

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7488

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on October 7, 2024. LOCATION: SE REGION-WILD, 3580 STATE PARK DRIVE, BAY CITY, MI 48706.

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

Notice is hereby given that bids will be received by the Game Area Manager, CASS CITY FIELD OFFICE, for certain timber on the following described lands:

4 Chunk Aspen (55-148-24) / T13N, R14E, SEC. 4, SWSW.

T13N, R14E, SEC. 5, SESE.

T13N, R14E, SEC. 8, E1/2NE.

T13N, R14E, SEC. 9, NWNW.

Sanilac County, Advertised Price \$19,166.00, 36.0 Acres, Aspen, Hardwood.

SALE NOTE: Access may be through other public land.

Beaver Lodge Aspen (55-149-24) / T13N, R13E, SEC. 1, E1/2NE, NESE.

T13N, R14E, SEC. 6, W1/2NW.

T14N, R13E, SEC. 36, SESE.

T14N, R14E, SEC. 31, SWNW,W1/2SW.

Sanilac County, Advertised Price \$42,049.60, 56.4 Acres, Aspen, Hardwood.

SALE NOTE: Some Payment Units have been affected by ongoing beaver activity including damage to timber and flooding.

Access may be through other public land.

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

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

Bids must be received by the Unit Manager, BAY CITY OFFICE, 3580 State Park Drive, Bay City, MI 48706, no later than 10:00 a.m. (local time) on October 7, 2024. For further information concerning this sale, contact Don Bonnette at 989-385-5616.

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

4 Chunk Aspen (55-148-24)

T13N, R14E, SEC. 4; T13N, R14E, SEC. 5; T13N, R14E, SEC. 8; T13N, R14E, SEC. 9. Sanilac County (Advertised Price \$19,166.00)

SALE NOTE: Access may be through other public land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawtimber				
Black Cherry	27.6	MBF	\$	49.00 / MBF
Mixed Aspen	269.2	MBF	\$	30.00 / MBF
Red Maple	21.0	MBF	\$	38.00 / MBF
Pulpwood				
Mixed Aspen	588	Cords	\$	11.25 / Cord
Mixed Hardwood	197	Cords	\$	11.80 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 35.09 percent. There are an estimated 1,529 cords on this timber sale, plus or minus 537 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 \$958.00 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.
- 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

43.0%

02

57.0%

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

SALE STATISTICS

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

SALE VOLUMES

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

VOLUME			STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
120,785	1,529	35.09%	992	2,065	

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
241	50,520	639	64.91%	224	1,055
245	70,265	889	41.73%	518	1,261
TOTAL:	120,785	1,529		743	2,315

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
241	14.7	1	14.7
245	21.3	2	21.3
TOTAL:	36.0		36.0

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Cherry	Sawtimber	27.6	MBF	14.7	\$8,246.10
	Mixed Aspen		84.8	MBF		
	B. T. Aspen		81.9	MBF		
	Cottonwood		2.9	MBF		
	Red Maple		3.5	MBF		
	Mixed Aspen	Pulpwood	250	Cords		
	B. T. Aspen		188	Cords		
	Cottonwood		6	Cords		
	Quaking Aspen		56	Cords		
	Mixed Hardwood		119	Cords		
	American Elm		17	Cords		
	Black Cherry		85	Cords		
	Green Ash		13	Cords		
	Red Maple		1	Cords		
	Willow		3	Cords		
2	Mixed Aspen	Sawtimber	184.4	MBF	21.3	\$10,919.90
	Cottonwood		7.9	MBF		
	Quaking Aspen		176.5	MBF		
	Red Maple		17.5	MBF		
	Mixed Aspen	Pulpwood	338	Cords		
	Cottonwood		3	Cords		
	Quaking Aspen		335	Cords		
	Mixed Hardwood		78	Cords		
	American Elm		7	Cords		
	Black Cherry		9	Cords		
	Green Ash		9	Cords		
	Paper Birch		10	Cords		
	Red Maple		43	Cords		
		TOTAL:	317.8	MBF		
		TOTAL:	785	Cords		

Sale Specific Conditions & Requirements

Sale Name: 4 Chunk Aspen Sale Number: 55-148-24 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 blue paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH, except do not cut oak, hemlock, white pine, hickory or trees marked with green paint.

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

2.2 - Utilization

2.2.3 - Stump heights (4/07)

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

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops is not permissible.

3 - Payments

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (4/14)

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

3.6 - Payment Unit Cutting Schedule

3.6.2 - One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened. The Purchaser must give 3 days' notice before finishing a unit to allow for inspection.

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.

4.1.5 - Culverts (5/14)

A culvert will be necessary to access Payment Unit 1. A DNR owned culvert and fill are located on site in the designated parking area at this location. Additional fill is the responsibility of the Purchaser. It is the responsibility of the Purchaser to install the culvert to access the Payment Unit. At the Unit Manager's discretion, the Purchaser may be responsible for removing the culvert at the conclusion of operations. See Sale Administrator for details.

4.1.11 - Permits (2/12)

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

4.1.12 - No new roads (1/12)

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

4.2 - Maintenance

4.2.4 - Grading (10/16)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

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

5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, the Sale Area shall be left with slash evenly distributed. Bunched and processed tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites must be broken up and scattered to the point where exposed ground is easily observed. Compacted layers of slash are strictly prohibited.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard. All standing dead trees (snags) 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 and 2, cutting, skidding, and hauling are not permitted from March 1 to July 15 and are limited to dry or frozen ground conditions at any other time. This restriction is required to reduce rutting due to poorly drained soils throughout the Sale Area.

5.2.3.12 - Hunting operating restriction (1/18)

No Payment Unit may be started during the period of September 25 to October 10 or November 1 to November 14, without permission of the Unit Manager or his/her representative. Cutting, skidding, and hauling is strictly prohibited November 15 to November 30.

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

Timber/crane mats will be necessary to access Payment Unit 2 on the south side of Mills Road. Timber/crane mats are the responsibility of the Purchaser and must be removed upon completion of operations.

5.2.31 - Landing locations (9/13)

The location of landings will be determined in the pre-sale conference. Landings must be confined to these agreed upon designated sites unless otherwise authorized by the Unit Manager or his/her representative. In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50-foot trailer.

5.2.32 - Decking/landing restoration (9/13)

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of the Sale Area 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/or stumps as needed.

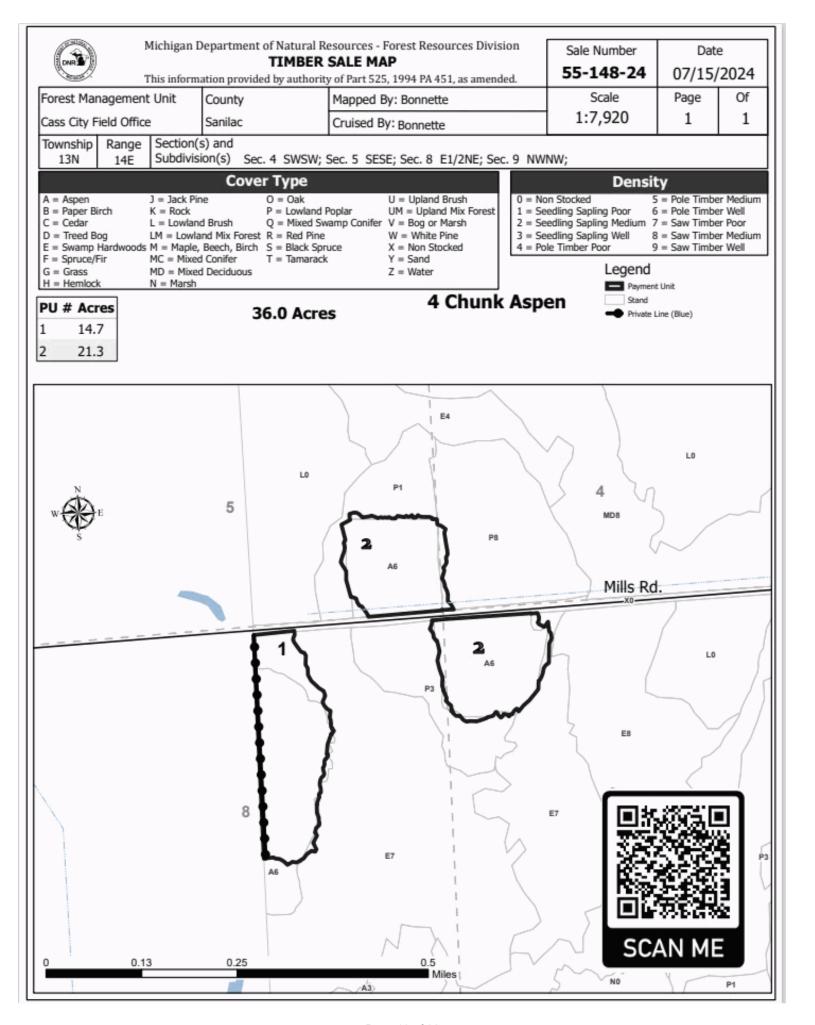
7 - Other Conditions

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

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

Section Name: Sale Specific Current as of 8/20/2024 12:44:45PM



TIMBER SALE INFORMATION

Beaver Lodge Aspen (55-149-24)

T13N, R13E, SEC. 1; T13N, R14E, SEC. 6; T14N, R13E, SEC. 36; T14N, R14E, SEC. 31. Sanilac County (Advertised Price \$42,049.60)

SALE NOTE: Some Payment Units have been affected by ongoing beaver activity including damage to timber and flooding.

Access may be through other public land.

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

PRODUCTS & SPECIES	<u>ESTIMATE</u>	ESTIMATED UNITS*		ADVERTISED PRICE		
Sawtimber						
Black Cherry	48.5	MBF	\$	47.00 / MBF		
Green Ash	9.7	MBF	\$	24.00 / MBF		
Mixed Aspen	531.6	MBF	\$	29.00 / MBF		
Red Maple	116.6	MBF	\$	36.00 / MBF		
Pulpwood						
Mixed Aspen	702	Cords	\$	13.15 / Cord		
Mixed Hardwood	792	Cords	\$	13.50 / Cord		

^{*} The total volume is statistically estimated within plus (+) or minus (-) 26.17 percent. There are an estimated 3,151 cords on this timber sale, plus or minus 825 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 \$2,102.00 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	13.4%
02	16.5%
03	19.6%
04	17.7%
05	32.8%

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

SALE STATISTICS

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

SALE VOLUMES

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

	VOLUME		VOLUME			STATISTICAL RA	ANGE IN CORDS
	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
	248,934	3,151	26.17%	2,326	3,976		

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
44	44,370	562	67.44%	183	940
45	47,352	599	69.97%	180	1,019
96	32,838	416	65.53%	143	688
110	41,456	525	53.90%	242	808
141	82,918	1,050	53.47%	488	1,611
TOTAL:	248,934	3,151		1,236	5,066

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:	56.4		56.4
141	19.3	5	19.3
110	9.0	2	9.0
96	7.3	1	7.3
45	10.7	3	10.7
44	10.1	4	10.1
VDU	VDU ACRES	PU	PU ACRES

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Cherry	Sawtimber	10.0	MBF	7.3	\$5,631.20
	Mixed Aspen		56.0	MBF		
	B. T. Aspen		56.0	MBF		
	Red Maple		9.9	MBF		
	Mixed Aspen	Pulpwood	92	Cords		
	B. T. Aspen		18	Cords		
	Quaking Aspen		74	Cords		
	Mixed Hardwood		146	Cords		
	Basswood		11	Cords		
	Black Cherry		17	Cords		
	Green Ash		3	Cords		
	Paper Birch		39	Cords		
	Red Maple		76	Cords		
2	Green Ash	Sawtimber	9.7	MBF	9.0	\$6,941.70
	Mixed Aspen		64.7	MBF		, ,
	Quaking Aspen		64.7	MBF		
	Red Maple		35.3	MBF		
	Mixed Aspen	Pulpwood	122	Cords		
	Quaking Aspen	'	122	Cords		
	Mixed Hardwood		145	Cords		
	American Elm		11	Cords		
	Black Cherry		27	Cords		
	Green Ash		22	Cords		
	Red Maple		85	Cords		
3	Black Cherry	Sawtimber	26.0	MBF	10.7	\$8,246.00
Ü	Mixed Aspen	Cawanibon	110.4	MBF	10.7	ψο,2 10.00
	B. T. Aspen		83.0	MBF		
	Cottonwood		7.3	MBF		
	Quaking Aspen		20.1	MBF		
	Red Maple		22.0	MBF		
	Mixed Aspen	Pulpwood	136	Cords		
	B. T. Aspen	i dipwood	106	Cords		
	Cottonwood		5	Cords		
	Quaking Aspen		25	Cords		
	Mixed Hardwood		92	Cords		
	Black Cherry		8	Cords		
	Green Ash		15	Cords		
	Red Maple		69	Cords		
4	· · · · · · · · · · · · · · · · · · ·	Sawtimber	12.5		10.1	Ф7 <i>ЛЕЛ БЕ</i>
4	Black Cherry Mixed Aspen	JawuiiiDei	12.5	MBF MBF	10.1	\$7,454.55
	B. T. Aspen		112.4	MBF		
	Red Maple		4.4	MBF		
		Pulpwood	97	Cords		
	Mixed Aspen	Pulpwood	97 97			
	B. T. Aspen Mixed Hardwood			Cords		
			161	Cords		
	Black Cherry		64	Cords		
	Paper Birch		27	Cords		
	Red Maple		70	Cords		
5	Mixed Aspen	Sawtimber	188.1	MBF	19.3	\$13,776.15
	B. T. Aspen		71.5	MBF		
	Cottonwood		4.5	MBF		
	Quaking Aspen		112.1	MBF		
	Red Maple		45.0	MBF		
	Mixed Aspen	Pulpwood	255	Cords		
	B. T. Aspen		177	Cords		
	Cottonwood			Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Quaking Aspen	Pulpwood	73	Cords		
	Mixed Hardwood		248	Cords		
	Black Cherry		67	Cords		
	Green Ash		25	Cords		
	Paper Birch		15	Cords		
	Red Maple		141	Cords		
		TOTAL:	706.4	MBF		
		TOTAL:	1,494	Cords		

Sale Specific Conditions & Requirements

Sale Name: Beaver Lodge Aspen Sale Number: 55-149-24 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 paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-5, cut all trees that are two (2) inches or more at DBH, except do not cut oak, apple, hickory, hemlock, white pine and trees marked with green paint.

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

2.2 - Utilization

2.2.3 - Stump heights (4/07)

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

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops is not permissible.

3 - Payments

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (4/14)

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

3.6 - Payment Unit Cutting Schedule

3.6.2 - One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened. The Purchaser must give 3 days notice before finishing a unit to allow for inspection.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.12 - No new roads (1/12)

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

4.2 - Maintenance

4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 30 days of completion of hauling, or if no hauling occurs for 30 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if

necessary. Damages will be assessed if grading/repair does not occur.

4.2.4 - Grading (10/16)

For completion of the sale, skid trails must be repaired if ruts exceeding 12 inches are left. In general, this will require a bulldozer to shape up skid trails after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - 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 at the end of Reinelt Road must be locked at the completion of each day.

4.4.4 - Restricted access (10/05)

Any vehicle barriers (gates, guard rail, berms etc.) removed during the course of operations shall be replaced in their original location and in their original condition. Any damage to gates, guard rail or vehicle barriers is the responsibility of the Purchaser.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

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

5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, the Sale Area shall be left with slash evenly distributed. Bunched and processed tops within the cutting area shall be broken up and scattered to the point that ground is easily visible through slash. Compacted layers of slash are strictly prohibited.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard. All standing dead trees (snags) shall be protected and left standing.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-5, cutting, skidding, and hauling are not permitted during the period of March 1 to July 15. All operations are limited to dry or frozen ground conditions at any other time. This restriction is required to protect the road network and reduce rutting in the poorly drained soils found throughout the Sale Area.

5.2.3.12 - Hunting operating restriction (1/18)

No Payment Unit may be started during the period of September 25 to October 10 or November 1 to November 30 without permission of the Unit Manager or his/her representative. Cutting, skidding and hauling are strictly prohibited from November 15 to November 30.

5.2.31 - Landing locations (9/13)

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

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of the Sale Area, 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.

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the beaver pond. The beaver dam may not be removed or disturbed during harvesting operations. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

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.

7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

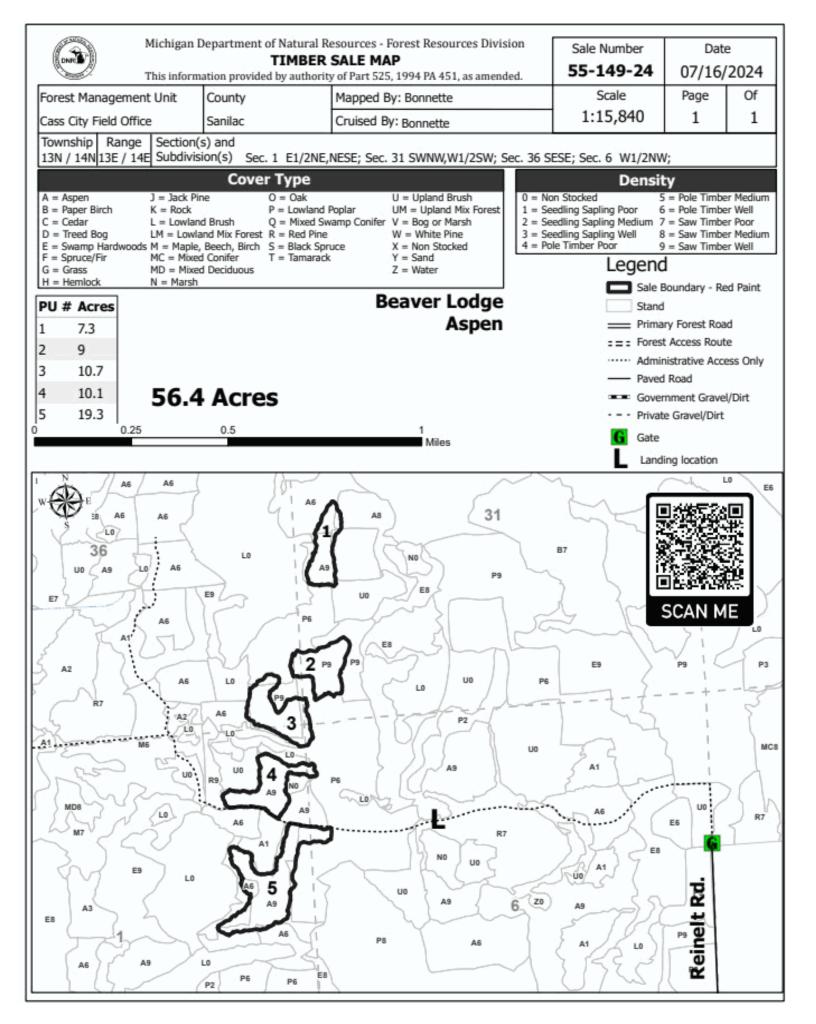
The sale area has received damage from beavers, particularly in Payment Units 3, 4 and 5. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

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

Section Name: Sale Specific Current as of 8/21/2024 8:39:27AM



BID FORM

CASS CITY FIELD OFFICE BAY CITY OFFICE

4 Chunk Aspen (55-148-24)

T13N, R14E, SEC. 4; T13N, R14E, SEC. 5; T13N, R14E, SEC. 8; T13N, R14E,

In response to the notice of sale to be held 10:00 a.m. (local time) on October 7, 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
Sawtimber					
Black Cherry	27.6	MBF	\$	49.00/MBF	\$
Mixed Aspen	269.2	MBF	\$	30.00/MBF	\$
Red Maple	21.0	MBF	\$	38.00/MBF	\$
Pulpwood					
Mixed Aspen	588	Cords	\$	11.25/Cord	\$
Mixed Hardwood	197	Cords	\$	11.80/Cord	\$
Mixed Hardwood	197	Cords	\$	11.80/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 35.09 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: ___-_ or SOCIAL SECURITY NUMBER: ___--_--_-

	Company or individual bidding:				
	Company representative's name:				
Address:					
	City:	State:	Zip:		
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	ual or company representative's signature: Date:				
Phone nu	one number · Fmail (ontional)·				

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.

•	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	ase Check Appropriate Categories:				
1.	My business is organized as (you must check <u>one</u>	of the boxes below):			
	A. Sole Proprietorship (individual)				
	B. Partnership				
	C. Corporation				
2. You must check <u>one</u> of the boxes below:					
	A. I certify my business is a sole proprietorship and it Worker's Compensation Laws.	t has no employees but the sole proprietor. I am not subject to the			
	Exclusion (BWC-337, Rev. 5/96). I will provide a c	the Worker's Compensation Act through the use of an approved Notice of copy of the Notice of Exclusion within 21 days of the contract award. (For the Worker's Compensation Bureau at 517-322-1195).			
	on Policy. I will provide an original Certificate of Insurance within twenty-				
3.	than yourself, including family members and active Full-time Employees	indicate the number of both full-time and part-time employees, other partners (if none, you must enter "0"). Part-time Employees			
lam	ne of Business	Federal ID (or) Social Security No.			
Addr	ress	Telephone			
City	State	ZIP			
n fa _	ereby certify that the above information is true and contactors affecting my coverage during any of my prese signature of Owner or Authorized Representative	orrect. I agree to notify the Michigan DNR of any changes that occurent and future operations.			
T	iitle	Date			

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

BID FORM

CASS CITY FIELD OFFICE BAY CITY OFFICE

Beaver Lodge Aspen (55-149-24)

T13N, R13E, SEC. 1; T13N, R14E, SEC. 6; T14N, R13E, SEC. 36; T14N, R14E,

In response to the notice of sale to be held 10:00 a.m. (local time) on October 7, 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*	ADVERTISED PRICE		BID PRICE/UNIT
Sawtimber					
Black Cherry	48.5	MBF	\$	47.00/MBF	\$
Green Ash	9.7	MBF	\$	24.00/MBF	\$
Mixed Aspen	531.6	MBF	\$	29.00/MBF	\$
Red Maple	116.6	MBF	\$	36.00/MBF	\$
Pulpwood					
Mixed Aspen	702	Cords	\$	13.15/Cord	\$
Mixed Hardwood	792	Cords	\$	13.50/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 26.17 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: ___-_ _ or SOCIAL SECURITY NUMBER: ___ -__ - __ - __ - ___

	Company or individual bidding:				
	Company representative's name:				
Address:					
	City:	State:	Zip:		
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individua	dual or company representative's signature: Date:				_
Phone ni	Phone number · Fmail (ontional)·				

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.					
Plε	Please Check Appropriate Categories:					
1.	 My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 					
	 You must check one 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. 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). 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. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). 					
Nam	Name of Business	ederal ID (or) Social Security No.				
Add	Address Te	elephone)				
City	City State ZI	P				
hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative Title Date						
	TIUC	Dale				

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