

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7529</u>

<u>SCHEDULED SALE DATE AND TIME:</u> 2:00 p.m. (local time) on June 16, 2025. LOCATION: GWINN MGMT UNIT, 410 WEST M 35, GWINN, MI 49841.

<u>CONTACT NAME:</u> Mike Brodeur <u>PHONE NUMBER:</u> (906) 346-9201

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

 <u>High Low Mix CRP</u> (32-004-24) / T43N, R26W, SEC. 10, NENW,S1/2NW,W1/2NE,NESW,NWSE. T43N, R26W, SEC. 3, NWSW,S1/2SW,NWSE,S1/2SE. T43N, R26W, SEC. 9, SENE.
Marquette County, Advertised Price \$47,315.50, 145.0 Acres, Aspen, Hardwood.
SALE NOTE: A portion of this sale is a part of a Michigan Technological University silvicultural study for cedar regeneration. The research portion of the sale will be a SCALED SALE, measured at the landing and sold based on \$/cord rates for all species. Due to the research units (Payment Units 10-13) being scaled, volume estimates for research units are less accurate and should be regarded as having high variability, and may include other species not listed in the volume tables for those Payment Units. Bidders should review any contract specifications relating to restrictions and operations in Payment Units 10-13 (cedar research units) and contact the Unit Manager with any questions relating to the cedar research units.

See Sale Condition 4.4.1 - Private Property Access - Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner(s) may be required by the DNR.

Access may be through private land.

TIMBER SALE INFORMATION

<u>High Low Mix CRP (32-004-24)</u>

T43N, R26W, SEC. 10; T43N, R26W, SEC. 3; T43N, R26W, SEC. 9. Marguette County (Advertised Price \$47,315.50)

SALE NOTE: A portion of this sale is a part of a Michigan Technological University silvicultural study for cedar regeneration. The research portion of the sale will be a SCALED SALE, measured at the landing and sold based on \$/cord rates for all species. Due to the research units (Payment Units 10-13) being scaled, volume estimates for research units are less accurate and should be regarded as having high variability, and may include other species not listed in the volume tables for those Payment Units. Bidders should review any contract specifications relating to restrictions and operations in Payment Units 10-13 (cedar research units) and contact the Unit Manager with any questions relating to the cedar research units.

See Sale Condition 4.4.1 - Private Property Access - Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner(s) may be required by the DNR.

Access may be through private land.

A timber sale contract for this mixed, 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 | 15.5 | MBF | \$ | 35.00 / MBF |
| Paper Birch | 2.2 | MBF | \$ | 85.00 / MBF |
| Red Maple | 5.3 | MBF | \$ | 82.00 / MBF |
| Sugar Maple | 125.9 | MBF | \$ | 170.00 / MBF |
| Pulpwood | | | | |
| Balsam Fir | 45 | Cords | \$ | 8.40 / Cord |
| Balsam Poplar | 42 | Cords | \$ | 22.70 / Cord |
| Basswood | 32 | Cords | \$ | 8.00 / Cord |
| Mixed Aspen | 515 | Cords | \$ | 22.70 / Cord |
| Mixed Hardwood | 790 | Cords | \$ | 9.35 / Cord |
| Mixed Spruce | 142 | Cords | \$ | 8.80 / Cord |
| N. White Cedar | 168 | Cords | \$ | 6.30 / Cord |
| Tamarack | 160 | Cords | \$ | 11.10 / Cord |

* The total volume is statistically estimated within plus (+) or minus (-) 15.10 percent. There are an estimated 2,243 cords on this timber sale, plus or minus 339 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 \$4,731.55 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

| | PERCENT OF TOTAL SALE VALUE |
|----|-----------------------------|
| 01 | 0.6% |
| 02 | 18.0% |
| 03 | 5.7% |
| 04 | 7.7% |
| 05 | 13.9% |
| 06 | 16.2% |
| 07 | 12.3% |
| 08 | 19.2% |
| 09 | 3.3% |
| 10 | 1.6% |
| 11 | 1.3% |
| 12 | 0.2% |
| 13 | 0.0% |
| | |

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

5. Operations on the contract issued will terminate on 06/30/2028.

SALE STATISTICS

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

SALE VOLUMES

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

| VOL | UME | STATISTICAL | | ANGE IN CORDS |
|------------------|-------------|---------------|---------|---------------|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM |
| 177,200 | 2,243 | 15.10% | 1,904 | 2,582 |

VDU VOLUMES

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

| | VOLUME | | | RANGE II | N CORDS |
|--------|------------------|-------------|---------------|----------|---------|
| VDU | TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM |
| 2 | 15,384 | 195 | 61.93% | 74 | 315 |
| 3 | 50,700 | 642 | 33.34% | 428 | 856 |
| 31 | 83,132 | 1,052 | 19.69% | 845 | 1,260 |
| 91 | 11,024 | 140 | 51.66% | 67 | 212 |
| 991 | 8,393 | 106 | 22.09% | 83 | 130 |
| 992 | 8,567 | 108 | 0.00% | 108 | 108 |
| TOTAL: | 177,200 | 2,243 | | 1,606 | 2,880 |

VDU TO PAYMENT UNIT

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

| VDU | VDU ACRES | PU | PU ACRES |
|--------|-----------|----|----------|
| 2 | 5.7 | 4 | 5.7 |
| 3 | 27.6 | 1 | 0.6 |
| 3 | 27.6 | 2 | 20.5 |
| 3 | 27.6 | 3 | 6.5 |
| 31 | 95.2 | 5 | 21.4 |
| 31 | 95.2 | 6 | 25.1 |
| 31 | 95.2 | 7 | 19.1 |
| 31 | 95.2 | 8 | 29.6 |
| 91 | 6.2 | 9 | 6.2 |
| 991 | 5.1 | 11 | 4.2 |
| 991 | 5.1 | 12 | 0.8 |
| 991 | 5.1 | 13 | 0.1 |
| 992 | 5.2 | 10 | 5.2 |
| TOTAL: | 496.0 | | 145.0 |

DESCRIPTION OF TIMBER BY PU (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|---------------------------|-----------|----------|-------|-------|-----------------|
| 1 | Balsam Fir | Pulpwood | 1 | Cords | 0.6 | \$271.70 |
| | Balsam Poplar | | 1 | Cords | | |
| | Mixed Aspen | | 9 | Cords | | |
| | B. T. Aspen | | 2 | Cords | | |
| | Quaking Aspen | | 7 | Cords | | |
| | Mixed Hardwood | | 2 | Cords | | |
| | Ironwood | | 1 | Cords | | |
| | Sugar Maple | | 1 | Cords | | |
| | Mixed Spruce | | 2 | Cords | | |
| | White Spruce | | 2 | Cords | | |
| 2 | Balsam Fir | Pulpwood | 33 | Cords | 20.5 | \$8,507.30 |
| - | Balsam Poplar | 1 dipwood | 17 | Cords | 20.0 | \$0,007.00 |
| | Mixed Aspen | | 292 | Cords | | |
| | B. T. Aspen | | 58 | Cords | | |
| | Quaking Aspen | | 234 | Cords | | |
| | Mixed Hardwood | | 70 | Cords | | |
| | | | 5 | Cords | | |
| | Black Cherry | | _ | | | |
| | Ironwood | | 17 | Cords | | |
| | Sugar Maple | | 40 | Cords | | |
| | White Ash | | 8 | Cords | | |
| | Mixed Spruce | | 60 | Cords | | |
| | Black Spruce | | 5 | Cords | | |
| | White Spruce | | 55 | Cords | | |
| | Tamarack | | 3 | Cords | | |
| 3 | Balsam Fir | Pulpwood | 11 | Cords | 6.5 | \$2,701.00 |
| | Balsam Poplar | | 6 | Cords | | |
| | Mixed Aspen | | 92 | Cords | | |
| | B. T. Aspen | | 18 | Cords | | |
| | Quaking Aspen | | 74 | Cords | | |
| | Mixed Hardwood | | 22 | Cords | | |
| | Black Cherry | | 1 | Cords | | |
| | Ironwood | | 5 | Cords | | |
| | Sugar Maple | | 13 | Cords | | |
| | White Ash | | 3 | Cords | | |
| | Mixed Spruce | | 19 | Cords | | |
| | Black Spruce | | 2 | Cords | | |
| | White Spruce | | 17 | Cords | | |
| | Tamarack | | 1 | Cords | | |
| 4 | Sugar Maple | Sawtimber | 1.2 | MBF | 5.7 | \$3,650.90 |
| | Balsam Poplar | Pulpwood | 11 | Cords | | |
| | Mixed Aspen | | 114 | Cords | | |
| | Quaking Aspen | | 114 | Cords | | |
| | Mixed Hardwood | | 36 | Cords | | |
| | Sugar Maple | | 36 | Cords | | |
| | Mixed Spruce | | 31 | Cords | | |
| | White Spruce | | 31 | Cords | | |
| 5 | Basswood | Sawtimber | 3.5 | MBF | 21.4 | \$6,563.35 |
| 5 | Paper Birch | | 0.5 | MBF | 21.4 | ψ0,000.00 |
| | Red Maple | | 1.2 | MBF | | |
| | Sugar Maple | | 28.0 | MBF | | |
| | Balsam Poplar | Pulpwood | 20.0 | Cords | | |
| | Baisam Popiar Basswood | | 2 | | | |
| | | | - | Cords | | |
| | Mixed Aspen | | 2 | Cords | | |
| ĺ | Quaking Aspen | | 2 | Cords | | |
| 1 | Mixed Hardwood | | 149 | Cords | | |

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

| | | - (- // - | i | | | · · · · · · · · · · · · · · · · · · · |
|---------|----------------|------------|----------|-------|-------|---------------------------------------|
| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
| 5 con't | Ironwood | Pulpwood | 3 | Cords | | |
| | Paper Birch | | 4 | Cords | | |
| | Red Maple | | 14 | Cords | | |
| | Sugar Maple | | 125 | Cords | | |
| | White Ash | | 3 | Cords | | |
| 6 | Basswood | Sawtimber | 4.1 | MBF | 25.1 | \$7,674.6 |
| | Paper Birch | | 0.6 | MBF | | |
| | Red Maple | | 1.4 | MBF | | |
| | Sugar Maple | | 32.9 | MBF | | |
| | Balsam Poplar | Pulpwood | 2 | Cords | | |
| | Basswood | | 8 | Cords | | |
| | Mixed Aspen | | 2 | Cords | | |
| | Quaking Aspen | | 2 | Cords | | |
| | Mixed Hardwood | | 173 | Cords | | |
| | Ironwood | | 3 | Cords | | |
| | Paper Birch | | 4 | Cords | | |
| | Red Maple | | 17 | Cords | | |
| | Sugar Maple | | 146 | Cords | | |
| | White Ash | | 3 | Cords | | |
| 7 | Basswood | Sawtimber | 3.1 | MBF | 19.1 | \$5,833.0 |
| 1 | | Sawumber | | | 19.1 | a0,033.0 |
| | Paper Birch | | 0.4 | MBF | | |
| | Red Maple | | 1.1 | MBF | | |
| | Sugar Maple | | 25.0 | MBF | | |
| | Balsam Poplar | Pulpwood | 1 | Cords | | |
| | Basswood | | 6 | Cords | | |
| | Mixed Aspen | | 2 | Cords | | |
| | Quaking Aspen | | 2 | Cords | | |
| | Mixed Hardwood | | 132 | Cords | | |
| | Ironwood | | 3 | Cords | | |
| | Paper Birch | | 3 | Cords | | |
| | Red Maple | | 13 | Cords | | |
| | Sugar Maple | | 111 | Cords | | |
| | White Ash | | 2 | Cords | | |
| 8 | Basswood | Sawtimber | 4.8 | MBF | 29.6 | \$9,059.6 |
| | Paper Birch | | 0.7 | MBF | | |
| | Red Maple | | 1.6 | MBF | | |
| | Sugar Maple | | 38.8 | MBF | | |
| | Balsam Poplar | Pulpwood | 2 | Cords | | |
| | Basswood | | 11 | Cords | | |
| | Mixed Aspen | | 2 | Cords | | |
| | Quaking Aspen | | 2 | Cords | | |
| | Mixed Hardwood | | 206 | Cords | | |
| | Ironwood | | 4 | Cords | | |
| | Paper Birch | | 5 | Cords | | |
| | Red Maple | | 20 | Cords | | |
| | Sugar Maple | | 173 | Cords | | |
| | White Ash | | 4 | Cords | | |
| 9 | Mixed Spruce | Pulpwood | 4 | Cords | 6.2 | \$1,544.8 |
| - | Black Spruce | | 4 | Cords | | , ., |
| | Tamarack | | 136 | Cords | | |
| 10 | Mixed Spruce | Pulpwood | 16 | Cords | 5.2 | \$778.0 |
| .0 | Black Spruce | | 16 | Cords | 0.2 | φιιο.0 |
| | N. White Cedar | | 80 | Cords | | |
| | Tamarack | | 12 | Cords | | |
| 14 | | Dulmucad | | | 4.0 | |
| 11 | Mixed Spruce | Pulpwood | 8 | Cords | 4.2 | \$601.7 |

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

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----------|----------------|----------|----------|-------|-------|-----------------|
| 11 con't | Black Spruce | Pulpwood | 8 | Cords | | |
| | N. White Cedar | | 72 | Cords | | |
| | Tamarack | | 7 | Cords | | |
| 12 | Mixed Spruce | Pulpwood | 2 | Cords | 0.8 | \$116.90 |
| | Black Spruce | | 2 | Cords | | |
| | N. White Cedar | | 14 | Cords | | |
| | Tamarack | | 1 | Cords | | |
| 13 | N. White Cedar | Pulpwood | 2 | Cords | 0.1 | \$12.60 |
| | | TOTAL: | 148.9 | MBF | | |
| | | TOTAL: | 1,894 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: High Low Mix CRP

Sale Number: 32-004-24 Seq#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted Boundaries (9/19)

For Payment Unit(s) 1-9, the sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. 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.

For Payment Units(s) 10 and 11 (Strip Cut Units), the sale boundary and Payment Unit boundaries are marked and identified by red paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

For Payment Unit(s) 12-Donut (Gap Unit), the sale boundary and Payment Unit boundaries are marked and identified by red paint. The painted boundary line trees are Included Timber and are to be cut.

For Payment Unit(s) 12 and 13 (Gap Units), the sale boundary and Payment Unit boundaries are marked and identified by red paint. The painted boundary line trees designating gaps are not Included Timber and are to be protected unless marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut Unit(s) with Unmerchantable Trees (6/14)

Within Payment Unit(s) 1, 2, 4 and 9, cut all trees that are two (2) inches or more at DBH, except do not cut cedar or hemlock.

Within Payment Unit(s) 3, cut all trees that are two (2) inches or more at DBH, except do not cut cedar.

2.1.2 - Clearcut Unit(s) w/o Unmerchantable Trees (8/11)Within Payment Unit(s) 11, cut all trees which meet minimum piece specifications in 2.2 Utilization.

Note that: Skid trail(s) are marked with yellow paint. No equipment can cross the yellow painted boundary during sale operations, without approval from the Unit Manager or his/her representative. Trees marked with yellow paint are designated for harvest.

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

Within Payment Unit(s) 5-8 and 10, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

Note that: Within Payment Unit(s) 10, skid trail boundaries are marked with yellow paint. All trees within the skid trail boundaries are designated for harvest. No equipment may cross the yellow painted boundary during sale operations, without approval from the Unit Manager and his/her representative. Trees marked in yellow are designated for harvest.

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

Within Payment Unit(s) 12, 12-Donut, and 13 (Gap Units), cut all cedar, hemlock, yellow birch and white pine, which meet minimum piece specifications in 2.2 Utilization. In addition, cut all other trees that are one (1) inch or more at DBH, except do not cut trees marked with green paint above and below stump height.

2.1.11 - Description of Timber Note (2/04)

Note that Payment Units 10-13 are Scaled Units, to be paid for after scaling by the Sale Administrator at predetermined decking locations. Payment Units 10-13 are highly variable in terms of volume and species composition. Estimates were generated from inventory data and may not accurately reflect the composition of the cut area. Payment will be made at contract prices or average prices, if not on the contract.

2.2 - Utilization

2.2.6 - Roundwood Operation Required (3/21)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 10-13 (research units). All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length. Trees must be harvested with in-woods processor (feller bunching harvester will not be allowed) in order to retain existing understory.

3 - Payments

3.2 - Scaled Sales

3.2.1 - Scale Location (2/04)

Forest products will be placed for measurement as specified by the Unit Manager or his/her representative for Payment Units 10-13 (research units).

3.3 - Pre-measured Sales

3.3.4 - Dividing Payment Units (7/14)

Payment Unit(s) 1-9, 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. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

Within Payment Units 10-13 (research units), if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the Sale Area are damaged, liquidated damages will be assessed at \$500 per acre for all acreage within that specified portion of the Sale Area that was damaged.

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.

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are the interior of Payment Unit(s) 12, 12-Donut, 13 (Gap Units) and areas designated as special protection areas on the supplemental sale map. The Purchaser shall not run equipment or place skid trails within these areas. If the Purchaser's operations have left equipment tracks, ruts, or other ground damage, the Purchaser shall pay \$500 as fixed, agreed and liquidated damages for each canopy gap damaged.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and Earthen Piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed outside of designated harvest area, unless otherwise designated by the Sale Administrator.

4.1.4 - Timber Removed for Construction (3/23)

Trees cut or damaged in the process of pre-approved road, landing, or skid trail construction will be decked in an area

separate from other Designated Timber and not removed until measured by the Sale Administrator. Payment will be made at contract prices or average prices, if not on the contract.

4.1.6 - Road Construction (4/24)

Construction of new roads, and skid trails or improvements of existing roads and skid trails 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. In addition, within and accessing Payment Unit(s) 10-13, all skid trails and road locations must be approved by the Unit Manager or his/her representative. See Timber Sale Maps for proposed skid trail and road locations.

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. Contact the Sale Administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling Restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions.

4.2.2 - Fill Material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the Sale Administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

4.2.3 - Road maintenance (8/13)

The following road maintenance may be needed: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the Unit Manager or his/her representative may require that the road 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.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. Please contact the Unit Manager for contact information of associated private land-owner(s).

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

In addition, a pre-sale conference on site between the Purchaser and Sale Administrator is required prior to beginning Payment Unit(s) 10-13 (research units) to determine landing and skid trail locations, go over operating restrictions, and slash specs. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

5.2.1.2.6 - Slash Removal, General (7/05) All slash must be removed from Payment Unit(s) 11-13. Slash can be utilized in skid trails to assist in flotation or slash can be evenly scattered outside of the Payment Unit(s).

5.2.1.11 - Slash for Reforestation (3/21)

To facilitate reforestation, within Payment Unit(s) 10, slash can be used in the skid trails to support equipment flotation. If not used in skid trails, slash shall be evenly distributed throughout the Payment Unit. Bunched tops within the cutting area shall be broken up and scattered. Processing sites shall not be left with a compacted layer of slash.

Within Payment Unit(s) 13, do not process six (6) cedar trees above six (6) inches in diameter these intact tops with branches must be arranged in a jack strawed/campfire orientation within the center of the gap to impede access by deer and protect existing cedar regeneration.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den Trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating Restrictions (9/11)

Within Payment Unit(s) 1-13, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to April 1. This restriction is due to low ground conditions within the harvest area (Payment Units 2, 7, and 9-13), the need for frozen ground to prevent site damage, and deer wintering complex area.

5.2.3.3 - Bark Slippage Restriction (3/09)

Within Payment Unit(s) 5-8, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

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

5.2.31 - Landing Locations (9/13)

For Payment Units 10-13 (research units), landing areas will be specified by the Unit Manager or his/her representative. Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

5.2.32 - Decking/Landing Restoration (9/13)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting Restriction, General (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 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 Ross Grade 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.

7 - Other Conditions

7.2 - Extensions

7.2.7 - Research Extension (4/25)

Payment Units 10-13 are lowland harvests for research. These Payment Units must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the Purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract to be extended must be extended by the original expiration date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The research extension must be used before this contract is closed out. This specification does not alleviate the Purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.



