

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7251</u>

## <u>SCHEDULED SALE DATE AND TIME:</u> 10:00 a.m. (local time) on April 25, 2023. <u>LOCATION:</u> ATLANTA MGMT UNIT, 13501 M 33, ATLANTA, MI 49709.

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

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

Werth it Aspen (54-003-22) / T30N, R06E, SEC. 28, NENW,S1/2NW,W1/2NE,N1/2SW,SESW. Alpena County, Advertised Price \$164,452.40, 110.3 Acres, Aspen, Red Oak.

<u>I 4C Aspen</u> (54-004-22) / T30N, R06E, SEC. 33, NE. Alpena County, Advertised Price \$20,568.45, 29.2 Acres, Red Oak, Red Pine.

Knot Werthy Aspen (54-009-22) / T30N, R06E, SEC. 21, NWSE. T30N, R06E, SEC. 28, S1/2NE,N1/2SE. Alpena County, Advertised Price \$40,048.35, 40.3 Acres, Aspen, Hardwood.

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

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

Bids must be received by the Unit Manager, ATLANTA OFFICE, 13501 M 33, ATLANTA, MI 49709, no later than 10:00 a.m. (local time) on April 25, 2023. For further information concerning this sale, contact Cody Stevens at 989-785-4251 extension 5240.

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

If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

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

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

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

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

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

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

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

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

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

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

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

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

#### 8. Performance Security (1/11)

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

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

## 9. Worker's Compensation (10/22)

Purchaser shall obtain worker's compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

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

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

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

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

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

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

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

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

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

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

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties . The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In

addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

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

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

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

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

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

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

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

SHANNON LOTT, Acting Director

## TIMBER SALE INFORMATION

#### <u>Werth it Aspen (54-003-22)</u> T30N, R06E, SEC. 28. Alpena County (Advertised Price \$164,452.40)

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>	ERTISED PRICE
Sawtimber				
Mixed Aspen	241.2	MBF	\$	108.00 / MBF
Red Maple	26.0	MBF	\$	90.00 / MBF
Red Oak	198.7	MBF	\$	198.00 / MBF
Red Pine	12.3	MBF	\$	167.00 / MBF
Pulpwood				
Balsam Fir	13	Cords	\$	33.70 / Cord
Mixed Aspen	2,273	Cords	\$	30.35 / Cord
Mixed Hardwood	325	Cords	\$	30.55 / Cord
Red Oak	428	Cords	\$	33.75 / Cord
Red Pine	14	Cords	\$	62.05 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 15.46 percent. There are an estimated 4,085 cords on this timber sale, plus or minus 632 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 \$8,223.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule :
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	7.7%
02	15.9%
03	22.4%
04	29.0%
05	25.0%

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

#### SALE STATISTICS

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

#### SALE VOLUMES

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

VOLUME			STATISTICAL RANGE IN COR	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
322,728	4,085	15.46%	3,453	4,717

#### **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 (	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
15	322,728	4,085	15.46%	3,453	4,717
TOTAL:	322,728	4,085		3,453	4,717

## 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
15	110.3	1	8.5
		2	17.6
		3	24.7
		4	31.9
		5	27.6
TOTAL:	110.3		110.3

## DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

		i		i		
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	18.6	MBF	8.5	\$12,622.45
	B. T. Aspen		16.9	MBF		
	Quaking Aspen		1.7	MBF		
	Red Maple		2.0	MBF		
	Red Oak		15.3	MBF		
	Red Pine		0.9	MBF		
	Balsam Fir	Pulpwood	1	Cords		
	Mixed Aspen		175	Cords		
	B. T. Aspen		161	Cords		
	-		14	Cords		
	Quaking Aspen					
	Mixed Hardwood		24	Cords		
	Beech		1	Cords		
	Paper Birch		3	Cords		
	Red Maple		19	Cords		
	Sugar Maple		1	Cords		
	Red Oak		33	Cords		
	Red Pine		1	Cords		
2	Mixed Aspen	Sawtimber	38.5	MBF	17.6	\$26,229.75
	B. T. Aspen		34.9	MBF		
	Quaking Aspen		3.6	MBF		
	Red Maple		4.1	MBF		
	Red Oak		31.7	MBF		
	Red Pine		2.0	MBF		
	Balsam Fir	Pulpwood	2	Cords		
	Mixed Aspen		363	Cords		
	B. T. Aspen		334	Cords		
	Quaking Aspen		29	Cords		
	Mixed Hardwood		52	Cords		
	Beech		2	Cords		
	Paper Birch		7	Cords		
	Red Maple		40	Cords		
	Sugar Maple		3	Cords		
	Red Oak		68	Cords		
	Red Pine		2	Cords		
3	Mixed Aspen	Sawtimber	54.0	MBF	24.7	\$36,838.15
	B. T. Aspen		49.0	MBF		
	Quaking Aspen		5.0	MBF		
	Red Maple		5.8	MBF		
	Red Oak		44.5	MBF		
	Red Pine		2.8	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Aspen		509	Cords		
	B. T. Aspen		468	Cords		
	Quaking Aspen		41	Cords		
	Mixed Hardwood		73	Cords		
	Beech		3	Cords		
	Paper Birch		10	Cords		
	Red Maple		56	Cords		
	Sugar Maple		4	Cords		
	Red Oak		96	Cords		
	Red Pine		3	Cords		
4	Mixed Aspen	Sawtimber	69.7	MBF	31.9	\$47,621.65
4		Sawumber	63.2		51.9	Φ <del>4</del> 7,0∠1.00
	B. T. Aspen			MBF		
	Quaking Aspen		6.5	MBF		
	Red Maple		7.6	MBF		
	Red Oak		57.5	MBF		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Red Pine	Sawtimber	3.5	MBF		
	Balsam Fir	Pulpwood	4	Cords		
	Mixed Aspen		658	Cords		
	B. T. Aspen		606	Cords		
	Quaking Aspen		52	Cords		
	Mixed Hardwood		95	Cords		
	Beech		5	Cords		
	Paper Birch		14	Cords		
	Red Maple		71	Cords		
	Sugar Maple		5	Cords		
	Red Oak		124	Cords		
	Red Pine		4	Cords		
5	Mixed Aspen	Sawtimber	60.4	MBF	27.6	\$41,140.40
	B. T. Aspen		54.8	MBF		
	Quaking Aspen		5.6	MBF		
	Red Maple		6.5	MBF		
	Red Oak		49.7	MBF		
	Red Pine		3.1	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Aspen		568	Cords		
	B. T. Aspen		523	Cords		
	Quaking Aspen		45	Cords		
	Mixed Hardwood		81	Cords		
	Beech		4	Cords		
	Paper Birch		11	Cords		
	Red Maple		62	Cords		
	Sugar Maple		4	Cords		
	Red Oak		107	Cords		
	Red Pine		4	Cords		
		TOTAL:	478.2	MBF		
		TOTAL:	3,053	Cords		

#### Sale Name: Werth it Aspen

## Sale Number: 54-003-22 Seq#: 3

#### 1 - Sale Area

1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. Interior Payment Unit boundaries are marked with yellow paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

## 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-5, cut all trees that are two (2) inches or more at DBH except trees painted in green above and below stump height. Green marked trees are special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) exceeding \$25,000 in value 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

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green paint above and below stump height. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$200 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

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

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

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

#### 4.2 - Maintenance

## 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. This fill material shall consist of cobbles, crushed rock or gravel. This fill must not contain clay or organic matter. Areas of road not holding up during sale operations must be fortified with this acceptable fill material. This is to prevent excessive road repair costs through preventive maintenance.

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

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

## 5 - Operations

## 5.1 - Notification

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

A pre-sale conference 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 in advance to schedule the conference

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Riverside Energy, LLC at (231) 995-4000. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

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

A post-sale conference on site between the Purchaser and sale administrator is required 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

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

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

#### 5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

## 5.2.3 - Operating Restrictions

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

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

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant deciduous sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.4 - Dead and Down Creation

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

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over trees indicated by an orange-painted X. These trees should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over. If it is impossible or impractical to push these trees over, they may be severed or partially severed at the stump. Whenever possible the stem of the tree is suspended off the ground level. These trees should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over.

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

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

#### 5.4 - 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.

## 5.8 - Protection of Endangered Species

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

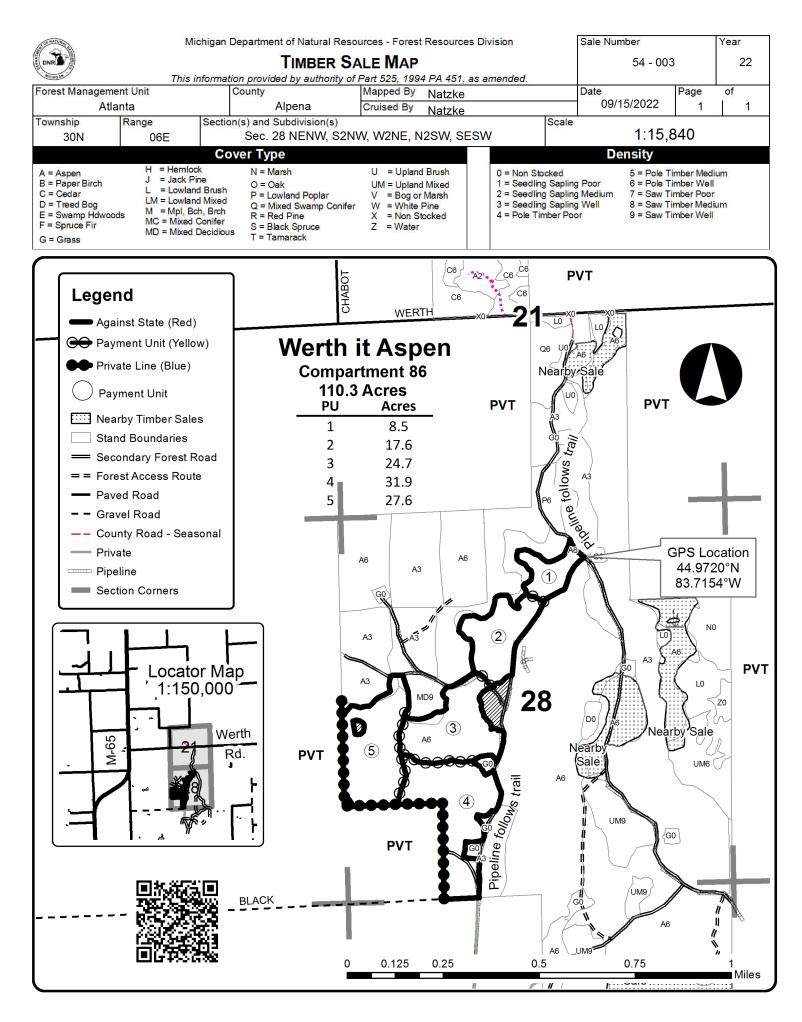
All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

#### 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 state forest roads adjacent to the sale area prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



## TIMBER SALE INFORMATION

#### <u>I 4C Aspen (54-004-22)</u> T30N, R06E, SEC. 33. Alpena County (Advertised Price \$20,568.45)

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*		AD\	ADVERTISED PRICE	
Sawtimber					
Red Oak	98.7	MBF	\$	166.00 / MBF	
Pulpwood					
Red Oak	120	Cords	\$	28.35 / Cord	
Red Pine	15	Cords	\$	52.15 / Cord	

\* The total volume is statistically estimated within plus (+) or minus (-) 35.36 percent. There are an estimated 366 cords on this timber sale, plus or minus 129 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 \$1,028.00 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 01
  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 12/31/2025.

#### SALE STATISTICS

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

#### SALE VOLUMES

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

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
28,908	366	35.36%	237	495

#### 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
41	28,908	366	35.36%	237	495
TOTAL:	28,908	366		237	495

#### 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
41	29.2	1	29.2
TOTAL:	29.2		29.2

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Oak	Sawtimber	98.7	MBF	29.2	\$20,568.45
	Red Oak	Pulpwood	120	Cords		
	Red Pine		15	Cords		
	Red Pine	Sawtimber	4.6	MBF		
	Red Pine	Pulpwood	6	Cords		
		TOTAL:	98.7	MBF		
		TOTAL:	135	Cords		

#### Sale Specific Conditions & Requirements

#### Sale Name: I 4C Aspen

## Sale Number: 54-004-22 Seq#: 3

## 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue 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. 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

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1, cut all trees which meet minimum piece specifications in 2.2 Utilization.

2.2 - Utilization

2.2.6 - Roundwood operation required (3/21)

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

#### 3 - Payments

- 3.3 Pre-measured Sales
  - 3.3.4 Dividing payment units (7/14)

Payment Unit(s) greater than \$25,000 in value 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 \$200 per acre for all acreage within that specified portion of the sale area that was damaged.

#### 4 - Transportation

- 4.1 Construction
  - 4.1.3 Slash and earthen piles (8/04)

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

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

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

4.2 - Maintenance

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material

should be placed before trucking begins. Fill material must consist of crushed rock or gravel and must not contain clay or organic matter. Areas of road not holding up during sale operations must be fortified with this acceptable fill material. This is to prevent excessive road repair costs through preventive maintenance.

4.2.5 - Two wheel drive condition (2/04)

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

## 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference 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 in advance to schedule the conference.

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Riverside Energy, LLC at (231) 995-4000. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

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

A post-sale conference on site between the Purchaser and sale administrator is required 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

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

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

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

Chipping or removal of sub-merchantable tops and slash is not permitted. Sub-merchantable tops and slash must be placed high and wide over the oak stump. This is protect oak stump sprout regeneration from browsing.

#### 5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

## 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to the period the dormant season (approximately October 15 - April 15). This restriction is to promote vigorous stump and root sprouting. In addition, it is recommended that harvest operations occur under dry or frozen ground conditions as there are seasonally wet areas within the sale.

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

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

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

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

#### 5.8 - Protection of Endangered Species

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

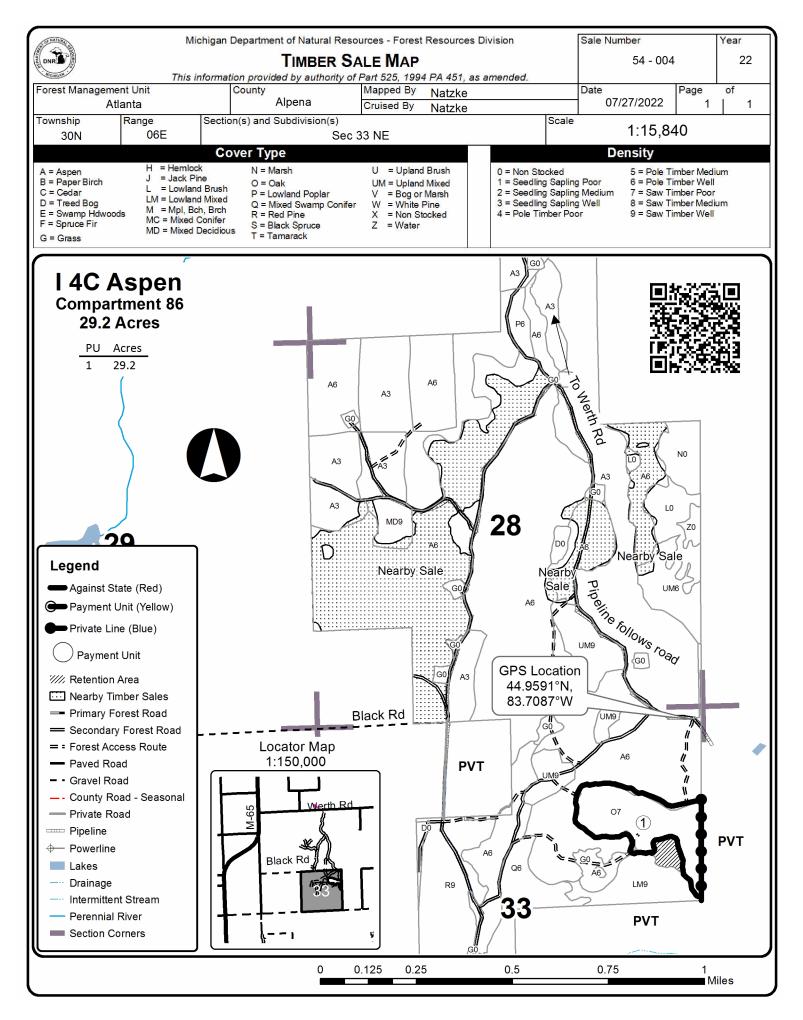
All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

## **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 state forest roads used for hauling prior to beginning operations. The road must be posted at locations designated on the map at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



## TIMBER SALE INFORMATION

#### Knot Werthy Aspen (54-009-22) T30N, R06E, SEC. 21; T30N, R06E, SEC. 28. Alpena County (Advertised Price \$40,048.35)

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*		ADVERTISED PRIC	
Sawtimber				
Mixed Aspen	65.7	MBF	\$	94.00 / MBF
Red Maple	19.8	MBF	\$	78.00 / MBF
Red Oak	26.3	MBF	\$	172.00 / MBF
Red Pine	9.1	MBF	\$	145.00 / MBF
White Pine	16.3	MBF	\$	122.00 / MBF
Pulpwood				
Balsam Fir	27	Cords	\$	29.20 / Cord
Mixed Aspen	585	Cords	\$	26.30 / Cord
Mixed Hardwood	211	Cords	\$	26.50 / Cord
Mixed Spruce	35	Cords	\$	16.05 / Cord
N. White Cedar	3	Cords	\$	18.95 / Cord
Red Oak	44	Cords	\$	29.25 / Cord
Red Pine	10	Cords	\$	53.80 / Cord
Tamarack	3	Cords	\$	8.50 / Cord
White Pine	13	Cords	\$	20.15 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 13.54 percent. There are an estimated 1,244 cords on this timber sale, plus or minus 169 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 \$2,002.00 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 uni					
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE				
01	14.9%				

01						1370	
02						42.1%	
03						43.0%	

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 12/31/2025.

#### SALE STATISTICS

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

#### SALE VOLUMES

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

VOLUME STATISTICAL RAN			ANGE IN CORDS	
TOTAL CUBIC FEET	TAL CUBIC FEET TOTAL CORDS		MINIMUM	MAXIMUM
98,295	1,244	13.54%	1,076	1,413

#### **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
10	17,847	226	32.66%	152	300
28	39,477	500	23.83%	381	619
58	40,972	519	22.57%	402	636
TOTAL:	98,295	1,244		934	1,554

#### VDU TO PAYMENT UNIT

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

VDU	VDU ACRES	PU	PU ACRES
10	8.8	1	8.8
28	15.7	2	15.7
58	15.8	3	15.8
TOTAL:	40.3		40.3

## DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	6.2	MBF	8.8	\$5,949.70
	B. T. Aspen		3.9	MBF		
	Quaking Aspen		2.3	MBF		
	Red Maple		1.2	MBF		
	Red Pine		3.2	MBF		
	White Pine		3.9	MBF		
	Balsam Fir	Pulpwood	23	Cords		
	Balsam Fir		23	Cords		
	Mixed Aspen		86	Cords		
	Balsam Poplar	Sawtimber	1.4	MBF		
	B. T. Aspen	Pulpwood	48	Cords		
	Balsam Poplar		30	Cords		
	Quaking Aspen		5	Cords		
	Mixed Hardwood		32	Cords		
	Paper Birch		4	Cords		
	Red Maple		28	Cords		
	Mixed Spruce		11	Cords		
	White Spruce		11	Cords		
	N. White Cedar		3	Cords		
	N. White Cedar	Sawtimber	0.6	MBF		
	N. White Cedar	Pulpwood	2	Cords		
	Red Oak	,	4	Cords		
	Red Pine		3	Cords		
	White Pine		2	Cords		
2	Mixed Aspen	Sawtimber	39.0	MBF	15.7	\$16,841.15
-	B. T. Aspen		25.8	MBF		¢.0,00
	Quaking Aspen		13.2	MBF		
	Red Oak		8.6	MBF		
	Red Pine		2.8	MBF		
	White Pine		8.8	MBF		
	Mixed Aspen	Pulpwood	331	Cords		
	B. T. Aspen		142	Cords		
	Quaking Aspen		189	Cords		
	Mixed Hardwood		30	Cords		
	Red Maple		30	Cords		
	Red Oak		10	Cords		
	Red Pine		6	Cords		
	White Pine		5	Cords		
3	Mixed Aspen	Sawtimber	20.5	MBF	15.8	\$17,257.50
	B. T. Aspen		8.9	MBF	10.0	ψ17,207.00
	Quaking Aspen		11.6	MBF		
	Red Maple		18.6	MBF		
	Red Oak		17.7	MBF		
	Red Pine		3.1	MBF		
	White Pine		3.6	MBF		
	Balsam Fir	Pulpwood	4	Cords		
	Balsam Fir	-	1.4	MBF		
	Balsam Fir	Pulpwood	1.4	Cords		
	Mixed Aspen		168	Cords		
	B. T. Aspen		5	Cords		
	D. T. Aspen Quaking Aspen		5 163	Cords		
	Mixed Hardwood		149	Cords		
	Black Cherry	Sawtimber	0.8	MBF		
	-	Sawumber				
	Paper Birch	Dulawaad	1.6	MBF		
	Black Cherry	Pulpwood	23	Cords		
	Paper Birch		10	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
3 con't	Red Maple	Pulpwood	111	Cords		
	Mixed Spruce		24	Cords		
	White Spruce	Sawtimber	5.1	MBF		
	White Spruce	Pulpwood	14	Cords		
	Red Oak		30	Cords		
	Red Pine		1	Cords		
	Tamarack		3	Cords		
	White Pine		6	Cords		
		TOTAL:	137.2	MBF		
		TOTAL:	931	Cords		

#### Sale Specific Conditions & Requirements

## Sale Name: Knot Werthy Aspen

Sale Number: 54-009-22 Seq#: 3

#### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint except for a small section of Payment Unit 3 which is marked with green paint. Note that Werth Road is the northern boundary of Payment Unit 1 and is unpainted. Retention patches are marked with red or green paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber except in Payment Unit 1. In Payment Unit 1 merchantable deciduous trees are Included Timber.

#### 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 & 2, cut all trees that are two (2) inches or more at DBH except green-painted leave trees, which are special protection trees identified in accordance with condition 3.4.1, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 3, cut all trees which meet minimum piece specifications in 2.2 Utilization, except green-painted leave trees. These are special protection trees identified in accordance with condition 3.4.1, within clearcutting unit boundaries, are not Included Timber and are to be protected. All sub-merchantable trees are not designated for harvest and are protected in condition 3.4.1.

#### 2.1.15 - Hazard trees near roads (11/20)

Cut and remove all standing dead trees within 100 feet of the cleared portion of Werth Road. These trees must be scattered back into the sale area.

#### 3 - Payments

3.3 - Pre-measured Sales

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

Payment Unit(s) exceeding \$25,000 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. 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 in Payment Unit 3.

Within Payment Unit 3, 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 \$500 per acre for all acreage within that specified portion of the sale area that was damaged.

Within the sale area, no damage is acceptable to green leave trees. Within the sale area, if more than 5 % of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 3.4.2 - Special Protection Trees (4/14)

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

marked with green paint above and below stump height. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$200 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

## 4 - Transportation

## 4.1 - Construction

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

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

## 4.1.6 - Road construction (1/09)

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

## 4.1.7 - Road closure (10/11)

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

## 4.2 - Maintenance

## 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. This fill material must be gravel or crushed rock and must not contain clay or organic matter.

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

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

#### 5 - Operations

## 5.1 - Notification

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

A pre-sale conference 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 in advance to schedule the conference.

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Riverside Energy, LLC at (231) 995 4000.

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

A post-sale conference on site between the Purchaser and sale administrator is required 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

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

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

## 5.2.2 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

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

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

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

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.4 - Dead and Down Creation

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

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over trees indicated by an orange-painted X. These trees should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over. If it is impossible or impractical to push these trees over, they may be severed or partially severed at the stump. Whenever possible the stem of the tree should rest above ground level. In addition, trees indicated with an orange painted R are located approximately every 400 feet along the wetland edge. These trees must be pushed over like the orange-painted X trees and also have an accumulation of slash and tops placed over the tree to create a cavity for rabbits.

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1 & 3, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is to protect seasonally wet, fragile soils.

#### 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.

#### 5.4 - Soil Protection

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

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

## 5.8 - Protection of Endangered Species

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

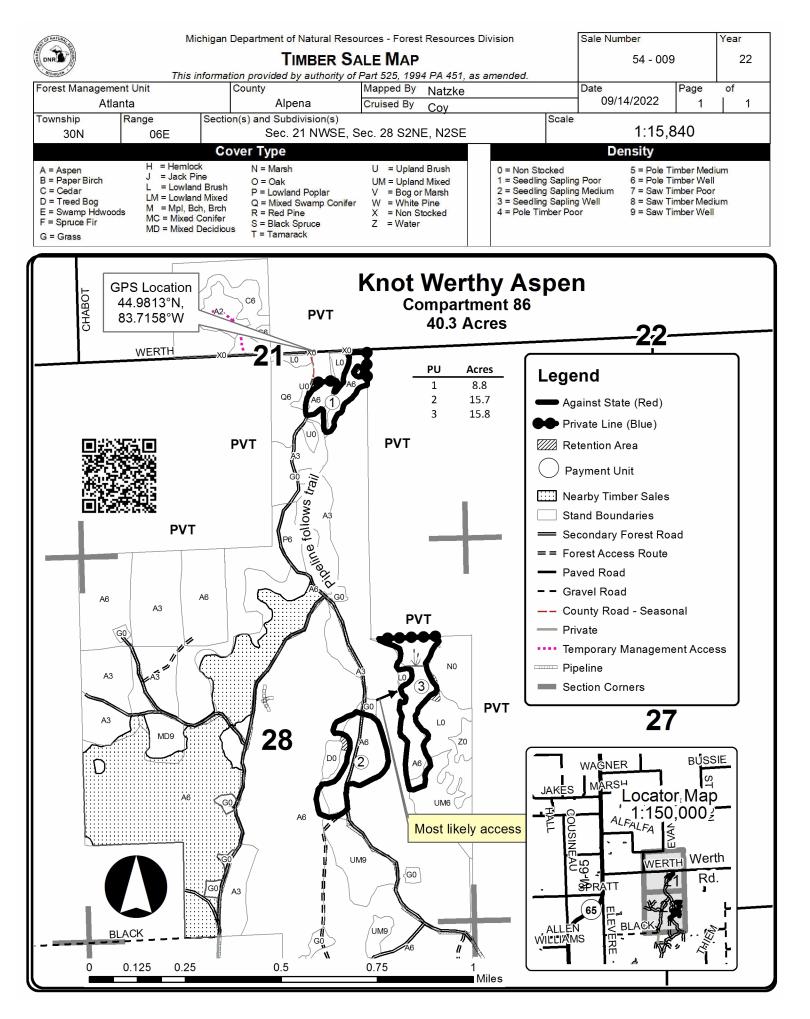
All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

## **6 - Safety and Fire Prevention**

6.2 - Signing

## 6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on interior forest roads that access the sale area prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



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

#### **BID FORM**

## <u>Werth it Aspen (54-003-22)</u> T30N, R06E, SEC. 28; Alpena COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on April 25, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Mixed Aspen	241.2	MBF	\$	108.00/MBF	\$
Red Maple	26.0	MBF	\$	90.00/MBF	\$
Red Oak	198.7	MBF	\$	198.00/MBF	\$
Red Pine	12.3	MBF	\$	167.00/MBF	\$
Pulpwood					
Balsam Fir	13	Cords	\$	33.70/Cord	\$
Mixed Aspen	2,273	Cords	\$	30.35/Cord	\$
Mixed Hardwood	325	Cords	\$	30.55/Cord	\$
Red Oak	428	Cords	\$	33.75/Cord	\$
Red Pine	14	Cords	\$	62.05/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 15.46 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECURITY NUMBER:	
Company or individual bidding:		
Company representative's name:		
Address:		
City:	State: Zip:	

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature:

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 Michigan - 57	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	e contract.		-	tract award and prior to the issuance of the timber
	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**

#### Knot Werthy Aspen (54-009-22) T30N, R06E, SEC. 21; T30N, R06E, SEC. 28; Alpena COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on April 25, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED VOLUME*	ADVERTISED	PRICE BID PRIC	<u>E/UNIT</u>
Mixed Aspen	65.7 MBF	\$ 94.00/M	BF \$	
Red Maple	19.8 MBF	\$ 78.00/M	BF \$	
Red Oak	26.3 MBF	\$ 172.00/M	BF \$	
Red Pine	9.1 MBF	\$ 145.00/M	BF \$	
White Pine	16.3 MBF	\$ 122.00/M	BF \$	
Pulpwood				
Balsam Fir	27 Cords	\$ 29.20/C	ord \$	
Mixed Aspen	585 Cords	\$ 26.30/C	ord \$	
Mixed Hardwood	211 Cords	\$ 26.50/C	ord \$	
Mixed Spruce	35 Cords	\$ 16.05/C	ord \$	
N. White Cedar	3 Cords	\$ 18.95/C	ord \$	
Red Oak	44 Cords	\$ 29.25/C	ord \$	
Red Pine	10 Cords	\$ 53.80/C	ord \$	
Tamarack	3 Cords	\$ 8.50/C	ord \$	
White Pine	13 Cords	\$ 20.15/C	ord \$	

\*The volumes are statistically estimated within plus (+) or minus (-) 13.54 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECURITY NUMBER:	
Company or individual bidding:		
Company representative's name:		
Address:		
City: S	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 Michigan - 57	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.						
	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.						
• All	Information must be typed or printed	except for written	signatures.				
Please Check Appropriate Categories:							
-	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			
	<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.						
	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	Title Date						

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

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

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

#### **BID FORM**

#### <u>I 4C Aspen (54-004-22)</u> T30N, R06E, SEC. 33; Alpena COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on April 25, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Red Oak	98.7	MBF	\$	166.00/MBF	\$
Pulpwood					
Red Oak	120	Cords	\$	28.35/Cord	\$
Red Pine	15	Cords	\$	52.15/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 35.36 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: S	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:\_\_\_\_

NOF NATURAL PESSOL	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY			
A DNR A	TIMBER SAL	E		Sale Number (XX – XXX – XX – XX)			
TCHIGH	VERIFICATION OF WORKE	" R'S DISABILIT	v				
	COMPENSATION ACT C		•	Forest Management Unit:			
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	er's Compensation) an	d				
VERIFIC	ATION OF WORKER'S DISABILIT		ON ACT COI	MPLIANCE			
	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 In	formation must be typed or printed	except for written s	ignatures.				
Please C	heck Appropriate Categories:						
1. Myb	usiness is organized as (you <b>must</b>	check one of the	boxes below)	:			
A. 🗆	Sole Proprietorship (individual)						
В. 🗆	Partnership						
C. 🗆	Corporation						
2. You	must 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	t the sole proprietor. I am not subject to the			
В. 🗌	<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> </ul>						
C. 🗆	l certify my business has a Worker's C one (21) days of the contract award.	Compensation Policy	. I will provide	an original Certificate of Insurance within twenty-			
	u have checked item 2(A) or 2(B), yourself, including family members			r of <b>both</b> full-time and part-time employees, other ou must enter "0").			
	Full-time Er	nployees		Part-time Employees			
Name of Dec							
Name of Bu	Siriess		Federal ID (or)	Social Security No.			
Address			Telephone				
			( )				
City		State	ZIP				
l hereby c	pertify that the above information is	true and correct	Lagree to po	tify the Michigan DNR of any changes that occur			
	affecting my coverage during any o						
Signatur	e of Owner or Authorized Representative						
Olgriatur	e of owner of Autionzed Representative						
Title			Da	ite			

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

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