

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #6922**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on November 3, 2021. LOCATION: GAYLORD MGMT UNIT, 1732 WEST M 32, GAYLORD, MI 49735.

PROSPECTUS NOTE: Effective immediately all bid openings for the Gaylord Management Unit (Gaylord Field Office and Indian River Field Office) will be held at the Gaylord Field Office regardless of sale location within the unit. All payments and contract executions will now be handled through the Gaylord Field Office. The Indian River Field Office will no longer accept payments or hard paper copies of timber sale bids. Payments for all contracts, use permits, bonds, etc. should be sent to the Gaylord Field Office.

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.

Thundering Hardwoods (52-014-21) / T33N, R05W, SEC. 15, SWSE.

T33N, R05W, SEC. 22, NENW, NWNE, E1/2SE.

T33N, R05W, SEC. 23, SWNW,N1/2SW,SWSW.

T33N, R05W, SEC. 26, N1/2NW.

Charlevoix County, Advertised Price \$130,084.05, 92.5 Acres, Hardwood, Aspen.

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

See sale spec 5.2.3.5 for Oak wilt restrictions.

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

Hawkeye Mix (52-015-21) / T33N, R05W, SEC. 26, SWNW,SW.

T33N, R05W, SEC. 27, SWNE, SE.

T33N, R05W, SEC. 34, N1/2NE.

Charlevoix County, Advertised Price \$110,812.30, 115.7 Acres, Hardwood, Aspen.

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

Do the Evolution HDWDS (52-016-21) / T30N, R06W, SEC. 6, NW,SWNE.

T30N, R07W, SEC. 1, E1/2NE.

T31N, R06W, SEC. 31, SESW, SWSE.

Antrim County, Advertised Price \$127,415.75, 131.0 Acres, Hardwood, Sugar Maple.

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

Nice timber on steep terrain. Long skids.

See sale spec 4.4.1 for information on private property access.

Access may be through private land.

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

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

Bids must be received by the Unit Manager, GAYLORD OFFICE, 1732 West M 32, Gaylord, MI 49735, no later than 9:00 a.m. (local time) on November 3, 2021. For further information concerning this sale, contact Lucas Merrick at 989-732-3541 extension 5440.

## 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

#### Thundering Hardwoods (52-014-21)

T33N, R05W, SEC. 15; T33N, R05W, SEC. 22; T33N, R05W, SEC. 23; T33N, R05W, SEC. 26. Charlevoix County (Advertised Price \$130,084.05)

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

See sale spec 5.2.3.5 for Oak wilt restrictions.

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		<u>ADV</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	137.0	MBF	\$	37.00 / MBF
Basswood	127.0	MBF	\$	40.00 / MBF
Beech	33.5	MBF	\$	45.00 / MBF
Red Maple	12.2	MBF	\$	71.00 / MBF
Red Oak	29.5	MBF	\$	80.00 / MBF
Sugar Maple	241.8	MBF	\$	344.00 / MBF
Pulpwood				
B. T. Aspen	388	Cords	\$	14.55 / Cord
Basswood	196	Cords	\$	6.60 / Cord
Mixed Hardwood	1,611	Cords	\$	15.15 / Cord
Red Oak	82	Cords	\$	8.25 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 4.83 percent. There are an estimated 3,589 cords on this timber sale, plus or minus 174 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 \$6,504.00 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	35.1%
02	27.8%
03	37.1%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2024.

## **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 RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
283,558	3,589	4.83%	3,416	3,763

## **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
61	27,339	346	10.29%	310	382
69	50,312	637	10.71%	569	705
97	193,988	2,456	5.99%	2,308	2,603
TOTAL:	271,638	3,438		3,188	3,689

## **VDU TO PAYMENT UNIT**

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

TOTAL:	92.5		92.5
		3	39.3
97	68.8	2	29.5
69	15.7	1	15.7
61	8.0	1	8.0
VDU	VDU ACRES	PU	PU ACRES

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	50.2	MBF	23.7	\$45,667.95
	Basswood		32.0	MBF		
	Beech		17.4	MBF		
	Red Oak		3.9	MBF		
	Sugar Maple		96.3	MBF		
	B. T. Aspen	Pulpwood	183	Cords		
	Basswood		47	Cords		
	Mixed Hardwood		350	Cords		
	Beech		24	Cords		
	Sugar Maple		326	Cords		
	Red Oak		4	Cords		
2	B. T. Aspen	Sawtimber	37.2	MBF	29.5	\$36,200.90
	Basswood		40.7	MBF		
	Beech		6.9	MBF		
	Red Maple		5.2	MBF		
	Red Oak		11.0	MBF		
	Sugar Maple		62.4	MBF		
	B. T. Aspen	Pulpwood	88	Cords		
	Basswood		64	Cords		
	Mixed Hardwood		541	Cords		
	Beech		168	Cords		
	Ironwood		15	Cords		
	Red Maple		27	Cords		
	Sugar Maple		331	Cords		
	Red Oak		33	Cords		
3	B. T. Aspen	Sawtimber	49.6	MBF	39.3	\$48,215.20
	Basswood		54.3	MBF		
	Beech		9.2	MBF		
	Red Maple		7.0	MBF		
	Red Oak		14.6	MBF		
	Sugar Maple		83.1	MBF		
	B. T. Aspen	Pulpwood	117	Cords		
	Basswood		85	Cords		
	Mixed Hardwood		720	Cords		
			224	Cords		
	Beech					
	Beech Ironwood		19	Cords		
			l	Cords		
	Ironwood		19			
	Ironwood Red Maple		19 37	Cords		
	Ironwood Red Maple Sugar Maple	TOTAL:	19 37 440	Cords Cords		

Page 7 of 34

## Sale Specific Conditions & Requirements

Sale Name: Thundering Hardwoods Sale Number: 52-014-21 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 and red paint in addition to an unpainted road. 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 identified by Holms Road (unpainted). Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-3, cut all trees that are two (2) inches or more at DBH, except the white pine in Payment Unit 1.

## 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 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.

### 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. 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.

## 5 - Operations

## 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

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

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of

active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

## 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

#### 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

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

Within Payment Unit(s) 1-3, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

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

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

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

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

## 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail (Holms Road) is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. The snowmobile trail may only be crossed at right angles. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail during snowmobile season. All stumps within 2 feet of the snowmobile trail must be cut at ground level.

## 5.4 - Soil Protection

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

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

## 5.4.2 - Skid trails (2/04)

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

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

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

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

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

## 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

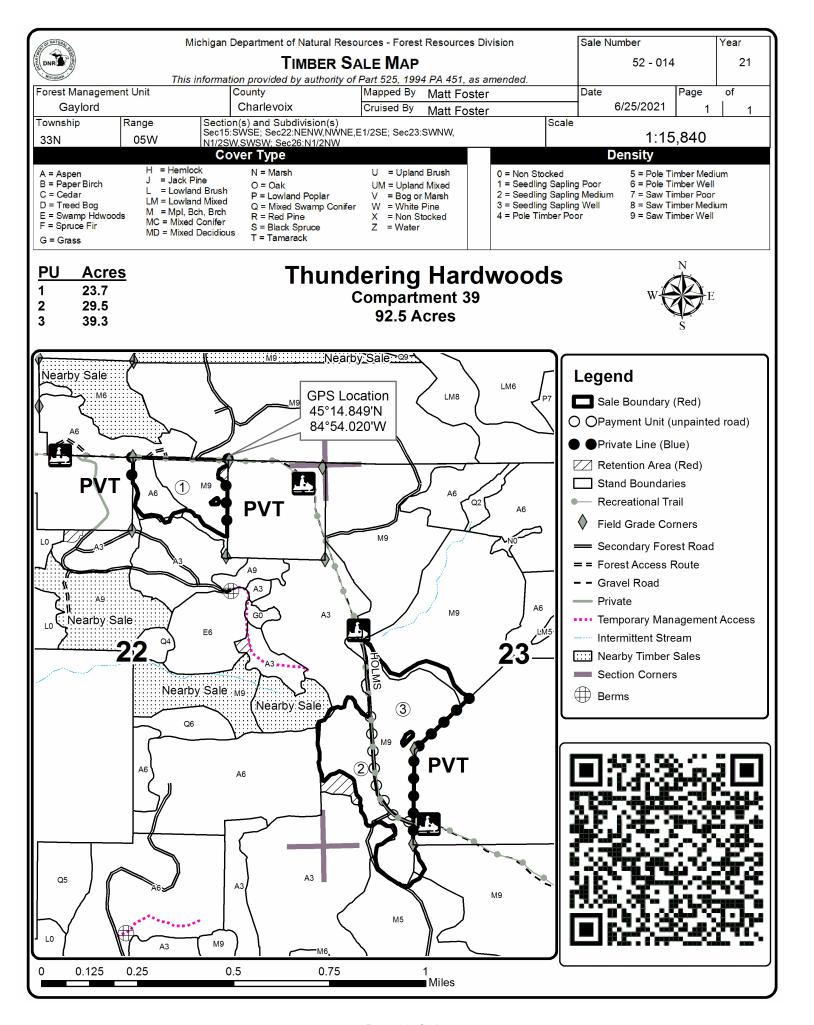
## 6.2.1 - Road posting (10/20)

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

## 6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail (also Holms Road) prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 9/30/2021 2:21:10PM



## TIMBER SALE INFORMATION

#### Hawkeye Mix (52-015-21)

T33N, R05W, SEC. 26; T33N, R05W, SEC. 27; T33N, R05W, SEC. 34. Charlevoix County (Advertised Price \$110,812.30)

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

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	97.3	MBF	\$	44.00 / MBF
Beech	64.1	MBF	\$	50.00 / MBF
Mixed Aspen	168.6	MBF	\$	41.00 / MBF
Red Maple	31.6	MBF	\$	78.00 / MBF
Sugar Maple	151.8	MBF	\$	378.00 / MBF
Pulpwood				
Basswood	265	Cords	\$	7.25 / Cord
Mixed Aspen	834	Cords	\$	16.00 / Cord
Mixed Hardwood	1,261	Cords	\$	16.70 / Cord
Red Oak	27	Cords	\$	9.05 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 5.09 percent. There are an estimated 3,507 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 \$5,541.00 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
PATIVIENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	32.1%
02	15.0%
03	17.6%
04	35.3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2023.

## **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
277,067	3,507	5.09%	3,328	3,686

## **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
48	113,715	1,439	7.54%	1,331	1,548
55	27,870	353	11.63%	312	394
143	26,704	338	13.28%	293	383
184	101,245	1,282	9.47%	1,160	1,403
TOTAL:	269,533	3,412		3,096	3,728

## **VDU TO PAYMENT UNIT**

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

TOTAL:	115.7		115.7
184	40.1	4	40.1
143	11.2	1	11.2
		2	0.3
55	13.5	1	13.2
		3	27.8
48	50.9	2	23.1
VDU	VDU ACRES	PU	PU ACRES

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	39.6	MBF	24.4	\$35,594.20
	Beech		10.1	MBF		
	Mixed Aspen		36.6	MBF		
	B. T. Aspen		5.5	MBF		
	Quaking Aspen		31.1	MBF		
	Red Maple		9.0	MBF		
	Sugar Maple		67.5	MBF		
	Basswood	Pulpwood	36	Cords		
	Mixed Aspen		37	Cords		
	B. T. Aspen		5	Cords		
	Quaking Aspen		32	Cords		
	Mixed Hardwood		286	Cords		
	Beech		19	Cords		
	Black Cherry		7	Cords		
	Ironwood		6	Cords		
	Red Maple		16	Cords		
	Sugar Maple		238	Cords		
2	Basswood	Sawtimber	6.0	MBF	23.4	\$16,569.70
_	Beech	Cawaniber	1.0	MBF	20.4	Ψ10,000.70
	Mixed Aspen		34.9	MBF		
	B. T. Aspen		34.6	MBF		
	Quaking Aspen		0.3	MBF		
			0.3	MBF		
	Red Maple		16.2	MBF		
	Sugar Maple	Dulpurood				
	Basswood	Pulpwood	20 348	Cords		
	Mixed Aspen			Cords		
	B. T. Aspen		197	Cords		
	Quaking Aspen		151	Cords		
	Mixed Hardwood	0 " 1	178	Cords		
	American Elm	Sawtimber	0.6	MBF		
	American Elm	Pulpwood	2	Cords		
	Beech		5	Cords		
	Black Cherry		3	Cords		
	Ironwood		8	Cords		
	Red Maple		12	Cords		
	Sugar Maple		139	Cords		
	White Ash		8	Cords		
3	Basswood	Sawtimber	7.3	MBF	27.8	\$19,456.15
	Beech		0.9	MBF		
	Mixed Aspen		41.7	MBF		
	B. T. Aspen		41.7	MBF		
	Sugar Maple		18.7	MBF		
	Basswood	Pulpwood	23	Cords		
	Mixed Aspen		418	Cords		
	B. T. Aspen		237	Cords		
	Quaking Aspen		181	Cords		
	Mixed Hardwood		207	Cords		
	American Elm	Sawtimber	0.7	MBF		
	American Elm	Pulpwood	3	Cords		
	Beech	·	5	Cords		
	Black Cherry		3	Cords		
	Ironwood		10	Cords		
	Red Maple		14	Cords		
	neu wane			1		
	· ·		162	Cords		
	Sugar Maple White Ash		162 9	Cords Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Beech	Sawtimber	52.1	MBF		
	Mixed Aspen		55.4	MBF		
	B. T. Aspen		<i>55.4</i>	MBF		
	Red Maple		22.4	MBF		
	Sugar Maple		49.4	MBF		
	Basswood	Pulpwood	186	Cords		
	Mixed Aspen		31	Cords		
	B. T. Aspen		31	Cords		
	Mixed Hardwood		589	Cords		
	Beech		107	Cords		
	Ironwood		14	Cords		
	Red Maple		119	Cords		
	Sugar Maple		349	Cords		
	Red Oak		27	Cords		
	Red Oak	Sawtimber	5.3	MBF		
	Red Oak	Pulpwood	16	Cords		
		TOTAL:	513.4	MBF		
		TOTAL:	2,386	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Hawkeye Mix Sale Number: 52-015-21 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 paint, no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-4, cut all trees that are two (2) inches or more at DBH.

## 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 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.

## 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. 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.

#### 4.2 - Maintenance

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

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

## 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

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

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

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

## 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.

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

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

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

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

#### 5.4 - Soil Protection

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

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

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

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

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

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

## 5.4.4 - Slope protection (9/19)

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

## 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. 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.

## 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.

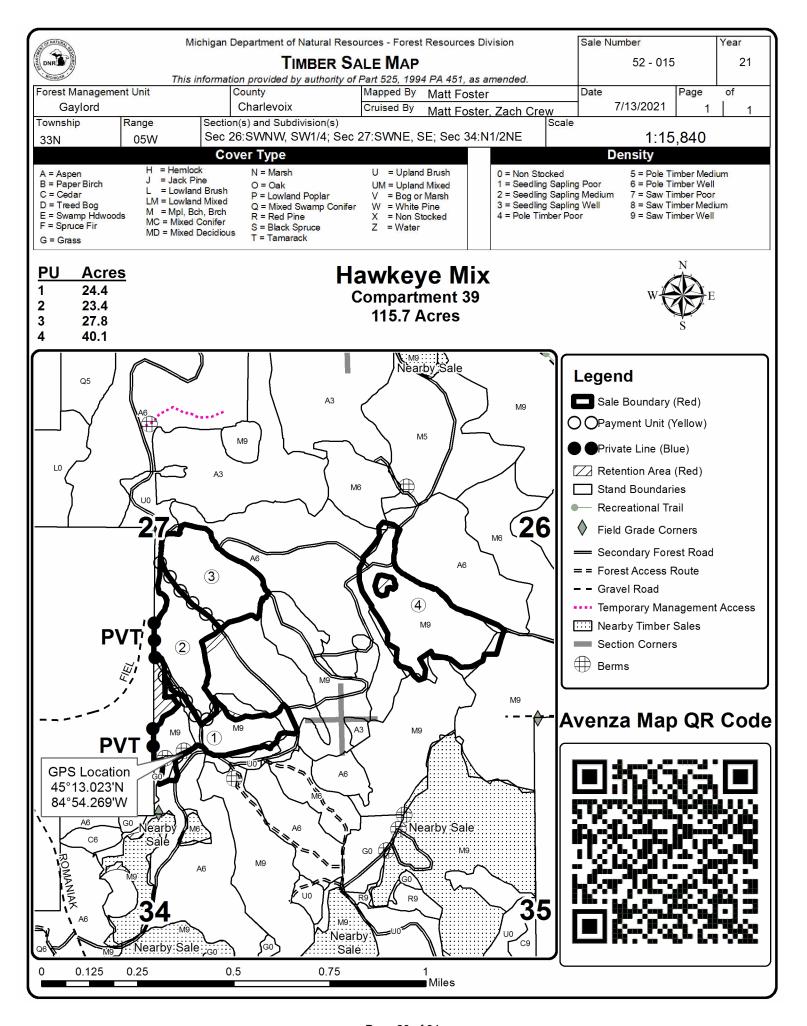
## 6 - Safety and Fire Prevention

#### 6.2 - Signing

## 6.2.1 - Road posting (10/20)

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

Section Name: Sale Specific Current as of 10/1/2021 9:09:24AM



## TIMBER SALE INFORMATION

<u>Do the Evolution HDWDS (52-016-21)</u> T30N, R06W, SEC. 6; T30N, R07W, SEC. 1; T31N, R06W, SEC. 31.

Antrim County (Advertised Price \$127,415.75)

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

Nice timber on steep terrain. Long skids.

See sale spec 4.4.1 for information on private property access.

Access may be through private 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	<b>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	268.9	MBF	\$	44.00 / MBF
Beech	4.5	MBF	\$	50.00 / MBF
Black Cherry	4.7	MBF	\$	134.00 / MBF
Quaking Aspen	6.2	MBF	\$	41.00 / MBF
Red Maple	47.9	MBF	\$	78.00 / MBF
Sugar Maple	264.5	MBF	\$	378.00 / MBF
Yellow Birch	1.7	MBF	\$	35.00 / MBF
Pulpwood				
Basswood	203	Cords	\$	7.25 / Cord
Mixed Hardwood	541	Cords	\$	16.70 / Cord
Quaking Aspen	12	Cords	\$	16.00 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.01 percent. There are an estimated 2,228 cords on this timber sale, plus or minus 156 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 \$6,371.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	22.6%
02	23.1%
03	18.9%
04	35.4%

- 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.

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
176,015	2,228	7.01%	2,072	2,384

## **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
6	154,326	1,953	7.01%	1,817	2,090
TOTAL:	154,326	1,953		1,817	2,090

## **VDU TO PAYMENT UNIT**

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

VDU	VDU ACRES	PU	PU ACRES
6	131.0	1	29.6
		2	30.3
		3	24.8
		4	46.3
TOTAL:	131.0		131.0

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	60.8	MBF	29.6	\$28,793.00
	Beech		1.0	MBF		
	Black Cherry		1.1	MBF		
	Quaking Aspen		1.4	MBF		
	Red Maple		10.8	MBF		
	Sugar Maple		59.8	MBF		
	Yellow Birch		0.4	MBF		
	Basswood	Pulpwood	46	Cords		
	Mixed Hardwood		121	Cords		
	Beech		2	Cords		
	Red Maple		20	Cords		
	Sugar Maple		99	Cords		
	Quaking Aspen		3	Cords		
2	Basswood	Sawtimber	62.2	MBF	30.3	\$29,481.25
_	Beech		1.0	MBF	00.0	Ψ20,101120
	Black Cherry		1.1	MBF		
	Quaking Aspen		1.4	MBF		
	Red Maple		11.1	MBF		
	Sugar Maple		61.2	MBF		
	Yellow Birch		0.4	MBF		
	Basswood	Pulpwood	47	Cords		
	Mixed Hardwood	Fulpwood	125	Cords		
			2			
	Beech		21	Cords		
	Red Maple			Cords		
	Sugar Maple		102 3	Cords		
_	Quaking Aspen	0 (: 1		Cords	04.0	<b>***</b>
3	Basswood	Sawtimber	50.9	MBF	24.8	\$24,123.40
	Beech		0.9	MBF		
	Black Cherry		0.9	MBF		
	Quaking Aspen		1.2	MBF		
	Red Maple		9.1	MBF		
	Sugar Maple		50.1	MBF		
	Yellow Birch		0.3	MBF		
	Basswood	Pulpwood	38	Cords		
	Mixed Hardwood		102	Cords		
	Beech		2	Cords		
	Red Maple		17	Cords		
	Sugar Maple		83	Cords		
	Quaking Aspen		2	Cords		
4	Basswood	Sawtimber	95.0	MBF	46.3	\$45,018.10
	Beech		1.6	MBF		
	Black Cherry		1.6	MBF		
	Quaking Aspen		2.2	MBF		
	Red Maple		16.9	MBF		
	Sugar Maple		93.4	MBF		
	Yellow Birch		0.6	MBF		
	Basswood	Pulpwood	72	Cords		
	Mixed Hardwood		193	Cords		
	Beech		4	Cords		
	Black Cherry		2	Cords		
	Red Maple		31	Cords		
	Sugar Maple		155	Cords		
			100	Cords		
	Yellow Rirch		,			
	Yellow Birch					
	Yellow Birch Quaking Aspen		598.4	Cords		

		TOTAL:	756 Cords
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## Sale Specific Conditions & Requirements

Sale Name: Do the Evolution HDWDS Sale Number: 52-016-21 Seg#: 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. Areas that are too steep to operate equipment were left unmarked during sale prep. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also, regeneration gaps are marked with timber teal paint (Chevron faces inside the gap, a slash faces out.) Inside these gaps cut all trees 2 inches and up at DBH.

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

Note that Mixed Hardwood pulp includes beech, sugar maple, red maple, yellow birch, and black cherry.

## 2.2 - Utilization

## 2.2.4 - Skidding length (2/14)

Skidding of lengths over 17 feet is permissible if the timber sale administrator approves the method and machinery used. If at any point damage exceeds specification 3.4.1, all the remaining wood must be skid in lengths less than 17 feet.

## 3 - Payments

## 3.3 - Pre-measured Sales

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

Payment Unit(s) 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. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Within the Sale Area, if more than 50% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the Sale Area are damaged, liquidated damages will be assessed at \$1,000 per acre for all acreage within that specified portion of the Sale Area that was damaged.

No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 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.

#### 4 - Transportation

## 4.1 - Construction

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

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road

maintenance or construction, including stumps, shall be dispersed throughout the sale.

## 4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

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

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

#### 4.2 - Maintenance

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

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

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

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

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

#### 5 - Operations

## 5.2 - Conduct of Operations

## 5.2.1 - Slash

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

## 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the sale administrator.

## 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) 1-4, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

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

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

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

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

#### 5.4 - Soil Protection

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

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

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

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

## 5.4.3 - Erosion control (12/08)

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

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

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

## 5.8 - 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.

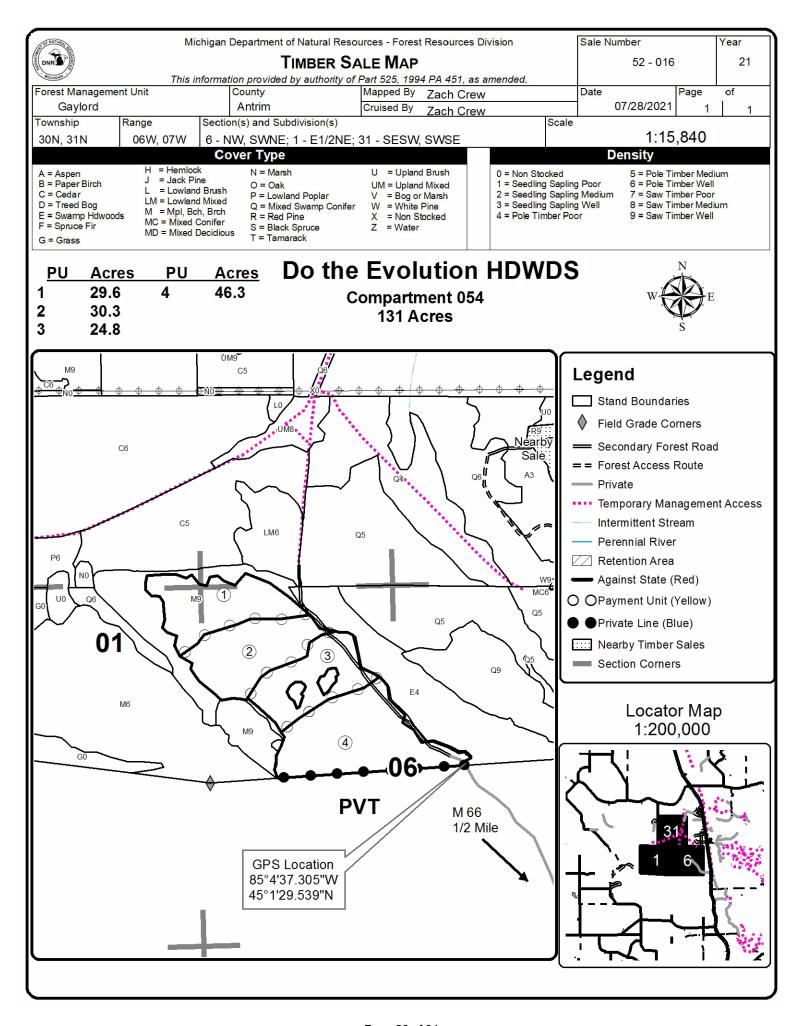
## 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on M-66 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 10/1/2021 8:38:43AM



## BID FORM

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

## Thundering Hardwoods (52-014-21)

T33N, R05W, SEC. 15; T33N, R05W, SEC. 22; T33N, R05W, SEC. 23; T33N,

In response to the notice of sale to be held 9:00 a.m. (local time) on November 3, 2021, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED VOLUME*	<u>A</u> E	OVERTISED PRICE	BID PRICE/UNIT
B. T. Aspen	137.0 MBF	\$	37.00/MBF	\$
Basswood	127.0 MBF	\$	40.00/MBF	\$
Beech	33.5 MBF	\$	45.00/MBF	\$
Red Maple	12.2 MBF	\$	71.00/MBF	\$
Red Oak	29.5 MBF	\$	80.00/MBF	\$
Sugar Maple	241.8 MBF	\$	344.00/MBF	\$
Pulpwood				
B. T. Aspen	388 Cords	\$	14.55/Cord	\$
Basswood	196 Cords	\$	6.60/Cord	\$
Mixed Hardwood	1,611 Cords	\$	15.15/Cord	\$
Red Oak	82 Cords	\$	8.25/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 4.83 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 SEC	JRITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
IF AVAILA	BLE, PLEASE PLACE THE PERSON	NALIZED LABEL FROM	YOUR PROSPECTUS IN TI	HE ABOVE BOX.
Individual	or company representative's signatur	e:		Date:
Phone nu	mber :	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.

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

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.		
•	All Information must be typed or printed except for written signatures.		
Ple	lease Check Appropriate Categories:		
1.	<ul> <li>My business is organized as (you must check <u>one</u> of the l</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>	boxes below):	
2.	You <b>must</b> check <u>one</u> of the boxes below:  A.   I certify my business is a sole proprietorship and it has no	employees but the sole proprietor. I am not subject to the	
		ker's Compensation Act through the use of an approved Notice of the Notice of Exclusion within 21 days of the contract award. (For ker's Compensation Bureau at 517-322-1195).	
	C.  ☐ I certify my business has a Worker's Compensation Policy one (21) days of the contract award.	. I will provide an original Certificate of Insurance within twenty-	
<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time enthan yourself, including family members and active partners (if none, you must enter "0").</li> </ol>			
	Full-time Employees	Part-time Employees	
lam	ame of Business	Federal ID (or) Social Security No.	
Address		Telephone ( )	
City	State	ZIP	
	nereby certify that the above information is true and correct. factors affecting my coverage during any of my present and	I agree to notify the Michigan DNR of any changes that occur future operations.	
S	Signature of Owner or Authorized Representative		
Т	Title	Date	

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

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

#### **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

## Hawkeye Mix (52-015-21)

T33N, R05W, SEC. 26; T33N, R05W, SEC. 27; T33N, R05W, SEC. 34; Charlevoix

In response to the notice of sale to be held 9:00 a.m. (local time) on November 3, 2021, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED VOLUME*	<u>A</u> E	OVERTISED PRICE	BID PRICE/UNIT
Basswood	97.3 MBF	\$	44.00/MBF	\$
Beech	64.1 MBF	\$	50.00/MBF	\$
Mixed Aspen	168.6 MBF	\$	41.00/MBF	\$
Red Maple	31.6 MBF	\$	78.00/MBF	\$
Sugar Maple	151.8 MBF	\$	378.00/MBF	\$
Pulpwood				
Basswood	265 Cords	\$	7.25/Cord	\$
Mixed Aspen	834 Cords	\$	16.00/Cord	\$
Mixed Hardwood	1,261 Cords	\$	16.70/Cord	\$
Red Oak	27 Cords	\$	9.05/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 5.09 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	of SOCIAL SECT	DRITT NUMBER	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN TI	HE ABOVE BOX.
Individual	or company representative's signatu	re:		Date:
Phone nu	ımher :	Email (	ontional):	

- " COOLAL CECUPITY NUMBER

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:		
r orest management omt.		

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

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if hoves 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within

	twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.			
•	<ul> <li>All Information must be typed or printed except for written signatures</li> </ul>			
Ple	Please Check Appropriate Categories:			
1.	1. My business is organized as (you <b>must</b> check <u>one</u> of the boxes bel	ow):		
	A.  Sole Proprietorship (individual)			
	B. Partnership			
	C. Corporation			
2.	2. You <b>must</b> check <u>one</u> of the boxes below:			
	<ul> <li>I certify my business is a sole proprietorship and it has no employees Worker's Compensation Laws.</li> </ul>	but the sole proprietor. I am not subject to the		
	B.  ☐ I certify my business has satisfied its o bligation to the Worker's Com Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice questions or a copy of the BWC-337, please call the Worker's Comp	of Exclusion within 21 days of the contract award. (For		
	C.   I certify my business has a Worker's Compensation Policy. I will provone (21) days of the contract award.	vide an original Certificate of Insurance within twenty-		
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the num than yourself, including family members and active partners (if noneFull-time Employees</li> </ol>			
lam	lame of Business Federal ID	(or) Social Security No.		
ddr	ddress Telephone (	)		
ity	State ZIP			
n fa	hereby certify that the above information is true and correct. I agree to a factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative			
T	Title	Date		

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

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

## **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

## Do the Evolution HDWDS (52-016-21)

T30N, R06W, SEC. 6; T30N, R07W, SEC. 1; T31N, R06W, SEC. 31; Antrim

In response to the notice of sale to be held 9:00 a.m. (local time) on November 3, 2021, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	Al	DVERTISED PRICE	BID PRICE/UNIT
Sawtimber				
Basswood	268.9 MBF	\$	44.00/MBF	\$
Beech	4.5 MBF	\$	50.00/MBF	\$
Black Cherry	4.7 MBF	\$	134.00/MBF	\$
Quaking Aspen	6.2 MBF	\$	41.00/MBF	\$
Red Maple	47.9 MBF	\$	78.00/MBF	\$
Sugar Maple	264.5 MBF	\$	378.00/MBF	\$
Yellow Birch	1.7 MBF	\$	35.00/MBF	\$
Pulpwood				
Basswood	203 Cords	\$	7.25/Cord	\$
Mixed Hardwood	541 Cords	\$	16.70/Cord	\$
Quaking Aspen	12 Cords	\$	16.00/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 7.01 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	JRITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.				
ndividual	or company representative's signatur	re:		Date:
Phone nu	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.

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

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•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.			
•	All Information must be typed or printed except for written signatures.			
Ple	lease Check Appropriate Categories:			
1.	<ul> <li>My business is organized as (you must check one of the A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>	ne boxes below):		
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 a Worker's Compensation Laws.	no employees but the sole proprietor. I am not subject to the		
	B.   I certify my business has satisfied its o bligation to the V	Worker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For /orker's Compensation Bureau at 517-322-1195).		
	C.   I certify my business has a Worker's Compensation Polone (21) days of the contract award.	licy. I will provide an original Certificate of Insurance within twenty-		
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, othe than yourself, including family members and active partners (if none, you must enter "0").</li> </ol>			
	Full-time Employees	Part-time Employees		
Nam	ame of Business	Federal ID (or) Social Security No.		
Add	Idress	Telephone ( )		
City	ty State	ZIP		
in fa _	factors affecting my coverage during any of my present ar	tt. I agree to notify the Michigan DNR of any changes that occur nd future operations.		
S	Signature of Owner or Authorized Representative			
T	Title	Date		

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