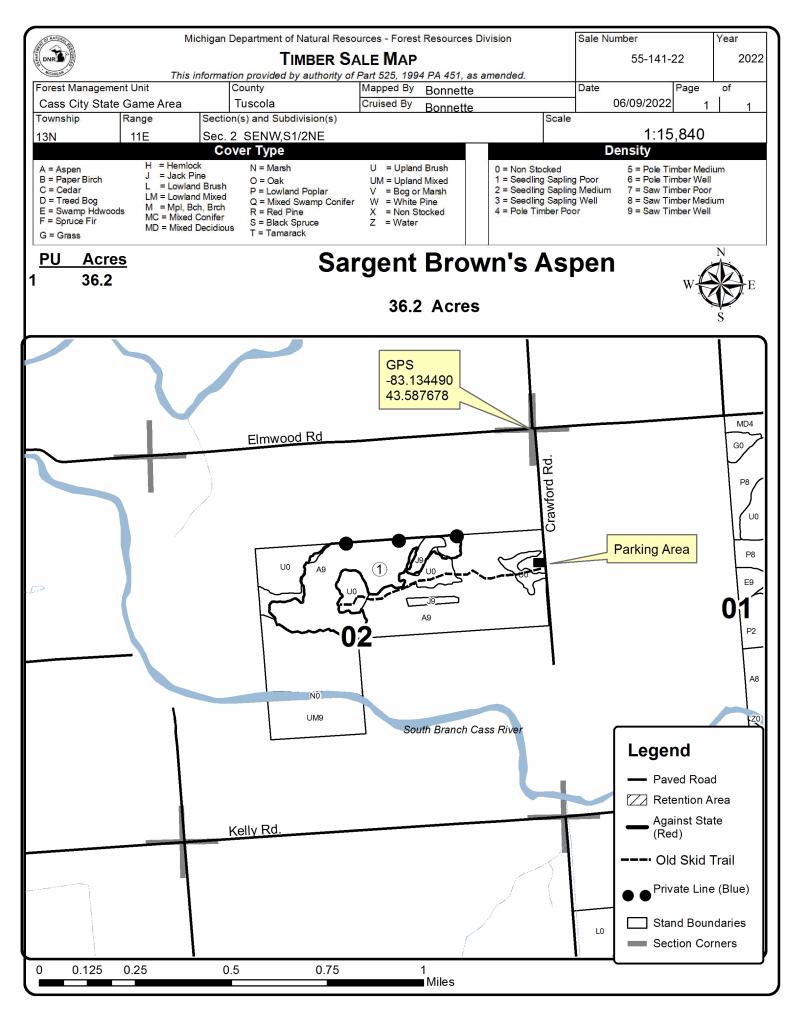
The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale are managed as a State Game Area.

### 99 - Unique

# SKIP

99.1 - Unique Sale Condition (5/19)

No operating feller bunchers in the Sale Area before 7 AM and after 9 PM daily. This is required due to the proximity of residences to the Sale Area.



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

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

Bids must be received by the Unit Manager, BAY CITY OFFICE, 3580 State Park Drive, Bay City, MI 48706, no later than 10:00 a.m. (local time) on September 20, 2022. For further information concerning this sale, contact Don Bonnette at 989-385-5616.

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

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

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

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

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

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

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

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

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

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

# 6. Award of Contract (1/11)

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

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

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

# 8. Performance Security (1/11)

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

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

# 9. Timber Sale Contract (7/18)

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

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

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

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

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

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

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

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

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

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

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

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

a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.

b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

DAN EICHINGER Director

# TIMBER SALE INFORMATION

#### <u>Wigwam Aspen (58-001-22)</u> T19N, R06E, SEC. 28. Arenac County (Advertised Price \$19,511.80)

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

Access may be through other public land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVE	ADVERTISED PRICE	
Sawtimber					
Mixed Aspen	94.0	MBF	\$	69.00 / MBF	
Red Maple	25.8	MBF	\$	41.00 / MBF	
Pulpwood					
Mixed Aspen	380	Cords	\$	23.10 / Cord	
Mixed Hardwood	200	Cords	\$	15.95 / Cord	

\* The total volume is statistically estimated within plus (+) or minus (-) 23.72 percent. There are an estimated 753 cords on this timber sale, plus or minus 179 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 \$976.00 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 01 100.0%
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2024.

#### SALE STATISTICS

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

#### SALE VOLUMES

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

VOL	LUME STATISTICAL RANGE IN CORDS		ANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
59,462	753	23.72%	574	931

#### **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.

	VOLI	UME		RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
87	59,462	753	23.72%	574	931
TOTAL:	59,462	753		574	931

### 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
87	28.9	1	28.9
TOTAL:	28.9		28.9

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	94.0	MBF	28.9	\$19,511.80
	Cottonwood		4.8	MBF		
	Quaking Aspen		89.2	MBF		
	Red Maple		25.8	MBF		
	Mixed Aspen	Pulpwood	380	Cords		
	Cottonwood		4	Cords		
	Quaking Aspen		376	Cords		
	Mixed Hardwood		200	Cords		
	American Elm		10	Cords		
	Black Cherry		7	Cords		
	Green Ash		18	Cords		
	Paper Birch		5	Cords		
	Red Maple		160	Cords		
		TOTAL:	119.8	MBF		
		TOTAL:	580	Cords		

### Sale Specific Conditions & Requirements

Sale Number: 58-001-22 Seg#: 1

#### Sale Name: Wigwam Aspen

#### 1 - Sale Area

### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

### 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 oak and trees marked with green paint. 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

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

### 3 - Payments

#### 3.4 - Damaged Timber

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are oak and trees marked with green paint. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$150 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.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

4.1.11 - Permits (2/12)

The Purchaser will secure any necessary temporary driveway permits that may be required.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. Skid trails only will be allowed.

4.2 - Maintenance

4.2.4 - Grading (10/16)

For completion of the sale, landings and skid trails must be graded. In general, this will require a road grader or bulldozer to shape up the landing and skid trails 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.

# 5 - Operations

### 5.1 - Notification

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

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

### 5.2 - Conduct of Operations

### 5.2.1 - Slash

5.2.1.8 - Slash height (12/08) No slash or tree tops may exceed 24 inches in height.

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

To facilitate reforestation, the Sale Area shall be left with slash evenly distributed. Bunched tops and windrows of slash 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. In addition, all standing dead timber must 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) cutting, skidding, and hauling are limited to dry or frozen ground conditions only. This restriction is required due to the poorly drained soils throughout the Sale Area.

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

Within the Sale Area, 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.

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

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

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

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

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

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

### 5.4 - Soil Protection

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

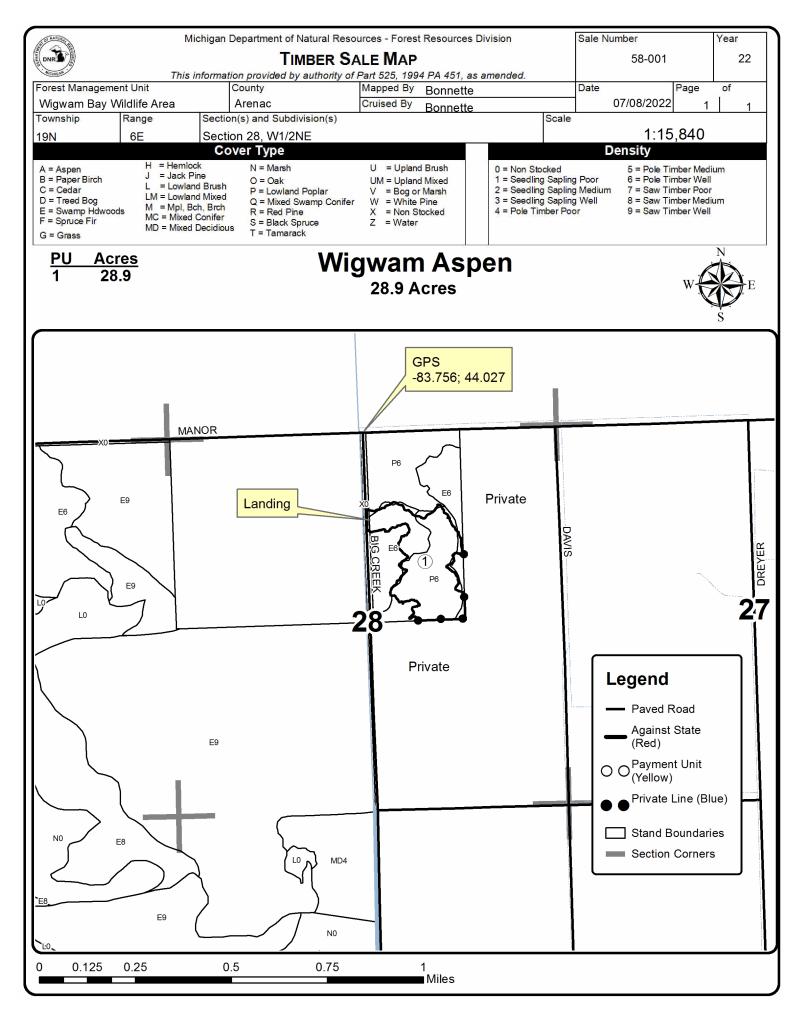
Operations are to cease immediately if equipment and weather conditions result in rutting of the Sale Area and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth.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

### 7 - Other Conditions

### 7.10 - Certified Timber

# 7.10.1 - Non-certified timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale are managed as a State Game Area.



#### TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

### <u>Crawford Aspen Mix (55-140-22)</u> T13N, R11E, SEC. 12; Tuscola COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on September 20, 2022, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED	VOLUME*	<u>AD\</u>	ERTISED PRICE	<b>BID PRICE/UNIT</b>
American Elm	24.2	MBF	\$	22.00/MBF	\$
Green Ash	40.5	MBF	\$	22.00/MBF	\$
Mixed Aspen	109.2	MBF	\$	24.00/MBF	\$
Paper Birch	8.2	MBF	\$	24.00/MBF	\$
Pulpwood					
Mixed Aspen	190	Cords	\$	11.00/Cord	\$
Mixed Hardwood	220	Cords	\$	9.10/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 10.03 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 SECU	IRITY 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:

Phone number :

Email (optional):\_\_\_\_

\_\_\_\_\_ Date:\_\_\_\_\_

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

TOF NATURAL BED	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)		
adu Anchigan	TIMBER SAL	.E				
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:		
	COMPENSATION ACT C			Forest Management Onit.		
		-	- d			
VEDIEL	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.				
	CATION OF WORKER'S DISABILIT					
sale	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
	Iddition, if boxes 2B or 2C are check nty-one (21) days of the contract awa			Certificate of Insurance must be submitted within e timber sale contract.		
• All	Information must be typed or printed	except for written	signatures.			
Please	Check Appropriate Categories:					
-	business is organized as (you <b>must</b>	check <u>one</u> of the	boxes below):	:		
	Sole Proprietorship (individual)					
	Partnership					
C. [	Corporation					
2. You	u <b>must</b> check <u>one</u> of the boxes below	v:				
A. [	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the		
	Exclusion (BWC-337, Rev. 5/96). I w questions or a copy of the BWC-337,	ill provide a copy of please call the Wor	the Notice of Ex ker's Compensa	sation Act through the use of an approved Notice of xclusion within 21 days of the contract award. (For ation Bureau at 517-322-1195). an original Certificate of Insurance within twenty-		
	one (21) days of the contract award.					
	ou have checked item 2(A) or 2(B), n yourself, including family members			of <b>both</b> full-time and part-time employees, other ou must enter "0").		
	Full-time Er	nnlovees		Part-time Employees		
		npioyees				
Name of E	Business		Federal ID (or)	Social Security No.		
Address			Telephone			
Otto		Otata				
City		State	ZIP			
	certify that the above information is s affecting my coverage during any o			tify the Michigan DNR of any changes that occur ions.		
Signati	ure of Owner or Authorized Representative					
Title			Da	te		

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**

### Sargent Brown's Aspen (55-141-22) T13N, R11E, SEC. 2; Tuscola COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on September 20, 2022, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD\</u>	<u>/ERTISED PRICE</u>	<b>BID PRICE/UNIT</b>
Black Cherry	15.6	MBF	\$	66.00/MBF	\$
Jack Pine	5.6		φ \$	23.00/MBF	\$ \$
Mixed Aspen	130.3	MBF	\$	24.00/MBF	\$
Paper Birch	7.5	MBF	\$	24.00/MBF	\$
Red Maple	2.0	MBF	\$	29.00/MBF	\$
Pulpwood					
Jack Pine	52	Cords	\$	8.00/Cord	\$
Mixed Aspen	502	Cords	\$	11.00/Cord	\$
Mixed Hardwood	439	Cords	\$	9.85/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 10.23 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 N	NUMBER:	<sup>.</sup>
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 signatu	re:
--	-----

Phone number :\_\_\_\_\_ Email (optional):\_\_\_\_\_

Date:

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

TOF NATURAL BED	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)		
adu Anchigan	TIMBER SAL	.E				
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:		
	COMPENSATION ACT C			Forest Management Onit.		
		-	- d			
VEDIEL	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.				
	CATION OF WORKER'S DISABILIT					
sale	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
	Iddition, if boxes 2B or 2C are check nty-one (21) days of the contract awa			Certificate of Insurance must be submitted within e timber sale contract.		
• All	Information must be typed or printed	except for written	signatures.			
Please	Check Appropriate Categories:					
-	business is organized as (you <b>must</b>	check <u>one</u> of the	boxes below):	:		
	Sole Proprietorship (individual)					
	Partnership					
C. [	Corporation					
2. You	u <b>must</b> check <u>one</u> of the boxes below	v:				
A. [	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the		
	Exclusion (BWC-337, Rev. 5/96). I w questions or a copy of the BWC-337,	ill provide a copy of please call the Wor	the Notice of Ex ker's Compensa	sation Act through the use of an approved Notice of xclusion within 21 days of the contract award. (For ation Bureau at 517-322-1195). an original Certificate of Insurance within twenty-		
	one (21) days of the contract award.					
	ou have checked item 2(A) or 2(B), n yourself, including family members			of <b>both</b> full-time and part-time employees, other ou must enter "0").		
	Full-time Er	nnlovees		Part-time Employees		
		npioyees				
Name of E	Business		Federal ID (or)	Social Security No.		
Address			Telephone			
Otto		Otata				
City		State	ZIP			
	certify that the above information is s affecting my coverage during any o			tify the Michigan DNR of any changes that occur ions.		
Signati	ure of Owner or Authorized Representative					
Title			Da	te		

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**

### Wigwam Aspen (58-001-22) T19N, R06E, SEC. 28; Arenac COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on September 20, 2022, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED VOLUME*	ADVERTISED PRICE	BID PRICE/UNIT
Mixed Aspen	94.0 MBF	\$ 69.00/MBF	\$
Red Maple	25.8 MBF	\$ 41.00/MBF	\$
Pulpwood			
Mixed Aspen	380 Cords	\$ 23.10/Cord	\$
Mixed Hardwood	200 Cords	\$ 15.95/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 23.72 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 SECU	RITY 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

NTOF NATURAL ACTION	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)			
add Michigan - 67	TIMBER SAL	.E					
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:			
				Forest Management Onit.			
		-	- d				
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						
<ul> <li>This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.</li> </ul>							
<ul> <li>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.</li> </ul>							
All Information must be typed or printed except for written signatures.							
Please Check Appropriate Categories:							
-	1. My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):						
	A. 🗌 Sole Proprietorship (individual)						
	Partnership						
C. L	Corporation						
2. You	2. You <b>must</b> check <u>one</u> of the boxes below:						
A. [	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.						
<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-</li> </ul>							
one (21) days of the contract award.							
<ol> <li>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").</li> </ol>							
Full-time Employees Part-time Employees							
		npioyees					
Name of E	Business		Federal ID (or)	Social Security No.			
Address			Telephone				
Otto		Otata					
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	Title Date						

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

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