

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7606</u>

### <u>SCHEDULED SALE DATE AND TIME:</u> 9:00 a.m. (local time) on April 1, 2025. <u>LOCATION:</u> GAYLORD MGMT UNIT, 1732 WEST M 32, GAYLORD, MI 49735.

<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, GAYLORD MANAGEMENT UNIT, for certain timber on the following described lands:

<u>Triple Treatment Trifecta</u> (52-011-24) / T33N, R04W, SEC. 6, NENW,NE. Charlevoix County, Advertised Price \$80,021.40, 71.9 Acres, Hardwood, Red Pine.

SALE NOTE: Payment Unit 3 is a recommended winter harvest due to wet soils. Payment Units 2 and 4 have scarification timing restrictions. 4 year contract, no extensions will be granted.

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

<u>Road Trip Mix</u> (52-014-24) / T30N, R01W, SEC. 32, S1/2SW. T30N, R01W, SEC. 33, S1/2SE. Otsego County, Advertised Price \$55,944.10, 65.2 Acres, Hardwood, Aspen.

SALE NOTE: Seasonal oak wilt restriction applied. Recreational trail, gas wellhead, and utility ROW specs all included within contract specifications. 4 year contract, no extensions will be granted.

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

Comp 129 Hardwood (52-106-24) / T34N, R04W, SEC. 13, NE,SW,SE. T34N, R04W, SEC. 24, NENE,N1/2SE. Emmet County, Advertised Price \$511,812.50, 443.5 Acres, Sugar Maple, Hardwood.

SALE NOTE: Nice quality hardwood. No chipping tops and limbs. Bark slip restriction. No extensions will be granted on the contract.

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

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

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

Bids must be received by the Unit Manager, GAYLORD OFFICE, 1732 West M 32, Gaylord, MI 49735, no later than 9:00 a.m. (local time) on April 1, 2025. For further information concerning this sale, contact Lucas Merrick at 989-732-3541 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

#### <u>Triple Treatment Trifecta (52-011-24)</u> T33N, R04W, SEC. 6. Charlevoix County (Advertised Price \$80,021.40)

SALE NOTE: Payment Unit 3 is a recommended winter harvest due to wet soils. Payment Units 2 and 4 have scarification timing restrictions. 4 year contract, no extensions will be granted.

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

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

PRODUCTS & SPECIES	ESTIMATE	<u>ED UNITS*</u>	ADV	ERTISED PRICE
Sawtimber				
Basswood	37.5	MBF	\$	67.00 / MBF
Red Maple	8.0	MBF	\$	115.00 / MBF
Red Pine	185.8	MBF	\$	119.00 / MBF
Sugar Maple	86.3	MBF	\$	251.00 / MBF
Pulpwood				
B. T. Aspen	629	Cords	\$	15.65 / Cord
Balsam Fir	10	Cords	\$	11.25 / Cord
Basswood	120	Cords	\$	10.90 / Cord
Mixed Hardwood	475	Cords	\$	15.95 / Cord
Mixed Spruce	20	Cords	\$	9.80 / Cord
Red Pine	319	Cords	\$	43.20 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 16.20 percent. There are an estimated 2,316 cords on this timber sale, plus or minus 375 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 \$4,001.00 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	13.8%
02	46.2%
03	25.1%
04	14.9%

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

5. Operations on the contract issued will terminate on 06/30/2029.

#### 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			
182,971	2,316	16.20%	1,941	2,691		

#### **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
1	18,696	237	36.59%	150	323
2	87,168	1,103	25.77%	819	1,388
3	25,012	317	34.22%	208	425
4	35,581	450	43.22%	256	645
5	16,514	209	50.38%	104	314
TOTAL:	182,971	2,316		1,537	3,095

#### 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
1	22.3	1	22.3
2	31.6	3	31.6
3	6.2	2	6.2
4	6.2	2	6.2
5	5.6	4	5.6
TOTAL:	71.9		71.9

## DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	44.0	MBF	22.3	\$11,024.80
	Red Pine	Pulpwood	134	Cords		
2	Basswood	Sawtimber	19.2	MBF	12.4	\$36,942.10
	Red Maple		8.0	MBF		
	Red Pine		135.9	MBF		
	Sugar Maple		50.8	MBF		
	B. T. Aspen	Pulpwood	17	Cords		
	Basswood		15	Cords		
	Mixed Hardwood		175	Cords		
	Beech		4	Cords		
	Ironwood		7	Cords		
	Red Maple		8	Cords		
	Sugar Maple		156	Cords		
	Red Pine		60	Cords		
3	B. T. Aspen	Pulpwood	606	Cords	31.6	\$20,104.60
	Balsam Fir		6	Cords		
	Basswood		95	Cords		
	Mixed Hardwood		254	Cords		
	American Elm		4	Cords		
	Black Cherry		45	Cords		
	Ironwood		5	Cords		
	Red Maple		68	Cords		
	Sugar Maple		125	Cords		
	Yellow Birch		7	Cords		
	Mixed Spruce		20	Cords		
	Black Spruce		18	Cords		
	White Spruce		2	Cords		
	Red Pine		122	Cords		
4	Basswood	Sawtimber	18.3	MBF	5.6	\$11,949.90
	Red Pine		5.9	MBF		
	Sugar Maple		35.5	MBF		
	B. T. Aspen	Pulpwood	6	Cords		
	Balsam Fir		4	Cords		
	Basswood		10	Cords		
	Mixed Hardwood		46	Cords		
	Sugar Maple		46	Cords		
	Red Pine		3	Cords		
		TOTAL:	317.6	MBF		
		TOTAL:	1,573	Cords		

#### Sale Specific Conditions & Requirements

#### Sale Name: Triple Treatment Trifecta

Sale Number: 52-011-24 Seq#: 2

#### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted Boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint, as well as roads. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint, with the exception of the northern boundary of Payment Units 1 and 2, which is unpainted and designated by Bear River Road, and the eastern boundary of Payment Unit 4, which is unpainted and designated by Cobb Road. Interior Payment Unit boundaries are marked with yellow paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut Unit(s) with Unmerchantable Trees (6/14) Within Payment Unit(s) 3, cut all trees that are two (2) inches or more at DBH.

2.1.3 - Cut Tree Marked Unit(s) (12/08)

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

2.1.7 - Leave Tree Marked Unit(s) (6/14)

Within Payment Unit(s) 2 and 4, cut all trees that are two (2) inches or more at DBH, except do not cut trees marked with green paint above and below stump height.

Note: Within Payment Unit 2, there is old orange and blue paint from a previous contract. This paint is not relevant to this sale.

#### 3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing Payment Units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

- 3.4 Damaged Timber
  - 3.4.1 Damaged Timber (12/24)

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

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

#### 4 - Transportation

4.1 - Construction

4.1.3 - Slash and Earthen Piles (8/04)

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

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

#### 4.2 - 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.

#### 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) 2 and 4, unless changed by written agreement, cutting and skidding are limited to the period of snow off conditions. This restriction is for scarification purposes.

### 5.2.3.6 - Bark Beetle Restriction (1/25)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two (2) inches in diameter are removed from the Sale Area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within 15 days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

### 5.2.4 - Dead and Down Creation

### 5.2.4.2 - Dead and Down Creation, Hare and Grouse (1/25)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave two 10-inch diameter or larger log size pieces on the ground for every two (2) acres. If possible, the logs or trees should be felled so they overlap. Note these pieces should have a minimum length of 10 feet. They can be of any tree species and can be an un-merchantable piece of wood or a full tree.

#### 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 wet conditions.

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

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

### 5.2.39 - ORV Trail/Route Protection (4/18)

The Tomahawk Motorcycle Trail is shown on the Timber Sale Map. Do not cut trees or damage posts with markers. Trees with markers shall be cut off above the markers and at least 5 feet above ground. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the Cycle trail as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the Sale Administrator.

### 5.2.41 - Snowmobile Trail Protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. If the trail road is to be used for hauling

during the snowmobile season, then a snow-covered base must be left on the trail. The snowmobile trail may only be crossed at right angles. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail during the periods of Dec 1 - March 31. All stumps within 5 feet of the snowmobile trail must be cut at ground level.

### 5.4 - Soil Protection

### 5.4.1 - Rutting Restriction, General (7/16)

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

### 5.8 - 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 onsite evaluation and recommendation can be made, if necessary.

### 6 - Safety and Fire Prevention

### 6.2 - Signing

6.2.2 - Snowmobile Trail Posting (10/20)

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

### 6.2.3 - Recreational Trail Posting (10/20)

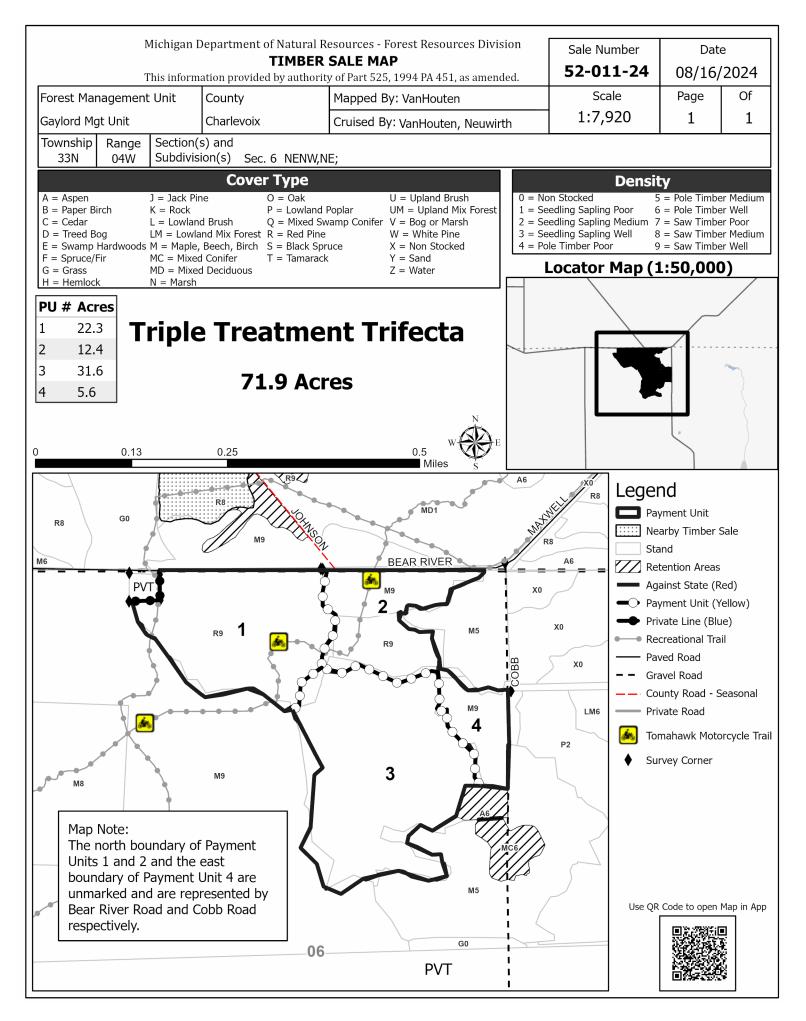
The Purchaser is responsible for posting and maintaining caution signs on the ORV Trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 7 - Other Conditions

### 7.2 - Extensions

7.2.2 - No Extensions (3/09)

There will be no extensions granted on this contract.



### TIMBER SALE INFORMATION

#### <u>Road Trip Mix (52-014-24)</u> T30N, R01W, SEC. 32; T30N, R01W, SEC. 33.

Otsego County (Advertised Price \$55,944.10)

SALE NOTE: Seasonal oak wilt restriction applied. Recreational trail, gas wellhead, and utility ROW specs all included within contract specifications. 4 year contract, no extensions will be granted.

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

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

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	62.7	MBF	\$	56.00 / MBF
Red Maple	86.1	MBF	\$	107.00 / MBF
Red Oak	73.9	MBF	\$	149.00 / MBF
Sugar Maple	66.0	MBF	\$	234.00 / MBF
White Oak	2.0	MBF	\$	81.00 / MBF
Pulpwood				
Beech	106	Cords	\$	14.90 / Cord
Mixed Aspen	457	Cords	\$	14.60 / Cord
Mixed Hardwood	395	Cords	\$	14.90 / Cord
Red Oak	67	Cords	\$	34.25 / Cord
White Oak	5	Cords	\$	34.25 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 19.96 percent. There are an estimated 1, 711 cords on this timber sale, plus or minus 342 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 \$2,797.00 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	32.2%
02	67.8%

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

5. Operations on the contract issued will terminate on 06/30/2029.

#### 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		
135,171	1,711	19.96%	1,369	2,053		

#### **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
22	23,263	294	42.61%	169	420
24	20,060	254	47.46%	133	374
37	27,574	349	60.61%	137	561
39	64,274	814	27.21%	592	1,035
TOTAL:	135,171	1,711		1,032	2,390

### 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
22	18.6	1	18.6
24	10.8	1	10.8
37	11.9	2	11.9
39	23.9	2	23.9
TOTAL:	65.2		65.2

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

		i	i	1		
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	14.0	MBF	29.4	\$18,039.30
	Red Oak		67.7	MBF		
	White Oak		2.0	MBF		
	Beech	Pulpwood	7	Cords		
	Mixed Aspen		171	Cords		
	B. T. Aspen		62	Cords		
	Quaking Aspen		109	Cords		
	Mixed Hardwood		119	Cords		
	Red Maple		119	Cords		
	Red Oak		51	Cords		
	White Oak		5	Cords		
2	B. T. Aspen	Sawtimber	62.7	MBF	35.8	\$37,904.80
	Red Maple		72.1	MBF		
	Red Oak		6.2	MBF		
	Sugar Maple		66.0	MBF		
	Beech	Pulpwood	99	Cords		
	Mixed Aspen		286	Cords		
	B. T. Aspen		255	Cords		
	Quaking Aspen		31	Cords		
	Mixed Hardwood		276	Cords		
	Paper Birch		8	Cords		
	Red Maple		106	Cords		
	Sugar Maple		162	Cords		
	Red Oak		16	Cords		
		TOTAL:	290.7	MBF		
		TOTAL:	1,030	Cords		

#### Sale Specific Conditions & Requirements

Sale Number: 52-014-24 Seg#: 2

#### Sale Name: Road Trip Mix

#### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted Boundaries (9/19)

The sale boundary is marked and identified by red and blue paint. Exterior sale boundary lines adjacent to private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Retention areas are shown on the Timber Sale Map and are located outside the sale boundary; no harvesting equipment may operate within these areas. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut Unit(s) with Unmerchantable Trees (6/14)Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH.

2.2 - Utilization

2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the Sale Area. Retain on site between 1/6 and 1/3 of the slash from harvested trees (treetops and limbs less than four inches in diameter). This is because biomass retention requirements.

#### 3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing Payment Units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

#### 4 - Transportation

4.1 - Construction

4.1.3 - Slash and Earthen Piles (8/04)

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

#### 4.1.6 - Road Construction (4/24)

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

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

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

#### 4.2 - Maintenance

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

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bulldozer to shape

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

### 5 - Operations

### 5.1 - Notification

5.1.1 - Pre-sale Conference (10/16)

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

### 5.1.3 - Well Heads and Natural Gas Pipelines (11/15)

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

### 5.1.4 - Post-Sale Conference (10/16)

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

### 5.1.6 - Utility R.O.W. (4/19)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

### 5.2 - Conduct of Operations

### 5.2.1 - Slash

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

No slash or tree tops may exceed 24 inches in height. In addition, in Payment Unit 1, tops and slash shall be placed on oak stumps to protect regen sprouts from browse damage. Slash height restriction is not applicable to tree tops on stumps.

#### 5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den Trees (10/16)

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

### 5.2.3 - Operating Restrictions

5.2.3.4 - Oak Wilt Restriction, No Exceptions (1/18)

Within Payment Units 1 and 2, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

#### 5.2.4 - Dead and Down Creation

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

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave two trees, nine (9) inches or larger in diameter on the ground for every two acres. They should be scattered throughout the sale or positioned per the Sale Administrator's instructions. If possible, the logs or trees should be felled so they overlap. Note these pieces should have a minimum length of 10 feet. They can be of any tree species and can be an un-merchantable piece of wood or a full tree.

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

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

### 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.

### 5.2.37 - No Decking Areas (12/08)

No decking is allowed within the opening of any gas wellhead sites.

#### 5.2.39 - ORV Trail/Route Protection (4/18)

The designated cycle trail is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow trail markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the cycle trail as the centerline. Do not run equipment down the cycle trail. Skidding across the trail may only occur in locations approved by the Sale Administrator.

#### 5.2.41 - Snowmobile Trail Protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail during the active snowmobile season. All stumps within 5 feet of the snowmobile trail must be cut at ground level.

### 5.4 - Soil Protection

### 5.4.1 - Rutting Restriction, General (7/16)

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

#### 5.8 - 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 onsite 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 Mud Lake Road and Douglas Lake Road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 6.2.2 - Snowmobile Trail Posting (10/20)

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

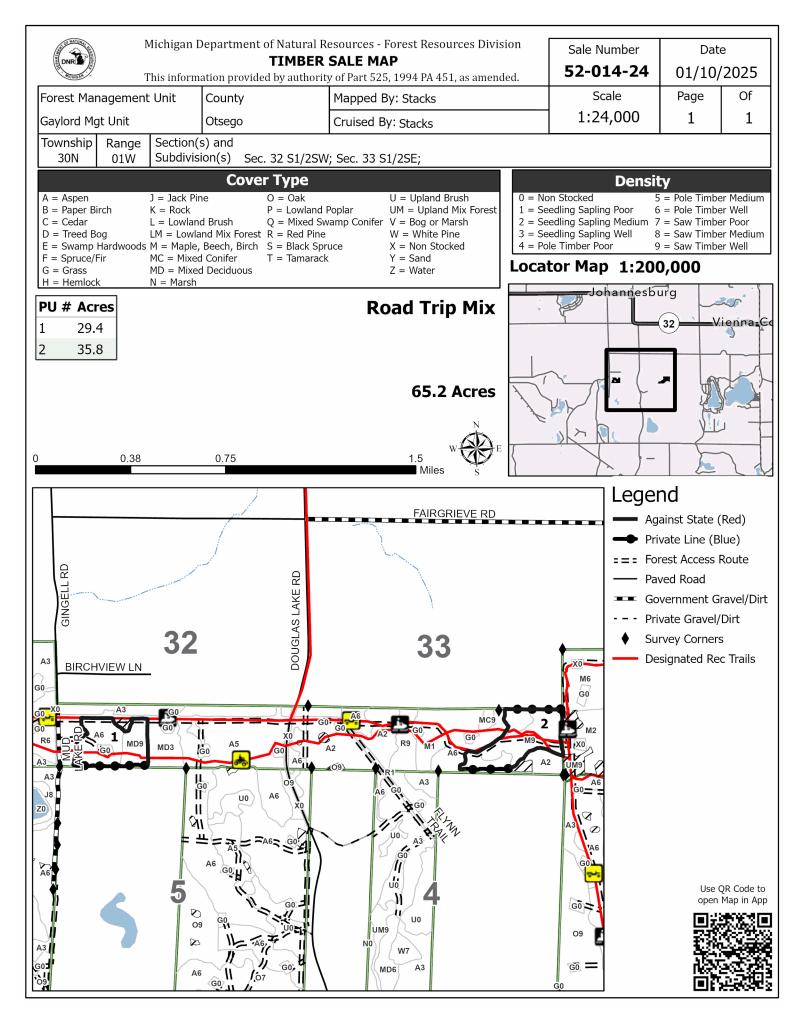
#### 6.2.3 - Recreational Trail Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the cycle trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 7 - Other Conditions

7.2 - Extensions

7.2.2 - No Extensions (3/09) There will be no extensions granted on this contract.



### TIMBER SALE INFORMATION

#### <u>Comp 129 Hardwood (52-106-24)</u> T34N, R04W, SEC. 13; T34N, R04W, SEC. 24. Emmet County (Advertised Price \$511,812.50)

SALE NOTE: Nice quality hardwood. No chipping tops and limbs. Bark slip restriction. No extensions will be granted on the contract.

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	262.1	MBF	\$	71.00 / MBF
Black Cherry	8.9	MBF	\$	172.00 / MBF
Mixed Aspen	61.0	MBF	\$	64.00 / MBF
Red Maple	12.8	MBF	\$	122.00 / MBF
Sugar Maple	1,654.1	MBF	\$	268.00 / MBF
Pulpwood				
Basswood	188	Cords	\$	11.60 / Cord
Mixed Aspen	72	Cords	\$	16.70 / Cord
Mixed Hardwood	64	Cords	\$	17.00 / Cord
Sugar Maple	2,261	Cords	\$	17.00 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 10.76 percent. There are an estimated 7,273 cords on this timber sale, plus or minus 783 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 \$25,591.00 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	29.2%
02	25.6%
03	26.3%
04	18.9%

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

5. Operations on the contract issued will terminate on 06/30/2029.

#### 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 RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
574,528	7,273	10.76%	6,490	8,055	

#### **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
19	455,410	5,765	12.71%	5,032	6,497
42	119,118	1,508	18.72%	1,226	1,790
TOTAL:	574,528	7,273		6,258	8,287

#### 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
19	382.0	1	137.3
19	382.0	2	120.7
19	382.0	3	124.0
42	61.5	4	61.5
TOTAL:	1,207.5		443.5

## DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	69.7	MBF	137.3	\$149,143.40
	Black Cherry		3.2	MBF		
	Mixed Aspen		6.8	MBF		
	Quaking Aspen		6.8	MBF		
	Red Maple		4.6	MBF		
	Sugar Maple		486.6	MBF		
	Basswood	Pulpwood	47	Cords		
	Mixed Aspen		7	Cords		
	Quaking Aspen		7	Cords		
	Mixed Hardwood		21	Cords		
	Beech		11	Cords		
	Black Cherry		2	Cords		
	Ironwood		5	Cords		
	Red Maple		3	Cords		
	Sugar Maple		660	Cords		
2	Basswood	Sawtimber	61.2	MBF	120.7	\$131,128.40
2	Black Cherry	Cawtimber	2.8	MBF	120.7	ψ101,120. <del>1</del> 0
	Mixed Aspen		2.0 5.9	MBF		
	Quaking Aspen		5.9	MBF		
	• •		5.9 4.0	MBF		
	Red Maple					
	Sugar Maple	Dulmus!	427.9	MBF		
	Basswood	Pulpwood	41	Cords		
	Mixed Aspen		6	Cords		
	Quaking Aspen		6	Cords		
	Mixed Hardwood		19	Cords		
	Beech		10	Cords		
	Black Cherry		1	Cords		
	Ironwood		5	Cords		
	Red Maple		3	Cords		
	Sugar Maple		580	Cords		
3	Basswood	Sawtimber	62.9	MBF	124.0	\$134,734.30
	Black Cherry		2.9	MBF		
	Mixed Aspen		6.1	MBF		
	Quaking Aspen		6.1	MBF		
	Red Maple		4.2	MBF		
	Sugar Maple		439.6	MBF		
	Basswood	Pulpwood	43	Cords		
	Mixed Aspen		6	Cords		
	Quaking Aspen		6	Cords		
	Mixed Hardwood		19	Cords		
	Beech		10	Cords		
	Black Cherry		1	Cords		
	Ironwood		5	Cords		
	Red Maple		3	Cords		
	Sugar Maple		596	Cords		
4	Basswood	Sawtimber	68.3	MBF	61.5	\$96,806.40
	Mixed Aspen		42.2	MBF		,,
	B. T. Aspen		42.2	MBF		
	Sugar Maple		300.0	MBF		
	Basswood	Pulpwood	57	Cords		
	Mixed Aspen		53	Cords		
	B. T. Aspen		53	Cords		
	Mixed Hardwood		5	Cords		
	Beech		2	Cords		
	Ironwood		3	Cords		
			425			
	Sugar Maple		425	Cords		

TOTAL:	1,998.9	MBF
TOTAL:	2,585	Cords

### Sale Specific Conditions & Requirements

#### Sale Name: Comp 129 Hardwood

Sale Number: 52-106-24 Seq#: 2

#### 1 - Sale Area

1.2 - Boundaries

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

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

#### 2 - Timber Specifications

2.1 - Included Timber

### 2.1.3 - Cut Tree Marked Unit(s) (12/08)

Within Payment Unit(s) 1-4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within purple-painted gaps, all trees taller than 6 feet in height are designated for cutting.

#### 2.2 - Utilization

2.2.5 - Limbed tree skidding (1/09)

The skidding of whole trees or tree segments with limbs attached is prohibited.

### 2.2.10 - No Chipping Tops and Limbs (8/16)

Within Payment Unit(s) 1-4, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered.

#### 3 - Payments

### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing Payment Units (7/14)

Payment Unit(s) 1-4 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment.

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

4.1 - Construction

### 4.1.7 - 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 may require constructing a four (4') foot high berm of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. 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.

### 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. Den trees are to be protected and left standing even if marked with orange paint or found within any gaps.

### 5.2.3 - Operating Restrictions

### 5.2.3.3 - Bark Slippage Restriction (3/09)

Within Payment Unit(s) 1-4, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. An amendment to this condition is at the discretion of the Timber Sale Administrator and the Unit Manager and may not apply to all Payment Units. This restriction is because of bark slippage.

### 5.2.38 - No Decking Against Live Trees (2/04)

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

### 5.2.39 - ORV Trail/Route Protection (4/18)

The MCCCT is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground or a minimum 4-foot stump. If equipment runs down the trail, it must be cleared and free of debris and ruts at the Close of Business daily.

### 5.2.40 - Pathway Protection (10/10)

Wildwood Hills Pathway is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot-wide slash, debris, and rut free zone daily, using the pathway as the centerline. The Pathway may not be used for skidding or hauling.

#### 5.4 - Soil Protection

### 5.4.1 - Rutting Restriction, General (7/16)

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

#### 5.8 - Protection of Endangered Species

### 5.8.5 - Protection of Raptor Nests (3/13)

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

### 5.8.8 - Protected Species, Other (2/12)

The potential exists for the presence of Smooth Green Snakes (Opheodrys vernalis), a species of Special Concern. If any Smooth Green Snake is observed (alive or dead), operations are to cease immediately and the Timber Sale Administrator is to inform the local Wildlife Biologist for their recommendation. This may result in operating restrictions. Should these restrictions delay operations for a significant period, a free one-year extension for the affected Payment Unit(s) may be considered by the Unit Manager.

### 5.8.9 - Bat Habitat and Roost Trees (5/24)

If bats are observed emerging from a tree prior to being felled, or if injured or dead bats are found after a tree is felled, notify the Unit Manager for coordination with Forest Service biologists. If the tree is determined to be a roost, the contract may be amended to include a no activity buffer (typically 150 feet radius around the roost tree or trees).

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

### 6.2.3 - Recreational Trail Posting (10/20)

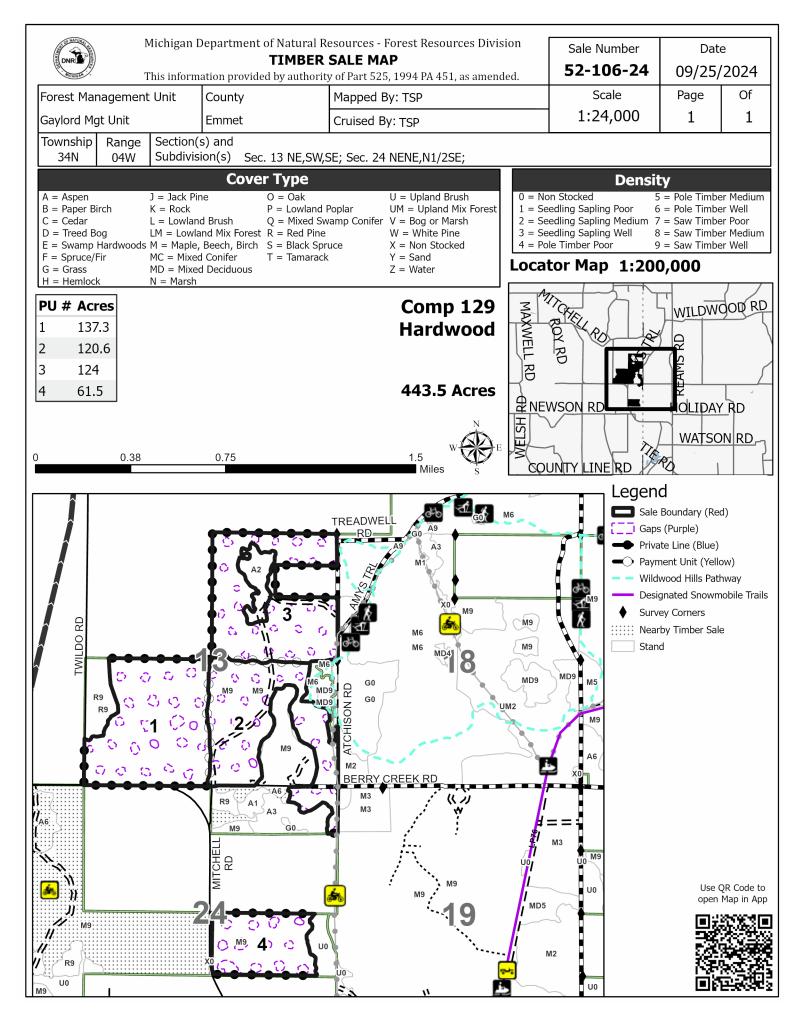
The Purchaser is responsible for posting and maintaining caution signs on portions of the MCCCT and Wildwood Hills Pathway affected by logging and/or hauling activity prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 7 - Other Conditions

7.2 - Extensions

7.2.2 - No Extensions (3/09)

There will be no extensions granted on this contract.



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

#### **BID FORM**

#### <u>Comp 129 Hardwood (52-106-24)</u> T34N, R04W, SEC. 13; T34N, R04W, SEC. 24; Emmet COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on April 1, 2025, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED VOLU	<u>JME*</u> <u>A</u>	DVERTISED PRICE	BID PRICE/UNIT
Basswood	262.1 MBF	\$	71.00/MBF	\$
Black Cherry	8.9 MBF	\$	172.00/MBF	\$
Mixed Aspen	61.0 MBF	\$	64.00/MBF	\$
Red Maple	12.8 MBF	\$	122.00/MBF	\$
Sugar Maple	1,654.1 MBF	\$	268.00/MBF	\$
Pulpwood				
Basswood	188 Cord	s \$	11.60/Cord	\$
Mixed Aspen	72 Cord	s \$	16.70/Cord	\$
Mixed Hardwood	64 Cord	s \$	17.00/Cord	\$
Sugar Maple	2,261 Cord	s \$	17.00/Cord	\$
Mixed Aspen Mixed Hardwood	72 Cord 64 Cord	ls \$	16.70/Cord 17.00/Cord	\$ \$ \$

\*The volumes are statistically estimated within plus (+) or minus (-) 10.76 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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

Individual or company representative's signature:

Phone number :

Email (optional):

\_\_ Date:\_\_\_\_

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

TOF NATURAL BED	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)				
adu Anchigan	TIMBER SAL	.E						
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:				
	COMPENSATION ACT C			Forest Management Onit.				
		-	- d					
VEDIEL	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.						
	CATION OF WORKER'S DISABILIT							
sale	<ul> <li>This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.</li> </ul>							
	Iddition, if boxes 2B or 2C are check nty-one (21) days of the contract awa			Certificate of Insurance must be submitted within e timber sale contract.				
• All	Information must be typed or printed	except for written	signatures.					
Please	Check Appropriate Categories:							
-	business is organized as (you <b>must</b>	check <u>one</u> of the	boxes below):	:				
	Sole Proprietorship (individual)							
	Partnership							
C. [	Corporation							
2. You	u <b>must</b> check <u>one</u> of the boxes below	v:						
A. [	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the				
	Exclusion (BWC-337, Rev. 5/96). I w questions or a copy of the BWC-337,	ill provide a copy of please call the Wor	the Notice of Ex ker's Compensa	sation Act through the use of an approved Notice of xclusion within 21 days of the contract award. (For ation Bureau at 517-322-1195). an original Certificate of Insurance within twenty-				
	one (21) days of the contract award.							
	ou have checked item 2(A) or 2(B), n yourself, including family members			of <b>both</b> full-time and part-time employees, other ou must enter "0").				
	Full-time Er	nnlovees		Part-time Employees				
		npioyees						
Name of E	Business		Federal ID (or)	Social Security No.				
Address			Telephone					
Otto		Otata						
City		State	ZIP					
	certify that the above information is s affecting my coverage during any o			tify the Michigan DNR of any changes that occur ions.				
Signati	Signature of Owner or Authorized Representative							
Title			Da	te				

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

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

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

### **BID FORM**

# Road Trip Mix (52-014-24)

## T30N, R01W, SEC. 32; T30N, R01W, SEC. 33; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on April 1, 2025, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
B. T. Aspen	62.7	MBF	\$	56.00/MBF	\$
Red Maple	86.1	MBF	\$	107.00/MBF	\$
Red Oak	73.9	MBF	\$	149.00/MBF	\$
Sugar Maple	66.0	MBF	\$	234.00/MBF	\$
White Oak	2.0	MBF	\$	81.00/MBF	\$
Pulpwood					
Beech	106	Cords	\$	14.90/Cord	\$
Mixed Aspen	457	Cords	\$	14.60/Cord	\$
Mixed Hardwood	395	Cords	\$	14.90/Cord	\$
Red Oak	67	Cords	\$	34.25/Cord	\$
White Oak	5	Cords	\$	34.25/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 19.96 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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

Individual or company representative's signature: \_\_\_\_\_\_ Date: \_\_\_\_\_

Phone number :\_\_\_\_\_ Email (optional):\_\_\_\_\_

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

TOF NATURAL BED	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)				
adu Anchigan	TIMBER SAL	.E						
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:				
	COMPENSATION ACT C			Forest Management Onit.				
		-	- d					
VEDIEL	As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended. VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE							
sale	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.							
	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.							
• All	Information must be typed or printed	except for written	signatures.					
Please	Check Appropriate Categories:							
-	business is organized as (you <b>must</b>	check <u>one</u> of the	boxes below):	:				
	Sole Proprietorship (individual)							
	Partnership							
C. [	Corporation							
2. You	u <b>must</b> check <u>one</u> of the boxes below	v:						
A. [	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the				
	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.							
	B. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").							
	Full-time Er	nnlovees		Part-time Employees				
		npioyees						
Name of E	Business		Federal ID (or)	Social Security No.				
Address			Telephone					
Otto		Otata						
City		State	ZIP					
	certify that the above information is s affecting my coverage during any o			tify the Michigan DNR of any changes that occur ions.				
Signature of Owner or Authorized Representative								
Title	Title Date							

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

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

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

#### **BID FORM**

### Triple Treatment Trifecta (52-011-24) T33N, R04W, SEC. 6; Charlevoix COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on April 1, 2025, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Basswood	37.5	MBF	¢	67.00/MBF	\$
Dasswood	57.5	IVIDE	\$		Φ
Red Maple	8.0	MBF	\$	115.00/MBF	\$
Red Pine	185.8	MBF	\$	119.00/MBF	\$
Sugar Maple	86.3	MBF	\$	251.00/MBF	\$
Pulpwood					
B. T. Aspen	629	Cords	\$	15.65/Cord	\$
Balsam Fir	10	Cords	\$	11.25/Cord	\$
Basswood	120	Cords	\$	10.90/Cord	\$
Mixed Hardwood	475	Cords	\$	15.95/Cord	\$
Mixed Spruce	20	Cords	\$	9.80/Cord	\$
Red Pine	319	Cords	\$	43.20/Cord	\$
1					

\*The volumes are statistically estimated within plus (+) or minus (-) 16.20 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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

Individual or company representative's signature: \_\_\_\_\_\_ Date: \_\_\_\_\_

Phone number :\_\_\_\_\_ Email (optional):\_\_\_\_\_

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

NOF NATURAL PESSOL	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY		
A DNR A	TIMBER SAL	E		Sale Number (XX – XXX – XX – XX)		
TCHIGH	VERIFICATION OF WORKE	" R'S DISABILIT	v			
	COMPENSATION ACT C		•	Forest Management Unit:		
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	er's Compensation) an	d			
VERIFIC	ATION OF WORKER'S DISABILIT		ON ACT COI	MPLIANCE		
	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.					
• All In	formation must be typed or printed	except for written s	ignatures.			
Please Check Appropriate Categories:						
1. Myb	usiness is organized as (you <b>must</b>	check <u>one</u> of the	boxes below)	:		
A. 🗆	Sole Proprietorship (individual)					
В. 🗆	Partnership					
C. 🗆	Corporation					
2. You	must check <u>one</u> of the boxes below	v:				
A. 🗆	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	t the sole proprietor. I am not subject to the		
В. 🗌	<ul> <li>B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> </ul>					
C. 🗆	C. C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty- one (21) days of the contract award.					
	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").					
	Full-time Er	nployees		Part-time Employees		
Name of Dec						
Name of Bu	Siriess		Federal ID (or)	Social Security No.		
Address			Telephone			
			( )			
City		State	ZIP			
l hereby c	pertify that the above information is	true and correct	Lagree to po	tify the Michigan DNR of any changes that occur		
	affecting my coverage during any o					
Signature of Owner or Authorized Representative						
Olgriatur	e of owner of Autionzed Representative					
Title			Da	ite		

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

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