

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7187

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on February 7, 2023. LOCATION: GAYLORD MGMT UNIT, 1732 WEST M 32, GAYLORD, MI 49735.

<u>PROSPECTUS NOTE:</u> 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.

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

Perky Porky Hardwoods (52-020-22) / T29N, R03W, SEC. 30, SWNW,W1/2SW.

T29N, R04W, SEC. 25, SENE, NESE, S1/2SE.

Otsego County, Advertised Price \$84,040.25, 61.0 Acres, Hardwood, Aspen.

SALE NOTE: Oak wilt specs apply to Payment Unit 2.

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.

Tree Top Flyer (52-022-22) / T33N, R05W, SEC. 1, N1/2NW,NE.

Charlevoix County, Advertised Price \$41,464.95, 45.5 Acres, Hardwood, Aspen.

SALE NOTE: At time of prospectus posting, cutting, skidding and hauling operations are prohibited within Payment Units 1 and 2 from March 15 to July 15. This is because of the discovery of an active and occupied raptor nest in summer 2022. See spec 5.8.8 regarding possible alteration or removal of this timing restriction, should the nest be deemed inactive and unoccupied during upcoming critical nesting period(s).

Chipping of tops and limbs is prohibited within Payment Unit 2. Tops should be placed over freshly cut maple and basswood stumps to reduce deer browse on regenerating stump-sprouts. See spec 2.2.10.

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.

Kolke Creek Red Pine (52-027-22) / T29N, R04W, SEC. 23, SW.

T29N, R04W, SEC. 25, SWNW.

T29N, R04W, SEC. 26, S1/2NE, SE.

T29N, R04W, SEC. 35, NENW, S1/2NW, NWNE, SW.

Otsego County, Advertised Price \$206,816.85, 180.4 Acres, Red Pine, Hardwood.

SALE NOTE: Large acreage, high volume

Lynn Lake Hardwoods (52-028-22) / T29N, R04W, SEC. 23, SWNW,NWSW,S1/2SW.

T29N, R04W, SEC. 26, E1/2NW,SWNE.

T29N, R04W, SEC. 36, SE.

Otsego County, Advertised Price \$193,590.60, 172.8 Acres, Hardwood, Sugar Maple.

SALE NOTE: If desired, private access for Payment Units 1 and 2 is the responsibility of the Purchaser.

Access may be through private land.

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

#### 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 February 7, 2023. For further information concerning this sale, contact Lucas Merrick at 989-732-3541 extension 5440.

## 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

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#### TIMBER SALE INFORMATION

Perky Porky Hardwoods (52-020-22)
T29N, R03W, SEC. 30; T29N, R04W, SEC. 25.
Otsego County (Advertised Price \$84,040.25)

SALE NOTE: Oak wilt specs apply to Payment Unit 2.

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	<u>ESTIMATE</u>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Beech	25.5	MBF	\$	49.00 / MBF
Mixed Aspen	45.5	MBF	\$	60.00 / MBF
Red Maple	237.1	MBF	\$	94.00 / MBF
Red Oak	47.6	MBF	\$	85.00 / MBF
Red Pine	14.8	MBF	\$	151.00 / MBF
Sugar Maple	76.2	MBF	\$	324.00 / MBF
White Pine	17.8	MBF	\$	48.00 / MBF
Pulpwood				
Mixed Aspen	89	Cords	\$	21.50 / Cord
Mixed Hardwood	1,125	Cords	\$	17.85 / Cord
Red Oak	39	Cords	\$	41.50 / Cord
Red Pine	15	Cords	\$	55.10 / Cord
White Pine	48	Cords	\$	31.45 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 19.53 percent. There are an estimated 2,403 cords on this timber sale, plus or minus 469 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$4,202.00 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

01

23.4%

02

76.6%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2026.

## **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		VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
189,838	2,403	19.53%	1,934	2,872		

## **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
31	139,244	1,763	17.31%	1,457	2,068
92	50,595	640	24.88%	481	800
TOTAL:	189,838	2,403		1,939	2,868

## **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
31	31.9	2	31.9
92	29.1	1	29.1
TOTAL:	61.0		61.0

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Beech	Sawtimber	5.1	MBF	29.1	\$19,630.60
	Mixed Aspen		11.7	MBF		
	B. T. Aspen		2.4	MBF		
	Quaking Aspen		9.3	MBF		
	Red Maple		29.5	MBF		
	Red Oak		6.1	MBF		
	Red Pine		14.8	MBF		
	Sugar Maple		9.3	MBF		
	White Pine		17.8	MBF		
	Mixed Aspen	Pulpwood	69	Cords		
	B. T. Aspen		11	Cords		
	Quaking Aspen		58	Cords		
	Mixed Hardwood		262	Cords		
	Beech		31	Cords		
	Paper Birch		3	Cords		
	Red Maple		182	Cords		
	Sugar Maple		46	Cords		
	Red Oak		19	Cords		
	Red Pine		15	Cords		
	White Pine		48	Cords		
2	Beech	Sawtimber	20.4	MBF	31.9	\$64,409.6
	Mixed Aspen		33.8	MBF		
	B. T. Aspen		33.8	MBF		
	Red Maple		207.6	MBF		
	Red Oak		41.5	MBF		
	Sugar Maple		66.9	MBF		
	Mixed Aspen	Pulpwood	20	Cords		
	B. T. Aspen		20	Cords		
	Mixed Hardwood		863	Cords		
	Beech		192	Cords		
	Ironwood		12	Cords		
	Red Maple		480	Cords		
	Sugar Maple		170	Cords		
	Yellow Birch		9	Cords		
	Red Oak		20	Cords		
		TOTAL:	464.5	MBF		
		TOTAL:	1,316	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Perky Porky Hardwoods Sale Number: 52-020-22 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by 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 and 2, cut all trees that are two (2) inches or more at DBH, except white pine >18" DBH 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 2, 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 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 1st. 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. All stumps within 5 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.

#### 5.4.4 - 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.

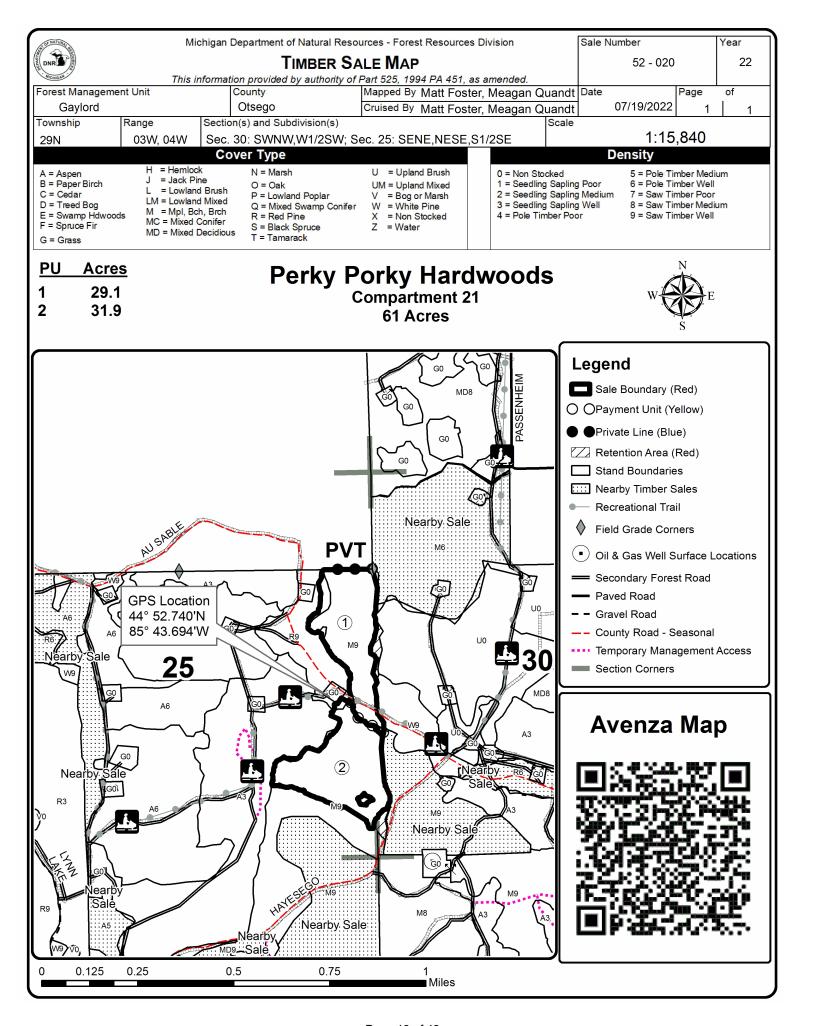
## 6 - Safety and Fire Prevention

## 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail 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 8/26/2022 2:48:49PM



## TIMBER SALE INFORMATION

Tree Top Flyer (52-022-22)
T33N, R05W, SEC. 1.
Charlevoix County (Advertised Price \$41,464.95)

SALE NOTE: At time of prospectus posting, cutting, skidding and hauling operations are prohibited within Payment Units 1 and 2 from March 15 to July 15. This is because of the discovery of an active and occupied raptor nest in summer 2022. See spec 5.8.8 regarding possible alteration or removal of this timing restriction, should the nest be deemed inactive and unoccupied during upcoming critical nesting period(s).

Chipping of tops and limbs is prohibited within Payment Unit 2. Tops should be placed over freshly cut maple and basswood stumps to reduce deer browse on regenerating stump-sprouts. See spec 2.2.10.

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>ESTIMATE</b>	ED UNITS*	AD\	/ERTISED PRICE
Sawtimber				
B. T. Aspen	46.2	MBF	\$	55.00 / MBF
Basswood	16.2	MBF	\$	61.00 / MBF
Sugar Maple	81.6	MBF	\$	301.00 / MBF
Pulpwood				
B. T. Aspen	91	Cords	\$	19.95 / Cord
Basswood	46	Cords	\$	13.10 / Cord
Mixed Hardwood	662	Cords	\$	16.55 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 20.91 percent. There are an estimated 1,136 cords on this timber sale, plus or minus 238 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 \$2,073.00 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	20.0%
02	57.0%
03	23.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2025.

## **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		VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
89,772	1,136	20.91%	899	1,374		

## **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
21	20,125	255	72.40%	70	439
36	44,707	566	20.84%	448	684
45	24,940	316	60.29%	125	506
TOTAL:	89,772	1,136		644	1,629

## **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:	45.5		45.5
45	11.8	3	11.8
36	26.0	2	26.0
21	7.7	1	7.7
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	35.0	MBF	7.7	\$8,312.75
	Basswood		4.9	MBF		
	Sugar Maple		11.8	MBF		
	B. T. Aspen	Pulpwood	56	Cords		
	Basswood		1	Cords		
	Mixed Hardwood		85	Cords		
	Ironwood		2	Cords		
	Red Maple		9	Cords		
	Sugar Maple		74	Cords		
2	B. T. Aspen	Sawtimber	1.3	MBF	26.0	\$23,624.95
	Sugar Maple		54.4	MBF		
	B. T. Aspen	Pulpwood	18	Cords		
	Basswood		14	Cords		
	Mixed Hardwood		401	Cords		
	Beech		35	Cords		
	Ironwood		6	Cords		
	Sugar Maple		360	Cords		
3	B. T. Aspen	Sawtimber	9.9	MBF	11.8	\$9,527.25
	Basswood		11.3	MBF		
	Sugar Maple		15.4	MBF		
	B. T. Aspen	Pulpwood	17	Cords		
	Basswood		31	Cords		
	Mixed Hardwood		176	Cords		
	American Elm		3	Cords		
	Ironwood		26	Cords		
	Sugar Maple		147	Cords		
		TOTAL:	144.0	MBF		
		TOTAL:	799	Cords		

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## Sale Specific Conditions & Requirements

Sale Name: Tree Top Flyer Sale Number: 52-022-22 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and blue paint. Bear River Road serves as an unpainted sale boundary for a portion of Payment Unit 2. This location is shown on the Timber Sale Map. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior retention islands are marked with red painted X's. Boundary excluded retention areas are shown on the Timber Sale Map. No harvesting activities may occur within retention areas. The red and blue 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 and 3, cut all trees that are two (2) inches or more at DBH with the following exceptions:

- Within Payment Unit 1, do not cut the two (2) beech trees marked with green paint or yellow birch.
- Within Payment Unit 3, do not cut red pine or yellow birch.

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

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH except trees marked with green paint above and below stump height and yellow birch.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

## 2.2 - Utilization

## 2.2.10 - No chipping tops and limbs (8/16)

Within Payment Unit(s) 2, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered. Focus placing tops and limbs over freshly cut sugar maple and basswood stumps. This is meant to blockade some stump-sprout regeneration from deer browse.

## 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 2 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 allowed for Payment Unit 2.

## 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured.

No damage is acceptable to undesignated live merchantable trees and designated retention areas. 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

the one (1) Legacy sugar maple tree marked with green paint in Payment Unit 2. Legacy trees are defined as having some of the following characteristics: twenty six (26) inches or more at DBH, fire scars, broken tops/crowns, etc. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$500.00 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, 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. Access routes to each Payment Unit already have "holes" or the potential to develop "holes" depending on seasonal conditions. The Unit Manager or his/her representative must approve the type of fill material used prior to placement. In general, suitable fill material includes clean cobble and/or crushed rock.

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

For completion of the sale, state forest roads might need to be graded. In general, this will require a road grader or bull dozer 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.

## 5 - Operations

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No brush or logging debris is to be left in openings that are 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.

#### 5.2.4 - Dead and Down Creation

## 5.2.4.1 - Dead and down creation, marked trees (10/13)

In Payment Units 2, all trees marked with orange paint must be left until all merchantable timber has been cut and taken

to the landing. At which time, they are to be cut, felled, and left on site for wildlife. These trees have been taken off the timber tally.

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

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

#### 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1 and 3, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. Preferably a hardwood species such as maple or beech. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

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

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

## 5.2.39 - ORV trail/route protection (4/18)

The Tomahawk Motorcycle Trail B Loop is a motorcycle trail that travels through Payment Unit 3. The trail is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

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

Snowmobile Trail LP 761 is located just east of Payment Unit 3. The snowmobile trail 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 1st. 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. Maintain a 10 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.

#### 5.4 - Soil Protection

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

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

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

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

#### 5.8 - 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.

#### 5.8.8 - Protected species, other (2/12)

Unless changed by written agreement; cutting, skidding and hauling operations are prohibited within Payment Unit(s) 1 and 2 from March 15 to July 15. This restriction is because of the discovery of an active and occupied Broad-Winged Hawk nest during timber sale preparation in summer 2022. However, this restriction could be altered or removed if the nest is found to be inactive and unoccupied during the critical nesting period (March 15 - July 15). Nest occupancy will be monitored during

the length of contract ownership. The Unit Manager or his/her representative will keep the winning producer informed about the status of nest occupancy. Should on-site evaluation determine the nest to be inactive and unoccupied, the Unit Manager and Wildlife Biologist will consider altering or removing the March 15 to July 15 harvest restriction.

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

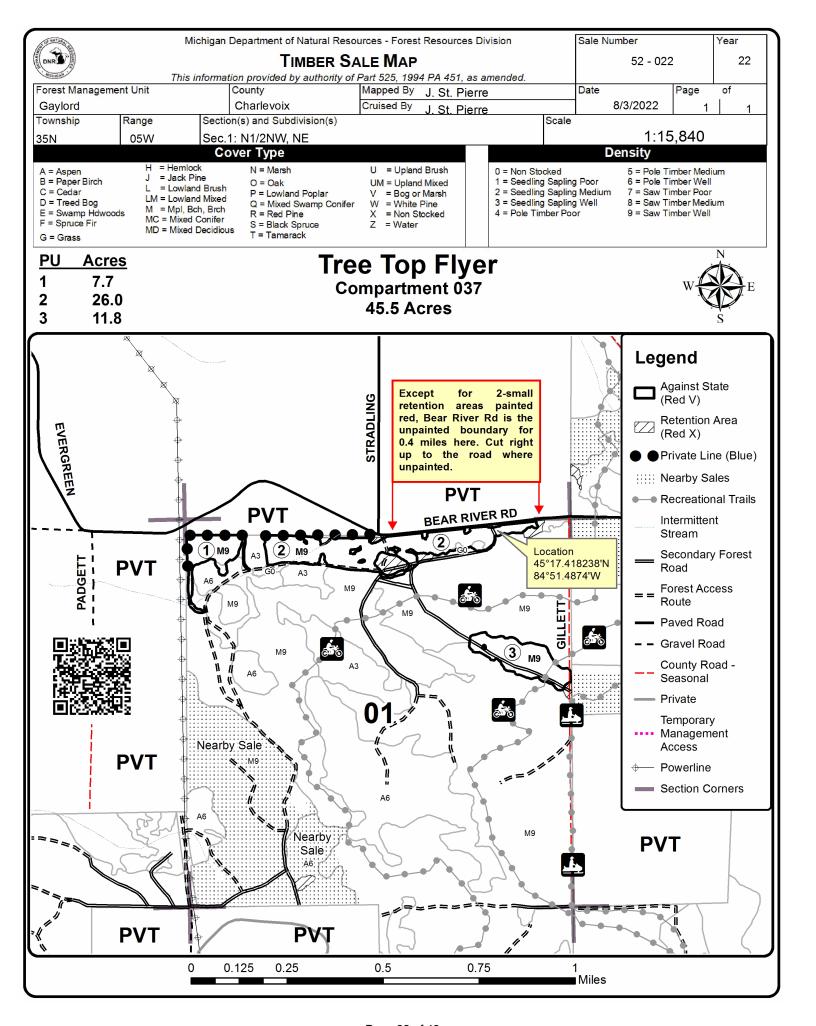
## 6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Snowmobile Trail LP 761 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.

#### 6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Tomahawk Motorcycle Trail B Loop in Payment Unit 3 prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 11/21/2022 1:43:08PM



## TIMBER SALE INFORMATION

#### Kolke Creek Red Pine (52-027-22)

T29N, R04W, SEC. 23; T29N, R04W, SEC. 25; T29N, R04W, SEC. 26; T29N, R04W, SEC. 35.
Otsego County (Advertised Price \$206,816.85)

SALE NOTE: Large acreage, high volume

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>	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
Basswood	18.7	MBF	\$	65.00 / MBF
Quaking Aspen	19.9	MBF	\$	60.00 / MBF
Red Pine	328.3	MBF	\$	151.00 / MBF
Pulpwood				
Basswood	61	Cords	\$	14.10 / Cord
Mixed Aspen	69	Cords	\$	21.50 / Cord
Mixed Hardwood	51	Cords	\$	17.85 / Cord
Red Pine	2,751	Cords	\$	55.10 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.83 percent. There are an estimated 3,700 cords on this timber sale, plus or minus 327 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 \$10,341.00 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	14.3%
02	5.0%
03	52.5%
04	18.0%
05	10.2%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2026.

#### **SALE STATISTICS**

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

#### SALE VOLUMES

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

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR	MINIMUM	MAXIMUM
292,290	3,700	8.83%	3,373	4,027

## **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
25	40,732	516	27.93%	372	660
46	10,050	127	39.82%	77	178
55	148,985	1,886	11.44%	1,670	2,102
57	4,729	60	100.87%	1	120
94	56,010	709	21.19%	559	859
110	31,784	402	35.18%	261	544
TOTAL:	292,290	3,700		2,937	4,463

## **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:	180.4		180.4
110	23.8	5	23.8
94	35.9	4	35.9
57	4.0	2	4.0
55	84.6	3	84.6
46	7.7	2	7.7
25	24.4	1	24.4
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	12.8	MBF	24.4	\$29,526.60
	Quaking Aspen		1.1	MBF		
	Red Pine		38.2	MBF		
	Basswood	Pulpwood	12	Cords		
	Mixed Aspen		3	Cords		
	Quaking Aspen		3	Cords		
	Mixed Hardwood		2	Cords		
	Sugar Maple		2	Cords		
	Red Pine		410	Cords		
2	Red Pine	Sawtimber	17.6	MBF	11.7	\$10,244.45
	Mixed Aspen	Pulpwood	13	Cords		
	B. T. Aspen		11	Cords		
	Quaking Aspen	l	2	Cords		
	Mixed Hardwood		5	Cords		
	Red Maple		5	Cords		
	Red Pine		131	Cords		
3	Quaking Aspen	Sawtimber	11.1	MBF	84.6	\$108,720.25
	Red Pine		152.7	MBF		, , , ,
	Mixed Aspen	Pulpwood	18	Cords		
	Quaking Aspen	·	18	Cords		
	Mixed Hardwood		11	Cords		
	Red Maple		11	Cords		
	Red Pine		1,532	Cords		
4	Basswood	Sawtimber	5.9	MBF	35.9	\$37,256.05
	Quaking Aspen		1.5	MBF		, , , , , , , , , , , , , , , , , , , ,
	Red Pine		77.8	MBF		
	Basswood	Pulpwood	49	Cords		
	Mixed Aspen	'	8	Cords		
	Quaking Aspen		8	Cords		
	Mixed Hardwood		33	Cords		
	Red Maple	Sawtimber	5.3	MBF		
	Red Maple	Pulpwood	20	Cords		
	Sugar Maple	· ·	2	Cords		
	Red Pine		428	Cords		
5	Quaking Aspen	Sawtimber	6.2	MBF	23.8	\$21,069.50
•	Red Pine		42.0	MBF		Ψ= 1,000.00
	Mixed Aspen	Pulpwood	27	Cords		
	Quaking Aspen	l '	27	Cords		
	Red Pine		250	Cords		
TOTAL: 366.9 MBF						

## **Sale Specific Conditions & Requirements**

Sale Name: Kolke Creek Red Pine Sale Number: 52-027-22 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

## 1.2.1 - Painted boundaries (9/19)

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) #1-5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

## 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.

## 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to undesignated live merchantable trees. Within the sale area, if more than 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.

#### 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 bull dozer to shape

up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 4.4 - Access

#### 4.4.1 - 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

## 5.1 - 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.

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

The Purchaser is responsible for contacting the gas or pipeline company and/or MISS DIG 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

## 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.

## 5.2.3 - Operating Restrictions

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

#### 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 and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. 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. Signage warning of log trucks will be placed at appropriate distances.

## 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.

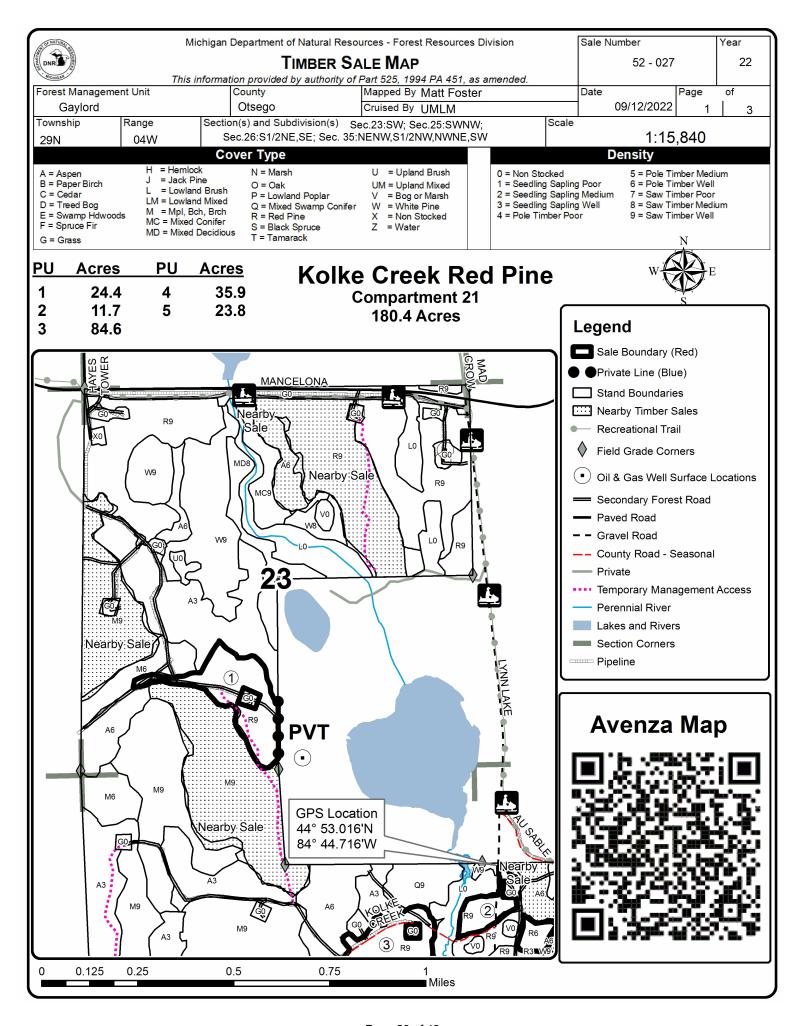
## 6 - Safety and Fire Prevention

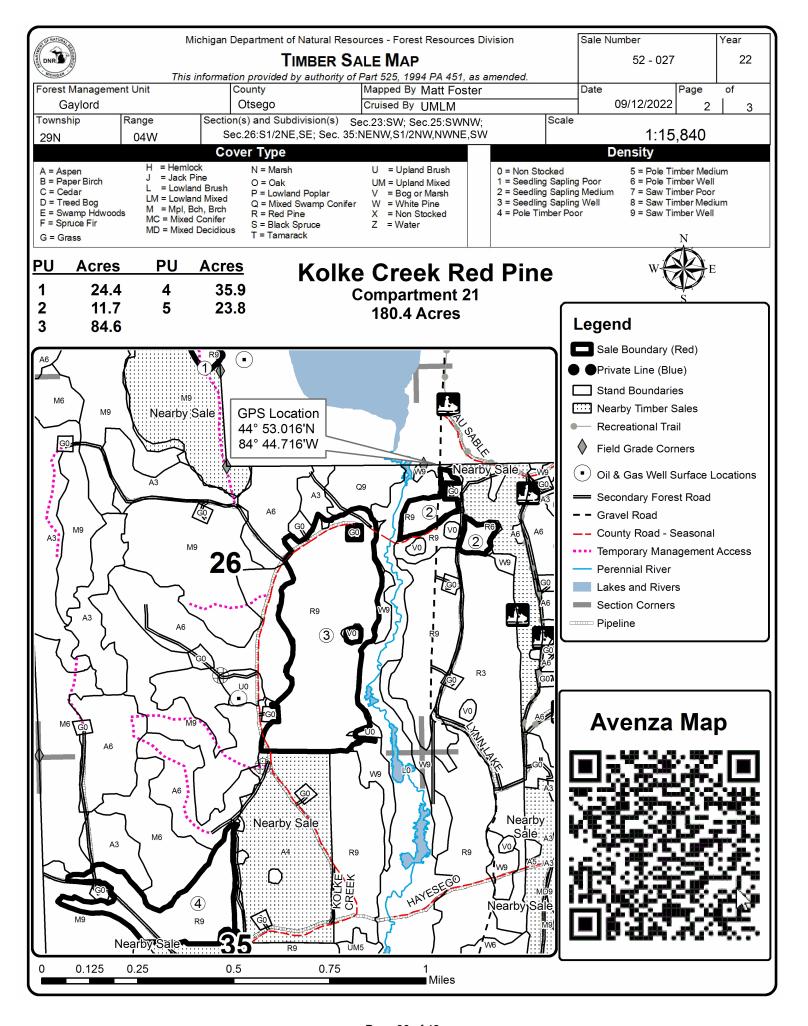
## 6.2 - Signing

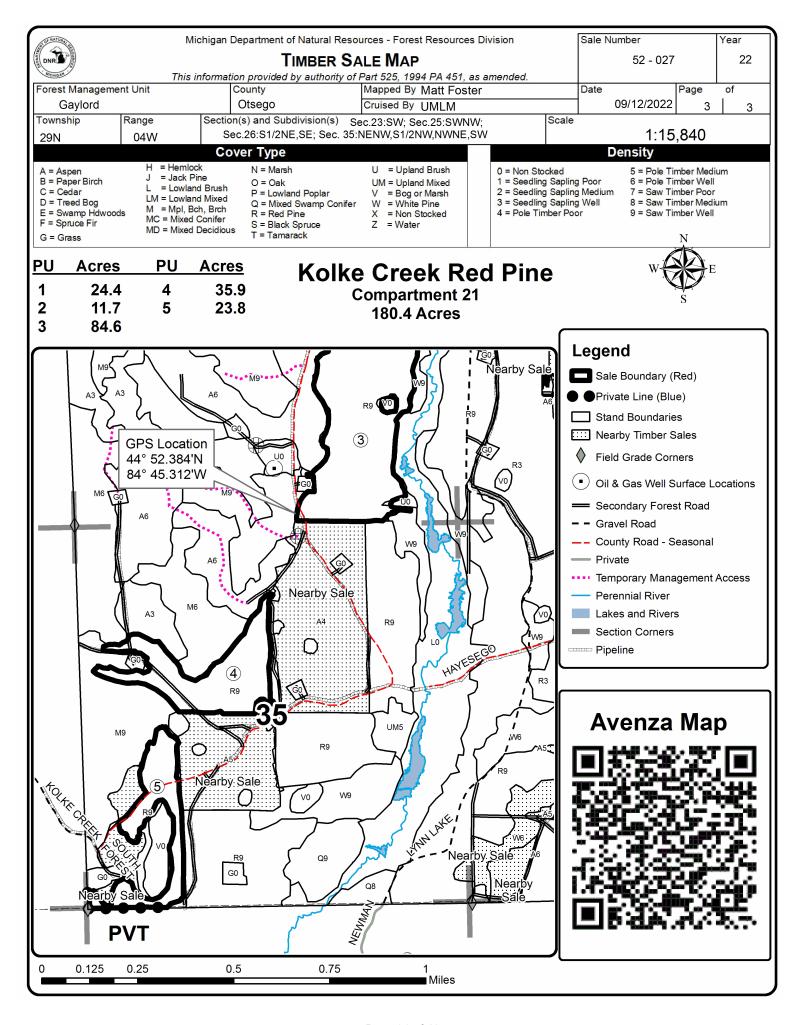
#### 6.2.1 - Road posting (10/20)

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

Section Name: Sale Specific Current as of 11/21/2022 1:08:48PM







## TIMBER SALE INFORMATION

Lynn Lake Hardwoods (52-028-22)
T29N, R04W, SEC. 23; T29N, R04W, SEC. 26; T29N, R04W, SEC. 36.
Otsego County (Advertised Price \$193,590.60)

SALE NOTE: If desired, private access for Payment Units 1 and 2 is the responsibility of the Purchaser.

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*	ADV	ERTISED PRICE
Sawtimber				
Basswood	232.4	MBF	\$	70.00 / MBF
Beech	64.5	MBF	\$	53.00 / MBF
Mixed Aspen	24.4	MBF	\$	64.00 / MBF
Red Maple	35.5	MBF	\$	101.00 / MBF
Sugar Maple	401.3	MBF	\$	348.00 / MBF
Pulpwood				
Basswood	229	Cords	\$	15.15 / Cord
Mixed Aspen	117	Cords	\$	23.05 / Cord
Mixed Hardwood	1,187	Cords	\$	19.10 / Cord
Red Oak	6	Cords	\$	44.45 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.90 percent. There are an estimated 3,507 cords on this timber sale, plus or minus 312 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 \$9,680.00 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	15.3%
02	38.1%
03	46.6%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2026.

#### **SALE STATISTICS**

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

## SALE VOLUMES

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

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR	MINIMUM	MAXIMUM
277,073	3,507	8.90%	3,195	3,820

## **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
14	53,699	680	17.31%	562	797
33	116,996	1,481	15.33%	1,254	1,708
128	106,378	1,347	13.79%	1,161	1,532
TOTAL:	277,073	3,507		2,977	4,038

## **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
14	34.4	1	34.4
33	63.2	2	63.2
128	75.2	3	75.2
TOTAL:	172.8		172.8

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
Ве	Basswood	Sawtimber	54.2	MBF	34.4	\$29,601.10
	Beech		9.9	MBF		
	Mixed Aspen		9.2	MBF		
	B. T. Aspen		9.2	MBF		
	Red Maple		5.2	MBF		
	Sugar Maple		50.9	MBF		
	Basswood	Pulpwood	67	Cords		
	Mixed Aspen		33	Cords		
	B. T. Aspen		33	Cords		
	Mixed Hardwood		245	Cords		
	Beech		53	Cords		
	Ironwood		8	Cords		
	Red Maple		21	Cords		
	Sugar Maple		163	Cords		
	Basswood	Sawtimber	178.2	MBF	63.2	\$73,770.85
	Mixed Aspen		6.5	MBF		, ,
	Quaking Aspen		6.5	MBF		
	Red Maple		9.9	MBF		
Sug	Sugar Maple		139.6	MBF		
	Basswood	Pulpwood	162	Cords		
	Mixed Aspen	'	49	Cords		
	Quaking Aspen		49	Cords		
	Mixed Hardwood		404	Cords		
	Beech		10	Cords		
	Ironwood		3	Cords		
	Red Maple		26	Cords		
	Sugar Maple		365	Cords		
3	Beech	Sawtimber	54.6	MBF	75.2	\$90,218.65
	Mixed Aspen		8.7	MBF		<b>,</b>
	Quaking Aspen		8.7	MBF		
	Red Maple		20.4	MBF		
	Sugar Maple		210.8	MBF		
	Mixed Aspen	Pulpwood	35	Cords		
	Quaking Aspen	l '	35	Cords		
	Mixed Hardwood		538	Cords		
	Beech		195	Cords		
	Red Maple		31	Cords		
	Sugar Maple		312	Cords		
	Red Oak		6	Cords		
	Red Oak	Sawtimber	1.0	MBF		
	Red Oak		4	Cords		
	1	TOTAL:	758.1	MBF	<u> </u>	I
		101/1				

Page 35 of 48

## Sale Specific Conditions & Requirements

Sale Name: Lynn Lake Hardwoods Sale Number: 52-028-22 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red, and 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. Regeneration gaps are marked with green paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all trees that are two (2) inches or more at DBH are to be harvested within the regeneration gaps.

#### 2.2 - Utilization

#### 2.2.5 - Limbed tree skidding (1/09)

The skidding of whole trees or tree segments with limbs attached is prohibited unless approved by the Unit Manager or his/her representative.

## 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.

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured.

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

## 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 bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 4.4 - Access

#### 4.4.1 - 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**

#### 5.1 - 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.

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

The Purchaser is responsible for contacting the gas or pipeline company and/or MISS DIG 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

#### 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

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

Within Payment Unit(s) 1-3, 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 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.

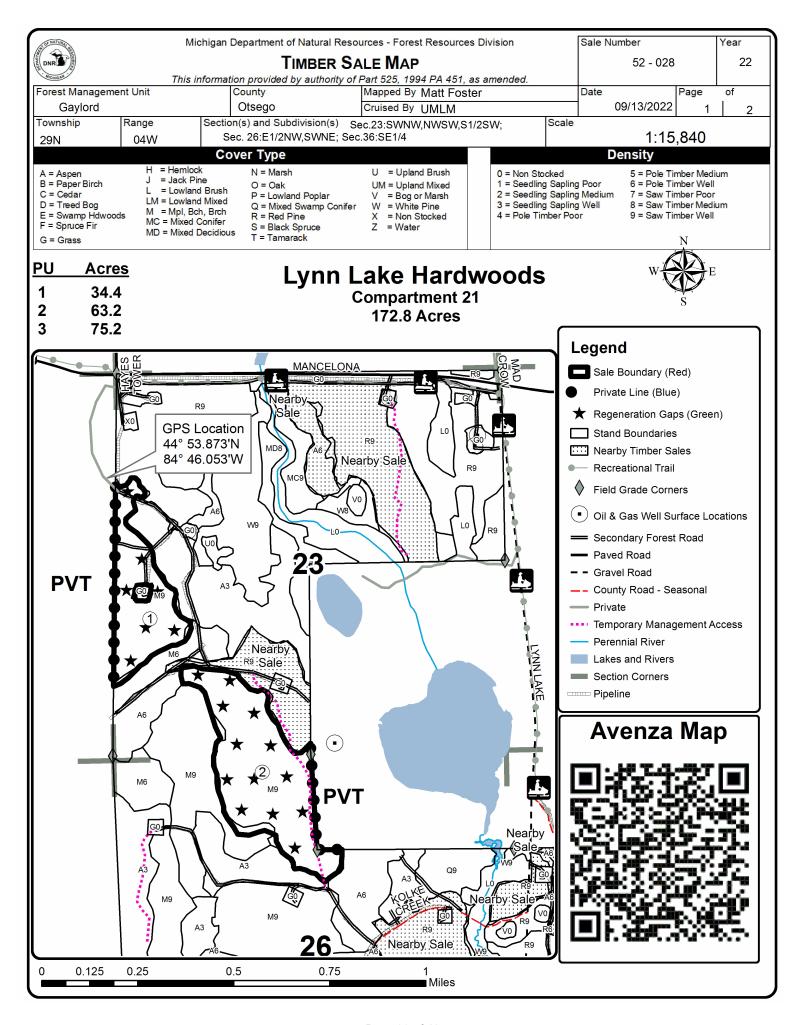
#### 6 - Safety and Fire Prevention

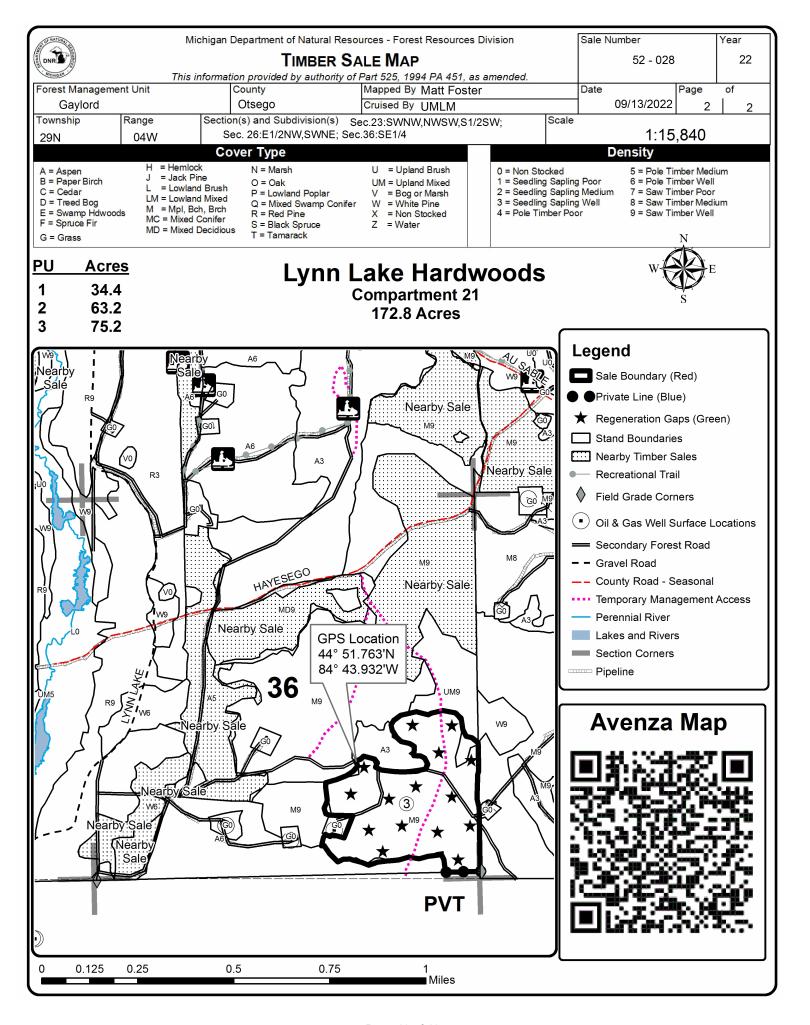
#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on the State Forest Roads adjacent to the sale 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. Signage warning of truck traffic also required where/when haul routes impact the snowmobile trail.

Section Name: Sale Specific Current as of 1/5/2023 11:37:36AM





#### **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

Perky Porky Hardwoods (52-020-22)

T29N, R03W, SEC. 30; T29N, R04W, SEC. 25; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on February 7, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VO	DLUME* A	DVERTISED PRICE	BID PRICE/UNIT
Sawtimber	05 5 M	IDE	40.00 /ADE	ф
Beech	25.5 M	BF \$	49.00/MBF	\$
Mixed Aspen	45.5 M	BF \$	60.00/MBF	\$
Red Maple	237.1 M	IBF \$	94.00/MBF	\$
Red Oak	47.6 M	BF \$	85.00/MBF	\$
Red Pine	14.8 M	BF \$	151.00/MBF	\$
Sugar Maple	76.2 M	BF \$	324.00/MBF	\$
White Pine	17.8 M	BF \$	48.00/MBF	\$
Pulpwood				
Mixed Aspen	89 C	ords \$	21.50/Cord	\$
Mixed Hardwood	1,125 C	ords \$	17.85/Cord	\$
Red Oak	39 C	ords \$	41.50/Cord	\$
Red Pine	15 C	ords \$	55.10/Cord	\$
White Pine	48 C	ords \$	31.45/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 19.53 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 AVAILA	BLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN TI	HE ABOVE BOX.		
ndividual	dividual or company representative's signature: Date:					
hone nu	one number : Email (optional):					



# 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	ease Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check <u>one</u> A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation	e of the b	boxes below):			
2.	You <b>must</b> check <u>one</u> of the boxes below:					
	<ul> <li>A.          I certify my business is a sole proprietorship and i Worker's Compensation Laws.     </li> </ul>	it has no	employees but the sole proprietor. I am not subject to the			
	B.   I certify my business has satisfied its o bligation to	copy of the	rker'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 one (21) days of the contract award.	on Policy.	/. I will provide an original Certificate of Insurance within twenty-			
3.	If you have checked item 2(A) or 2(B), you <b>must</b> than yourself, including family members and active		e the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").			
	Full-time Employees		Part-time Employees			
lam	me of Business		Federal ID (or) Social Security No.			
ddı	dress		Telephone (			
ity	State		ZIP			
n fa	factors affecting my coverage during any of my preso		I agree to notify the Michigan DNR of any changes that occur future operations.			
S	Signature of Owner or Authorized Representative					
T	Title		Date			

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

FEDERAL ID:

#### **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

#### Lynn Lake Hardwoods (52-028-22)

T29N, R04W, SEC. 23; T29N, R04W, SEC. 26; T29N, R04W, SEC. 36; Otsego

In response to the notice of sale to be held 9:00 a.m. (local time) on February 7, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>A</u> [	OVERTISED PRICE	BID PRICE/UNIT
Sawtimber				
Basswood	232.4 MBF	\$	70.00/MBF	\$
Beech	64.5 MBF	\$	53.00/MBF	\$
Mixed Aspen	24.4 MBF	\$	64.00/MBF	\$
Red Maple	35.5 MBF	\$	101.00/MBF	\$
Sugar Maple	401.3 MBF	\$	348.00/MBF	\$
Pulpwood				
Basswood	229 Cords	\$	15.15/Cord	\$
Mixed Aspen	117 Cords	\$	23.05/Cord	\$
Mixed Hardwood	1,187 Cords	\$	19.10/Cord	\$
Red Oak	6 Cords	\$	44.45/Cord	\$
I				

\*The volumes are statistically estimated within plus (+) or minus (-) 8.90 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.

Company or individ	Company or individual bidding:  Company representative's name:				
Company represer					
Address:					
City:	State:	Zip:			
F AVAILABLE, PLEASE PLA	CE THE PERSONALIZED LABEL	FROM YOUR PROSPE	CTUS IN THE ABOVE BOX.		
ndividual or company represe	entative's signature:		Date:		
Phone number :		Email (optional):			

or SOCIAL SECURITY NUMBER:



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

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

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

Please Check Appropriate Categories:

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures.

1.	My business is organized as (you <b>must</b> of A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership	check <u>one</u> of the	boxes b	elow):			
	C. Corporation						
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>						
3.	If you have checked item 2(A) or 2(B), yethan yourself, including family members						
	Full-time Em	ployees			Part-time Employees		
Nan	ne of Business		Federal	D (or) Social Security	y No.		
Add	ress		Telephoi	ne )			
City		State	ZIP				
in f	hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative						
	Signature of Owner of Authorized Nepresentative						
7	Title			Date			

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

#### **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

#### Kolke Creek Red Pine (52-027-22)

T29N, R04W, SEC. 23; T29N, R04W, SEC. 25; T29N, R04W, SEC. 26; T29N,

In response to the notice of sale to be held 9:00 a.m. (local time) on February 7, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	<u>VERTISED PRICE</u>	BID PRICE/UNIT
Sawtimber					
Basswood	18.7	MBF	\$	65.00/MBF	\$
Quaking Aspen	19.9	MBF	\$	60.00/MBF	\$
Red Pine	328.3	MBF	\$	151.00/MBF	\$
Pulpwood					
Basswood	61	Cords	\$	14.10/Cord	\$
Mixed Aspen	69	Cords	\$	21.50/Cord	\$
Mixed Hardwood	51	Cords	\$	17.85/Cord	\$
Red Pine	2,751	Cords	\$	55.10/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 8.83 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 S	SECURITY NUMBER	₹:	
	Company or individual b	oidding:		<u></u>	
	Company representative	e's name:			
	Address:				
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE T	HE PERSONALIZED LABEL FI	ROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	
Individual	or company representati	ve's signature:		Date:	
Phone number : Email (optional):					



#### 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.

•	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	Please Check Appropriate Categories:					
1.	<ol> <li>My business is organized as (you must check one of the book.</li> <li>Sole Proprietorship (individual)</li> <li>Partnership</li> <li>Corporation</li> </ol>	oxes below):				
2.	<ol> <li>You must check <u>one</u> of the boxes below:</li> <li>A.          I certify my business is a sole proprietorship and it has no e</li> </ol>	ampleyees but the cele preprieter. Lam not subject to the				
	Worker's Compensation Laws.  B.  I certify my business has satisfied its o bligation to the Work	ker's Compensation Act through the use of an approved Notice of the Notice of Exclusion within 21 days of the contract award. (For				
	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-				
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partners</li> </ol>	the number of <b>both</b> full-time and part-time employees, other s (if none, you must enter "0").				
	Full-time Employees	Part-time Employees				
Van	Name of Business	Federal ID (or) Social Security No.				
Add	Address	Telephone ( )				
City	City State	ZIP				
	hereby certify that the above information is true and correct. In factors affecting my coverage during any of my present and for					
-	Signature of Owner or Authorized Representative					
_=	Title	Date				

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

## GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

#### <u>Tree Top Flyer (52-022-22)</u> T33N, R05W, SEC. 1; Charlevoix COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on February 7, 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.

ESTIMATED	VOLUME"	<u>AD</u>	<u>VERTISED PRICE</u>	BID PRICE/UNIT
46.2	MBF	\$	55.00/MBF	\$
16.2	MBF	\$	61.00/MBF	\$
81.6	MBF	\$	301.00/MBF	\$
91	Cords	\$	19.95/Cord	\$
46	Cords	\$	13.10/Cord	\$
662	Cords	\$	16.55/Cord	\$
	46.2 16.2 81.6 91 46		46.2 MBF \$ 16.2 MBF \$ 81.6 MBF \$ 91 Cords \$ 46 Cords \$	46.2 MBF \$ 55.00/MBF 16.2 MBF \$ 61.00/MBF 81.6 MBF \$ 301.00/MBF  91 Cords \$ 19.95/Cord 46 Cords \$ 13.10/Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 20.91 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 b	idding:			
	Company representative	's name:			
	Address:				
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE TI	HE PERSONALIZED LABEL F	ROM YOUR PROSI	SPECTUS IN THE ABOVE BOX.	
Individua	l or company representati	ve's signature:		Date:	
Phone nu	ımber :	Er	mail (optional):		



#### 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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•	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	ease Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> che	eck <u>one</u> of the	e boxes below):				
	A.   Sole Proprietorship (individual)						
	B.  Partnership						
	C. Corporation						
2.	You <b>must</b> check <u>one</u> of the boxes below:						
	A.   I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.						
	Exclusion (BWC-337, Rev. 5/96). I will pr	ovide a copy of	/orker's Compensation Act through the use of an approved Notice of fithe 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 Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.						
3.	than yourself, including family members and	d active partne	ate the number of <b>both</b> full-time and part-time employees, other ners (if none, you must enter "0").  Part-time Employees				
lam	ne of Business		Federal ID (or) Social Security No.				
∖ddr	ress		Telephone ( )				
City	Sta	te	ZIP				
n fa	ereby certify that the above information is true actors affecting my coverage during any of m		I. I agree to notify the Michigan DNR of any changes that occur d future operations.				

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