

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7384

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on April 11, 2024.

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

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

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

<u>Around the Clock Again Aspen</u> (53-003-24) / T32N, R02W, SEC. 14, NW,W1/2NE,NESW,NWSE. Otsego County, Advertised Price \$52,332.75, 74.4 Acres, Aspen, Hardwood.

Blackjack Pine (53-014-23) / T31N, R01W, SEC. 6, NWNW,SW.

T32N, R01W, SEC. 31, NWSW, S1/2SW.

T32N, R02W, SEC. 36, SESE.

Otsego County, Advertised Price \$15,402.25, 56.6 Acres, Jack Pine, White Pine.

SALE NOTE: Please note operating restrictions in spec 5.2.3.1 and grapple skidder requirements in spec 5.2.18.

Bear Dare Pine (53-018-23) / T32N, R01W, SEC. 6, N1/2NW, NWNE.

T32N, R02W, SEC. 1, NENE.

T33N, R01W, SEC. 31, SESW, SWSE.

Otsego County, Advertised Price \$48,630.55, 39.8 Acres, Red Pine, White Pine.

SALE NOTE: To promote soil scarification, cutting and skidding are limited to snow-off and non-frozen ground conditions (see spec 5.2.3.1). To work around existing pine/oak regeneration while providing soil scarification, it is recommended that tracked processors and forwarders harvest this sale (see spec 5.2.16). Great care needs to be taken to protect pine/oak regeneration (see specs 2.2.1 & 3.4.1).

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

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

Bids must be received by the Unit Manager, PIGEON RIVER COUNTRY OFFICE, PO Box 456 9966 Twin Lakes Road, Vanderbilt, MI 49795, no later than 9:00 a.m. (local time) on April 11, 2024. For further information concerning this sale, contact Mark Monroe at 989-983-4101 extension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 14. Good Neighbor Authority (GNA) Requirements, con't (10/22) Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.
- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

Scott Bowen Director

#### TIMBER SALE INFORMATION

Around the Clock Again Aspen (53-003-24)
T32N, R02W, SEC. 14.
Otsego County (Advertised Price \$52,332.75)

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*		ADVERTISED PRICE	
Sawtimber					
B. T. Aspen	134.1	MBF	\$	49.00 / MBF	
Pulpwood					
Jack Pine	49	Cords	\$	12.90 / Cord	
Mixed Aspen	1,881	Cords	\$	23.10 / Cord	
Red Maple	93	Cords	\$	15.25 / Cord	
White Pine	12	Cords	\$	21.70 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 25.40 percent. There are an estimated 2,349 cords on this timber sale, plus or minus 597 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$5,233.00 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	26.6%
02	26.5%
03	22.5%
04	24.2%
05	0.2%

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

#### **SALE STATISTICS**

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

#### **SALE VOLUMES**

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

VOL	UME	STATISTI		ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
185,606	2,349	25.40%	1,753	2,946

#### **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.

	VOL	UME		RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
83	184,807	2,339	19.91%	1,873	2,805
92	798	10	65.09%	4	17
TOTAL:	185,606	2,349		1,877	2,822

#### **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
83	71.6	1	19.1
		2	19.0
		3	16.1
		4	17.4
92	2.8	5	2.8
TOTAL:	74.4		74.4

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	35.7	MBF	19.1	\$13,918.50
	Jack Pine	Pulpwood	11	Cords		
	Mixed Aspen		502	Cords		
	B. T. Aspen		455	Cords		
	Quaking Aspen		47	Cords		
	Red Maple		24	Cords		
	White Pine		3	Cords		
2	B. T. Aspen	Sawtimber	35.6	MBF	19.0	\$13,846.65
	Jack Pine	Pulpwood	10	Cords		
	Mixed Aspen		499	Cords		
	B. T. Aspen		453	Cords		
	Quaking Aspen		46	Cords		
	Red Maple		25	Cords		
	White Pine		3	Cords		
3	B. T. Aspen	Sawtimber	30.2	MBF	16.1	\$11,752.55
	Jack Pine	Pulpwood	9	Cords		
	Mixed Aspen		423	Cords		
	B. T. Aspen		384	Cords		
	Quaking Aspen		39	Cords		
	Red Maple		21	Cords		
	White Pine		3	Cords		
4	B. T. Aspen	Sawtimber	32.6	MBF	17.4	\$12,686.05
	Jack Pine	Pulpwood	9	Cords		
	Mixed Aspen		457	Cords		
	B. T. Aspen		415	Cords		
	Quaking Aspen		42	Cords		
	Red Maple		23	Cords		
	White Pine		3	Cords		
5	Jack Pine	Pulpwood	10	Cords	2.8	\$129.00
		TOTAL:	134.1	MBF		
·		TOTAL:	2,035	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Around the Clock Again Aspen Sale Number: 53-003-24 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow 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 a red "X"; no harvesting activities may occur within these areas. Red painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-4, cut all trees that are two (2) inches or more at DBH, except do not cut white pine that are ten (10) inches or more at DBH, red pine, red oak, white oak, paper birch, or any trees marked with green paint.

Within Payment Unit 5, cut all trees that are two (2) inches or more at DBH, except do not cut oak or any trees marked with green paint.

#### 3 - Payments

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 10% of designated leave trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

In addition, extreme care should be taken to avoid damage to red oak & white oak seedlings and saplings.

#### 3.6 - Payment Unit Cutting Schedule

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

Once cutting begins, operations must continue until all Payment Units are completed.

#### 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.

#### 4.2 - Maintenance

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

For completion of the sale, and if deemed necessary by the Timber Sale Administrator, state forest roads must be graded. In general, this will require a road grader or bulldozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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

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

#### 4.4 - Access

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

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 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) 1-5, cutting, skidding, chipping, and hauling are limited to the period of December 1 to April 1. This restriction is in place to reduce the impacts of elk browsing. No exceptions will be granted.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.2 - Dead and down creation, have and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave one brush pile on the ground for every two acres, within Payment Units 1-4. Brush piles will consist of slash from cut trees. They should be scattered throughout the sale or positioned per the Sale Administrator's instructions.

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

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

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

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over all trees marked with an orange X. These trees should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over.

#### 5.2.29 - Shrub protection (1/20)

Do not cut or damage hawthorn or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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

The recommended landing area is within Payment Unit 5. Maintained wildlife openings may be used as additional landings, but all wood must be decked along the edges of the openings and within the boundary of the Sale Area. Landings must be confined to these designated sites, unless otherwise authorized by 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.

#### 5.4 - 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.

#### 5.5 - Protection of Improvements

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

The following are specific protection measures for this sale. An old railroad grade is within the Sale Area and travels southwest to northeast along the east side of Payment Units 3 and 4, see Timber Sale Map for the approximate location of the railroad grade. To protect the integrity of the old grade, harvesting operations should run parallel to the elevated grade and ditches. Equipment crossings will be limited to only a few crossings per Payment Unit. Contact the Sale Administrator for further instructions.

#### 5.8 - Protection of Endangered Species

#### 5.8.3 - Red shoulder hawk or goshawk (1) (2/16)

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

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 15 to July 15 (NLP). Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

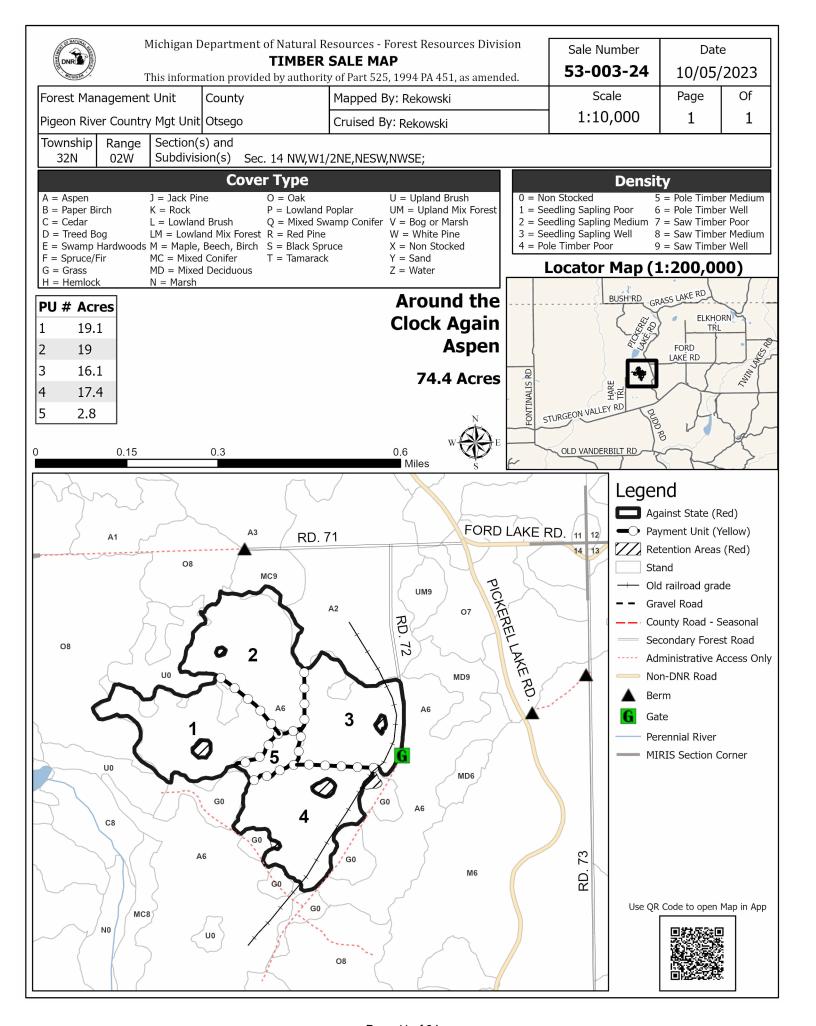
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on Road 71 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 2/22/2024 12:47:08PM



#### TIMBER SALE INFORMATION

#### Blackjack Pine (53-014-23)

T31N, R01W, SEC. 6; T32N, R01W, SEC. 31; T32N, R02W, SEC. 36. Otsego County (Advertised Price \$15,402.25)

SALE NOTE: Please note operating restrictions in spec 5.2.3.1 and grapple skidder requirements in spec 5.2.18.

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>	ESTIMATED UNITS*		ADVERTISED PRICE	
Pulpwood					
Balsam Fir	42	Cords	\$	26.10 / Cord	
Jack Pine	788	Cords	\$	12.90 / Cord	
Mixed Spruce	57	Cords	\$	19.35 / Cord	
Paper Birch	4	Cords	\$	16.30 / Cord	
Quaking Aspen	12	Cords	\$	23.10 / Cord	
Red Maple	6	Cords	\$	15.25 / Cord	
White Pine	120	Cords	\$	21.70 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.33 percent. There are an estimated 1,019 cords on this timber sale, plus or minus 146 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 \$1,540.00 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	30.5%
02	54.6%
03	14.9%
00	14.970

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

#### **SALE STATISTICS**

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

#### **SALE VOLUMES**

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

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
80,528	1,019	14.33%	873	1,165

#### **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
15	17,862	226	35.69%	145	307
26	8,318	105	97.13%	3	208
34	54,348	688	16.10%	577	799
TOTAL:	80,528	1,019		726	1,313

#### **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	12.1	2	12.1
26	4.2	3	4.2
34	40.3	1	20.0
		2	20.3
TOTAL:	56.6		56.6

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

	i	i		T		
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	2	Cords	20.0	\$4,704.50
	Jack Pine		313	Cords		
	Quaking Aspen		5	Cords		
	White Pine		23	Cords		
	White Pine	Sawtimber	0.4	MBF		
	White Pine	Pulpwood	22	Cords		
2	Balsam Fir	Pulpwood	2	Cords	32.4	\$8,400.10
	Jack Pine		475	Cords		
	Quaking Aspen		5	Cords		
	White Pine		97	Cords		
	White Pine	Sawtimber	2.5	MBF		
	White Pine	Pulpwood	92	Cords		
3	Balsam Fir	Pulpwood	38	Cords	4.2	\$2,297.65
	Mixed Spruce		57	Cords		
	Black Spruce	Sawtimber	1.3	MBF		
	White Spruce		5.1	MBF		
	Black Spruce	Pulpwood	18	Cords		
	White Spruce		26	Cords		
	Paper Birch		4	Cords		
	Paper Birch	Sawtimber	0.9	MBF		
	Paper Birch	Pulpwood	2	Cords		
	Quaking Aspen		2	Cords		
	Red Maple		6	Cords		
		TOTAL:	1,029	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Blackjack Pine Sale Number: 53-014-23 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. All painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 & 2, cut all trees that are two (2) inches or more at DBH, except do not cut paper birch, green marked trees, any white pine greater than fifteen (15) inches at DBH, black cherry greater than five (5) inches at DBH, or red pine greater than ten (10) inches at DBH.

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

Within Payment Unit(s) 3, cut all trees that are two (2) inches or more at DBH, except do not cut cedar, hemlock, white pine, black cherry greater than five (5) inches at DBH, and trees marked with green paint above and below stump height.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (2/18)

Payment Unit(s) 1 & 2 must be chip harvested to facilitate future silvicultural activities. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because of post-harvest planting.

#### 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 per Payment Unit.

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

In addition, extreme care should be taken to avoid damage to red pine and spruce saplings less than four (4) inches at DBH in all Payment Units.

#### 3.6 - Payment Unit Cutting Schedule

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

Once cutting begins, operations must continue until all Payment Units are completed.

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.1.4 - Timber removed for construction (3/23)

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the Sale Administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

#### 4.4 - Access

#### 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the Timber Sale Map.

#### 5 - Operations

#### 5.1 - Notification

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

The Purchaser is responsible for contacting the Enbridge 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Eric Wegner of Enbridge at Eric.Wegner@enbridge.com or at #989-667-2510. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

#### 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

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 & 2, cutting, skidding, and hauling are limited to the period of June 1 to November 1. This restriction is in place in order to maximize the amount of ground scarification during snow-free conditions.

#### 5.2.4 - Dead and Down Creation

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

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

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

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over all trees marked with an orange "X". These trees should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over.

#### 5.2.17 - Timber Mats and Interlocking Composite Mats (5/23)

The access to Payment Unit 3 will require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. At least 60 feet of mats will be needed to cross the wetland area to reach Payment Unit 3. If available, mats may be borrowed from the DNR. A Timber Sale Contract Amendment will be used to document the Purchaser's use of the DNR's mats. Contact the Sale Administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office and the Marquette ICC. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the Sale Administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$700.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

#### 5.2.18 - Equipment requirements (1/09)

Grapple skidders are required to drag all tops to the landing for chipping in Payment Unit(s) 1 & 2. This requirement is in place in order to maximize the amount of ground scarification.

#### 5.2.22 - Operating Caution

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

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

#### 5.2.29 - Shrub protection (1/20)

Do not cut black cherry greater than five (5) inches at DBH in any Payment Unit. These woody-shrub plants are highly beneficial to various wildlife species.

#### 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 are 12 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.8 - Protection of Endangered Species

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

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

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

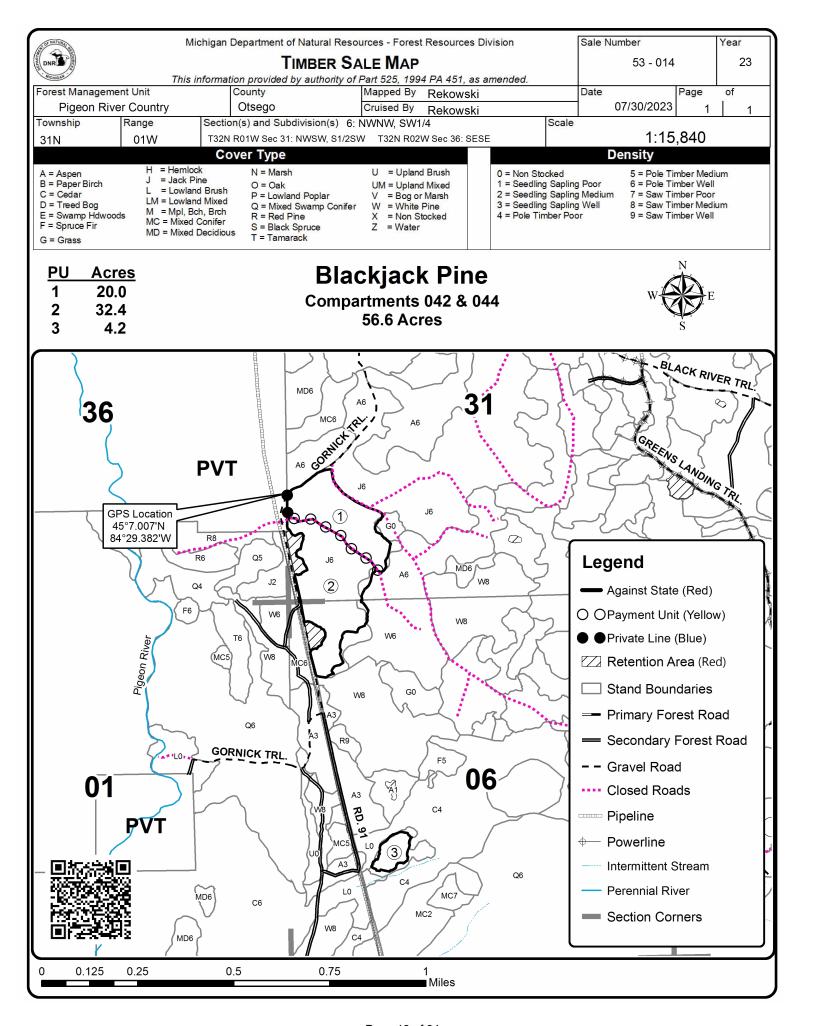
#### 8 - Performance and Settlement

#### 8.3 - Uncompleted or Terminated Contracts

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

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

Section Name: Sale Specific Current as of 2/20/2024 3:16:44PM



#### TIMBER SALE INFORMATION

#### Bear Dare Pine (53-018-23)

T32N, R01W, SEC. 6; T32N, R02W, SEC. 1; T33N, R01W, SEC. 31.
Otsego County (Advertised Price \$48,630.55)

SALE NOTE: To promote soil scarification, cutting and skidding are limited to snow-off and non-frozen ground conditions (see spec 5.2.3.1). To work around existing pine/oak regeneration while providing soil scarification, it is recommended that tracked processors and forwarders harvest this sale (see spec 5.2.16). Great care needs to be taken to protect pine/oak regeneration (see specs 2.2.1 & 3.4.1).

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>ADVI</u>	ERTISED PRICE
Sawtimber				
Red Oak	15.8	MBF	\$	77.00 / MBF
White Pine	12.4	MBF	\$	100.00 / MBF
Pulpwood				
Balsam Fir	33	Cords	\$	26.10 / Cord
Red Oak	21	Cords	\$	24.50 / Cord
Red Pine	829	Cords	\$	50.95 / Cord
White Pine	118	Cords	\$	21.70 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 31.48 percent. There are an estimated 1,066 cords on this timber sale, plus or minus 336 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 \$4,863.00 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	37.7%
02	34.4%
03	27.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2027.

#### **SALE STATISTICS**

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

#### **SALE VOLUMES**

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

L	VOL	UME	STATISTICAL RANGE IN CORDS		
	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
	84,236	1,066	31.48%	731	1,402

#### **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
2	84,236	1,066	31.49%	731	1,402
TOTAL:	84,236	1,066		731	1,402

#### **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
2	39.8	1	15.0
		2	13.7
		3	11.1
TOTAL:	39.8		39.8

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Oak	Sawtimber	6.0	MBF	15.0	\$18,359.45
	White Pine		4.6	MBF		
	Balsam Fir	Pulpwood	13	Cords		
	Red Oak		8	Cords		
	Red Pine		313	Cords		
	White Pine		44	Cords		
2	Red Oak	Sawtimber	5.4	MBF	13.7	\$16,714.85
	White Pine		4.3	MBF		
	Balsam Fir	Pulpwood	11	Cords		
	Red Oak		7	Cords		
	Red Pine		285	Cords		
	White Pine		41	Cords		
3	Red Oak	Sawtimber	4.4	MBF	11.1	\$13,556.25
	White Pine		3.5	MBF		
	Balsam Fir	Pulpwood	9	Cords		
	Red Oak		6	Cords		
	Red Pine		231	Cords		
	White Pine		33	Cords		
		TOTAL:	28.2	MBF		
		TOTAL:	1,001	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Bear Dare Pine Sale Number: 53-018-23 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 yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Boundary excluded retention areas are shown on the Timber Sale Map; no harvesting activities may occur within these areas. The red 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, except do not cut trees also marked with green paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-3, cut all trees that are two (2) inches or more at DBH, except do not cut red pine that are six (6) inches or less at DBH or any trees marked with green paint.

Note that Payment Unit 1 contains the majority of the protected red pine stems in scattered but obvious/dense regeneration pockets.

See Sale Condition 3.4.1 - "Damaged Timber" regarding oak and pine sapling protection within Payment Units 1-3. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. See Sale Condition 3.4.2 - "Special Protection Trees" for more details.

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

Note that this sale was cruised by three foresters. All red pine was cruised as pulpwood, regardless of whether red pine was sawlog size/quality or not.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 & 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 per Payment Unit.

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to undesignated live merchantable trees 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.

In addition, extreme care should be taken to avoid damage to red pine, white pine, jack pine and oak saplings in Payment Units 1-3. As much as possible, harvesting operations should try to go around pockets that are heavy with oak and pine saplings, many of which are 10-20 feet tall or greater. Within Payment Units 1-3, if more than 20% of red pine saplings/poles (1/4" to 6" DBH) and 20% of white pine, jack pine and oak 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. Saplings and poles cut cleanly in skid rows for operability will not be counted as 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 approximate half-dozen green painted red and white pine legacy trees located in the southern areas of Payment Units 1-3. Legacy trees are longer-lived tree species that are 150 years old or older; or are 26 inches or greater at DBH, and in either case will exhibit some of the following characteristics: presence of hollows and cavities, super-canopy crown position, broken tops with crown debris accumulations and/or partial snag formation, plate-like or thick fire-resistant bark and/or fire scars and basal burn cavities. 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.

#### 4.1.4 - Timber removed for construction (3/23)

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

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

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 will only 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. The Unit Manager or his/her representative must approve the type of fill material used prior to placement. In general, suitable fill material includes cobble and/or crushed rock.

#### 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 locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No slash or treetops may exceed 24 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

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-3, unless changed by written agreement, cutting and skidding must take place during snow-off conditions when the ground is not frozen. This restriction is to maximize soil scarification throughout the Sale Area and to promote the regeneration of pine and oak species.

#### 5.2.4 - Dead and Down Creation

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

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

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

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over all trees painted with pink paint within Payment Units 1-3. 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 becomes impractical or impossible to push over a tree, severing or partially severing the tree is acceptable.

#### 5.2.16 - Equipment recommended (11/18)

It is recommended that tracked processor(s) and forwarder(s) be used to harvest this sale. This equipment is best suited to protect areas of advanced pine/oak regeneration while achieving reasonable soil scarification. The producer is strongly encouraged to create as much soil scarification with harvest equipment as possible. While also working around/protecting the existing regeneration.

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

Landings will not be allowed within the "MC3" stand shown on the Timber Sale Map. This is meant to protect areas of abundant and advanced conifer regeneration.

#### 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 are 12 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.8 - Protection of Endangered Species

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

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

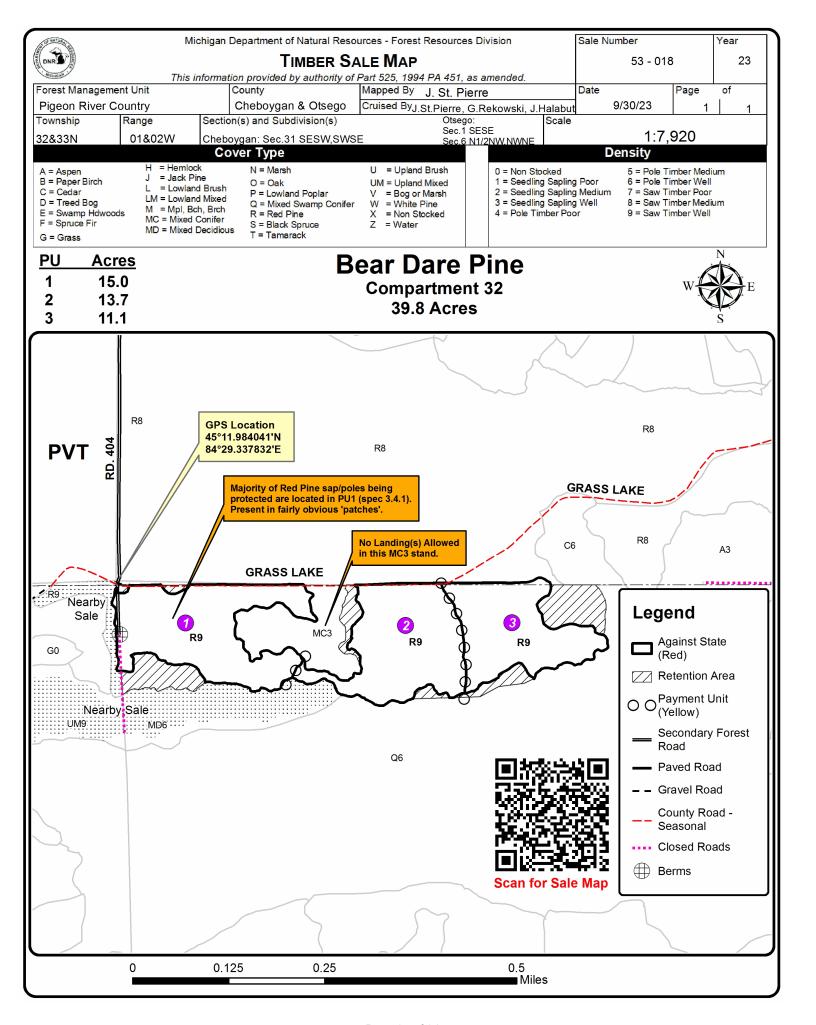
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on hauling routes 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 3/1/2024 10:30:07AM



#### BID FORM

### PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

#### Blackjack Pine (53-014-23)

T31N, R01W, SEC. 6; T32N, R01W, SEC. 31; T32N, R02W, SEC. 36; Otsego

In response to the notice of sale to be held 9:00 a.m. (local time) on April 11, 2024, 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*	AD\	<u>/ERTISED PRICE</u>	BID PRICE/UNIT
Pulpwood					
Balsam Fir	42	Cords	\$	26.10/Cord	\$
Jack Pine	788	Cords	\$	12.90/Cord	\$
Mixed Spruce	57	Cords	\$	19.35/Cord	\$
Paper Birch	4	Cords	\$	16.30/Cord	\$
Quaking Aspen	12	Cords	\$	23.10/Cord	\$
Red Maple	6	Cords	\$	15.25/Cord	\$
White Pine	120	Cords	\$	21.70/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 14.33 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 AVAIL	ABLE, PLEASE PLACE 1	HE PERSONALIZED LABEL	FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	_		
Individua	l or company representat	ive's signature:		Date:			
Phone nu	umber :	E	Email (optional):				

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



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

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

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

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

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

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.			
•	All Information must be typed or printed except for written signatures.			
Ple	ease Check Appropriate Categories:			
1.	My business is organized as (you <b>must</b> check <u>one</u> of the A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	e 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 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> </ul>				
	C.  I certify my business has a Worker's Compensation Polione (21) days of the contract award.	cy. I will provide an original Certificate of Insurance within twenty-		
<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employe than yourself, including family members and active partners (if none, you must enter "0").</li> </ol>				
	Full-time Employees	Part-time Employees		
lam	ne of Business	Federal ID (or) Social Security No.		
Address		Telephone ( )		
City	State	ZIP		
	ereby certify that the above information is true and correct actors affecting my coverage during any of my present an	t. I agree to notify the Michigan DNR of any changes that occur ad future operations.		
S	Signature of Owner or Authorized Representative			
Ti	Fitle	Date		

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

Around the Clock Again Aspen (53-003-24)
T32N, R02W, SEC. 14; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on April 11, 2024, 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	<b>ESTIMATED</b>	VOLUME*	AD'	VERTISED PRICE	BID PRICE/UNIT
Sawtimber					
B. T. Aspen	134.1	MBF	\$	49.00/MBF	\$
Pulpwood					
Jack Pine	49	Cords	\$	12.90/Cord	\$
Mixed Aspen	1,881	Cords	\$	23.10/Cord	\$
Red Maple	93	Cords	\$	15.25/Cord	\$
White Pine	12	Cords	\$	21.70/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 25.40 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 AVAILA	ABLE, PLEASE PLACE THE PERSO	)NALIZED LABEL FROM	I YOUR PROSPECTUS IN T	HE ABOVE BOX.	
Individual	l or company representative's signat	ure:		Date:	
Phone nu	none number : Fmail (optional):				

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



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

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

FOR DEPARTMENT USE ONLY		
Sale Number (XX – XXX – XX – XX)		
Forest Management Unit:		
r orest management omt.		

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

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

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

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

#### BID FORM

PIGEON RIVER COUNTRY MANAGEMENT UNIT
PIGEON RIVER COUNTRY OFFICE

#### Bear Dare Pine (53-018-23)

T32N, R01W, SEC. 6; T32N, R02W, SEC. 1; T33N, R01W, SEC. 31; Otsego

In response to the notice of sale to be held 9:00 a.m. (local time) on April 11, 2024, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE	BID PRICE/UNIT
Sawtimber			
Red Oak	15.8 MBF	\$ 77.00/MBF	\$
White Pine	12.4 MBF	\$ 100.00/MBF	\$
Pulpwood			
Balsam Fir	33 Cords	\$ 26.10/Cord	\$
Red Oak	21 Cords	\$ 24.50/Cord	\$
Red Pine	829 Cords	\$ 50.95/Cord	\$
White Pine	118 Cords	\$ 21.70/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 31.48 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 AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FRO	M YOUR PROSPECT	US IN THE ABOVE BOX.	
Individua	l or company representative's signatu	ıre:		Date:	
Phone nu	umber :	Email	(optional):		

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



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

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

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

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

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

1.	, , , , , , , , , , , , , , , , , , , ,	pelow):
	A. Sole Proprietorship (individual)	
	B. Partnership	
	C. Corporation	
2.	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 it has no employ.     </li> <li>Worker's Compensation Laws.</li> </ul>	ees but the sole proprietor. I am not subject to the
	B.  I certify my business has satisfied its o bligation to the Worker's Continuous Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice questions or a copy of the BWC-337, please call the Worker's Continuous Conti	ce of Exclusion within 21 days of the contract award. (For
	C.   I certify my business has a Worker's Compensation Policy. I will pone (21) days of the contract award.	provide an original Certificate of Insurance within twenty-
3.	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the n than yourself, including family members and active partners (if no	
	Full-time Employees	Part-time Employees
Nan	Name of Business Federa	I ID (or) Social Security No.
Add	Address Telepho	one
	(	)
City	City State ZIP	
	I hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future of	
_	Signature of Owner or Authorized Representative	-
·		
7	Title	Date

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

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