

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7091

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on August 8, 2022. LOCATION: ESCANABA MGMT UNIT, 6833 HWY'S 2, 41 & M-35, GLADSTONE, MI 49837.

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

Brushy Hardwood (33-025-22) / T35N, R25W, SEC. 16, NW,NE,NESW,NWSE.

T35N, R25W, SEC. 9, SWSW.

Menominee County, Advertised Price \$79,556.00, 189.4 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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.

Ashy EAB (33-026-22) / T35N, R25W, SEC. 16, S1/2NE, NESW, S1/2SW, SE.

T35N, R25W, SEC. 21, NENW.

Menominee County, Advertised Price \$16,542.95, 102.3 Acres, Hardwood, Aspen.

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

BID INSTRUCTIONS (VER. 07/02/2018):

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

Bids must be received by the Unit Manager, ESCANABA OFFICE, 6833 Hwy's 2, 41 & M-35, Gladstone, MI 49837, no later than 3:00 p.m. (local time) on August 8, 2022. For further information concerning this sale, contact Eric Thompson at 906-789-8231.

2. Bidder's Qualifications (5/16)

Purchaser shall obtain workers 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. 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 contract. 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. Timber Sale Contract (7/18)

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).

10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

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.

11. Certification and Chain-of-Custody (10/14)

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.

12. Good Neighbor Authority (GNA) Requirements (7/16)

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).

13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

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.

DAN EICHINGER
Director

TIMBER SALE INFORMATION

Brushy Hardwood (33-025-22)
T35N, R25W, SEC. 16; T35N, R25W, SEC. 9.
Menominee County (Advertised Price \$79,556.00)

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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>ADVE</u>	RTISED PRICE
Sawtimber				
Paper Birch	19.4	MBF	\$	65.00 / MBF
Red Maple	303.8	MBF	\$	109.00 / MBF
Yellow Birch	5.1	MBF	\$	35.00 / MBF
Pulpwood				
Balsam Fir	408	Cords	\$	11.75 / Cord
Mixed Aspen	216	Cords	\$	17.10 / Cord
Mixed Hardwood	2,187	Cords	\$	15.25 / Cord
Mixed Spruce	173	Cords	\$	11.65 / Cord
White Pine	45	Cords	\$	25.50 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 4.65 percent. There are an estimated 3,659 cords on this timber sale, plus or minus 170 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 \$3,978.00 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	7.4%
02	14.3%
03	11.4%
04	15.5%
05	16.8%
06	4.4%
07	4.1%
08	7.6%
09	7.5%
10	11.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2025.

SALE STATISTICS

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

SALE VOLUMES

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

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
289,090	3,659	4.65%	3,489	3,830

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
54	144,092	1,824	7.14%	1,694	1,954
56	38,911	493	11.05%	438	547
59	106,088	1,343	7.12%	1,247	1,438
TOTAL:	289,090	3,659		3,379	3,940

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
54	75.3	1	8.5
		2	16.4
		3	13.1
		4	17.8
		5	19.5
56	28.2	6	14.4
		7	13.8
59	85.9	8	25.0
		9	24.6
		10	36.3
TOTAL:	189.4		189.4

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Paper Birch	Sawtimber	1.8	MBF	8.5	\$5,882.00
	Red Maple		31.9	MBF		
	Yellow Birch		0.6	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Aspen		1	Cords		
	Balsam Poplar		1	Cords		
	Mixed Hardwood		137	Cords		
	Black Ash		3	Cords		
	Green Ash		18	Cords		
	Paper Birch		15	Cords		
	Red Maple		99	Cords		
	Yellow Birch		2	Cords		
	Mixed Spruce		2	Cords		
	Black Spruce		1	Cords		
	White Spruce		1	Cords		
	White Pine		4	Cords		
2	Paper Birch	Sawtimber	3.5	MBF	16.4	\$11,344.40
_	Red Maple		61.5	MBF		ψ·.,σ·σ
	Yellow Birch		1.1	MBF		
	Balsam Fir	Pulpwood	5	Cords		
	Mixed Aspen	i dipwood	1	Cords		
	Balsam Poplar		1	Cords		
	Mixed Hardwood		, 267	Cords		
	Black Ash		7	Cords		
	Green Ash		, 36	Cords		
	Paper Birch		29	Cords		
	Red Maple		191	Cords		
	Yellow Birch		4	Cords		
	Mixed Spruce		2	Cords		
	Black Spruce		1	Cords		
	White Spruce		1	Cords		
	White Pine		8	Cords		
2		Carretinals an		MBF	40.4	\$9.049.05
3	Paper Birch	Sawtimber	2.8	1	13.1	\$9,049.05
	Red Maple		49.1	MBF		
	Yellow Birch	Deducered	0.9	MBF		
	Balsam Fir	Pulpwood	4	Cords		
	Mixed Aspen		1	Cords		
	Balsam Poplar		1	Cords		
	Mixed Hardwood		211	Cords		
	Black Ash		5	Cords		
	Green Ash		28	Cords		
	Paper Birch		23	Cords		
	Red Maple		152	Cords		
	Yellow Birch		3	Cords		
	Mixed Spruce		2	Cords		
	Black Spruce		1	Cords		
	White Spruce		1	Cords		
	White Pine		7	Cords		
4	Paper Birch	Sawtimber	3.8	MBF	17.8	\$12,302.60
	Red Maple		66.8	MBF		
	Yellow Birch		1.2	MBF		
	Balsam Fir	Pulpwood	6	Cords		
	Mixed Aspen		1	Cords		
	Balsam Poplar		1	Cords		
	Mixed Hardwood		288	Cords		
	Wilked Haldwood		_00	00.00		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
con't	Green Ash	Pulpwood	39	Cords		
	Paper Birch		31	Cords		
	Red Maple		207	Cords		
	Yellow Birch		4	Cords		
	Mixed Spruce		2	Cords		
	Black Spruce		1	Cords		
	White Spruce		1	Cords		
	White Pine		9	Cords		
5	Paper Birch	Sawtimber	4.3	MBF	19.5	\$13,493.05
	Red Maple		73.1	MBF		
	Yellow Birch		1.3	MBF		
	Balsam Fir	Pulpwood	6	Cords		
	Mixed Aspen		1	Cords		
	Balsam Poplar		1	Cords		
	Mixed Hardwood		317	Cords		
	Beech		2	Cords		
	Black Ash		8	Cords		
	Green Ash		42	Cords		
			34	Cords		
	Paper Birch					
	Red Maple		226	Cords		
	Yellow Birch		5	Cords		
	Mixed Spruce		2	Cords		
	Black Spruce		1	Cords		
	White Spruce		1	Cords		
	White Pine		10	Cords		
6	Paper Birch	Sawtimber	1.6	MBF	14.4	\$3,481.70
	Red Maple		2.6	MBF		
	Balsam Fir	Pulpwood	112	Cords		
	Mixed Aspen		7	Cords		
	Balsam Poplar		2	Cords		
	Quaking Aspen		5	Cords		
	Mixed Hardwood		57	Cords		
	Black Ash		9	Cords		
	Green Ash		21	Cords		
	Paper Birch		1	Cords		
	Red Maple		26	Cords		
	Mixed Spruce		59	Cords		
	White Spruce		59	Cords		
	White Pine		4	Cords		
7	Paper Birch	Sawtimber	1.6	MBF	13.8	\$3,277.00
'	Red Maple	Sawtillibel	2.5	MBF	13.0	ψ3,211.00
	Balsam Fir	Dulpwood	106			
		Pulpwood		Cords		
	Mixed Aspen		6	Cords		
	Balsam Poplar		1	Cords		
	Quaking Aspen		5	Cords		
	Mixed Hardwood		54	Cords		
	Black Ash		9	Cords		
	Green Ash		20	Cords		
	Paper Birch		1	Cords		
	Red Maple		24	Cords		
	Mixed Spruce		56	Cords		
	White Spruce		56	Cords		
	White Pine		3	Cords		
8	Red Maple	Sawtimber	4.7	MBF	25.0	\$6,011.35
O					I	1
0	Balsam Fir	Pulpwood	48	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
8 con't	Balsam Poplar	Pulpwood	44	Cords		
	Quaking Aspen		13	Cords		
	Mixed Hardwood		249	Cords		
	Black Ash		56	Cords		
	Green Ash		163	Cords		
	Red Maple		30	Cords		
	Mixed Spruce		14	Cords		
	White Spruce		14	Cords		
9	Red Maple	Sawtimber	4.7	MBF	24.6	\$5,950.35
	Balsam Fir	Pulpwood	48	Cords		
	Mixed Aspen		57	Cords		
	Balsam Poplar		44	Cords		
	Quaking Aspen		13	Cords		
	Mixed Hardwood		245	Cords		
	Black Ash		55	Cords		
	Green Ash		160	Cords		
	Red Maple		30	Cords		
	Mixed Spruce		14	Cords		
	White Spruce		14	Cords		
10	Red Maple	Sawtimber	6.9	MBF	36.3	\$8,764.50
	Balsam Fir	Pulpwood	70	Cords		
	Mixed Aspen		84	Cords		
	Balsam Poplar		64	Cords		
	Quaking Aspen		20	Cords		
	Mixed Hardwood		362	Cords		
	Black Ash		81	Cords		
	Green Ash		237	Cords		
	Red Maple		44	Cords		
	Mixed Spruce		20	Cords		
	White Spruce		20	Cords		
		TOTAL:	328.3	MBF		
		TOTAL:	3,029	Cords		

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Sale Specific Conditions & Requirements

Sale Name: Brushy Hardwood Sale Number: 33-025-22 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted red boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid for.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-10, cut all trees that are three (3) inches or more at DBH, except cedar and hemlock. In addition:

- Within Payment Units 1-7, do not cut trees marked with green paint.
- Within Payment Units 1-5, do not cut white pine less than five (5) inches at DBH.
- Within Payment Units 8-10, do not cut spruce less than seven (7) inches at DBH.

2.1.9 - Harvest exception (12/08)

Do not cut any cedar or hemlock trees in the Sale Area, other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing cedar and hemlock and to leave an intact stand upon sale completion. All cut cedar shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative. Stumpage price for cedar shall be \$45.00 per cord. Stumpage price for hemlock shall be \$40.00 per cord.

2.2 - Utilization

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible, within Payment Units 1-5. This is to protect the advanced white pine regeneration within these Payment Units.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) \$18,000 in value or greater 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.

3.6 - Payment Unit Cutting Schedule

3.6.1 - Order of cutting (1/09)

Two Payment Units from Payment Units 8-10 must be harvested, prior to five Payment Units from Payment Units 1-7 being harvested, unless the sale is paid in full. Unless a modification is approved by the Unit Manager or his/her representative.

4 - Transportation

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 spring break up or during other 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. To haul wood from the access road running through Payment Units 1-5, gravel will need to be hauled. There are several holes that hold water on this sand road. These holes will need to be drained and filled. Gravel is available from a state pit about seven miles away, on the north end of the Westman Dam Road.

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

5.2 - Conduct of Operations

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 8-10, cutting and skidding are limited to the period of December 1 to March 31, unless there is an extended dry or frozen, period and the sale administrator allows harvesting during that period of time. This restriction is because of low wet ground throughout each of these Payment Units.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1-7, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of some low wet ground within each Payment Unit. The majority of each Payment Unit is dry, but there are lower areas or drains within each one.

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 Camp "O" 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.

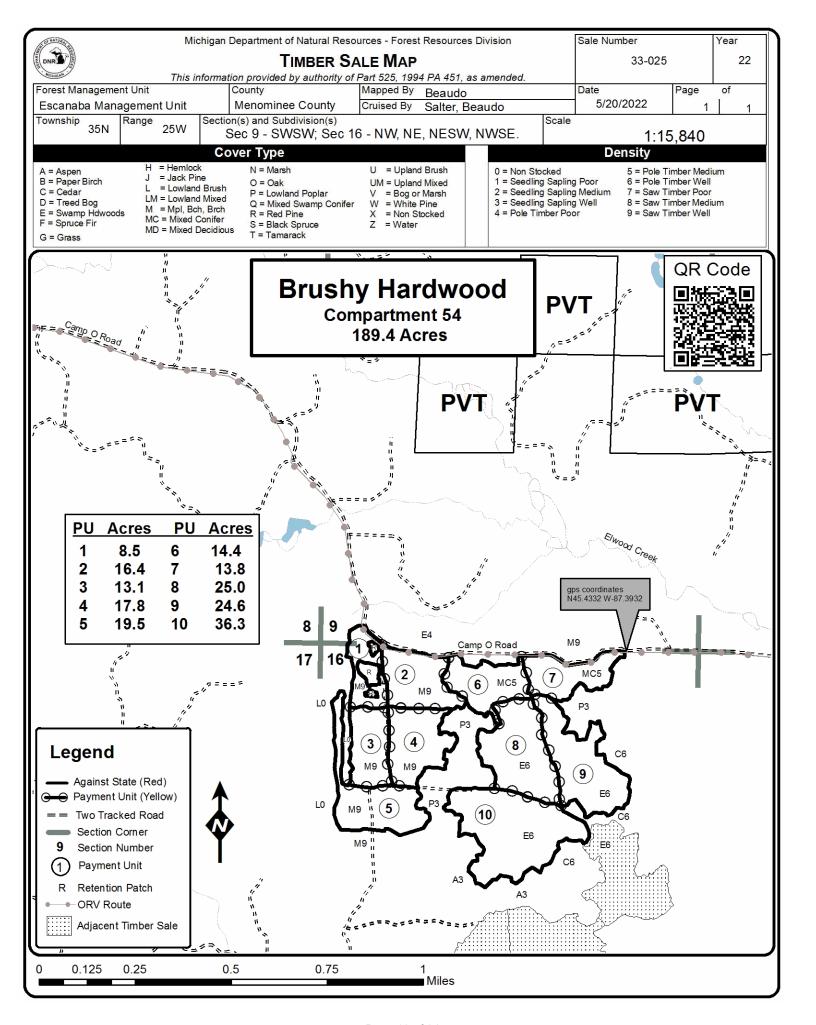
7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from the spruce budworm and the emerald ash borer. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting. The pests have caused very little mortality at the time of sale prep.

Section Name: Sale Specific Current as of 6/28/2022 8:20:15AM



TIMBER SALE INFORMATION

Ashy EAB (33-026-22)

T35N, R25W, SEC. 16; T35N, R25W, SEC. 21. Menominee County (Advertised Price \$16,542.95)

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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*		ADVE	RTISED PRICE
Sawtimber				
Paper Birch	1.9	MBF	\$	51.00 / MBF
Red Maple	22.1	MBF	\$	85.00 / MBF
Pulpwood				
Balsam Fir	18	Cords	\$	9.20 / Cord
Mixed Aspen	54	Cords	\$	13.45 / Cord
Mixed Hardwood	1,116	Cords	\$	12.00 / Cord
Mixed Spruce	31	Cords	\$	9.15 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 6.56 percent. There are an estimated 1,297 cords on this timber sale, plus or minus 85 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 \$827.00 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	22.9%
02	35.3%
03	25.8%
04	16.0%

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

SALE STATISTICS

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

SALE VOLUMES

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

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR	MINIMUM	MAXIMUM
102,483	1,297	6.56%	1,212	1,382

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
62	102,483	1,297	6.56%	1,212	1,382
TOTAL:	102,483	1,297		1,212	1,382

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
62	102.3	1	23.4
		2	36.2
		3	26.4
		4	16.3
TOTAL:	102.3		102.3

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Paper Birch	Sawtimber	0.4	MBF	23.4	\$3,788.15
	Red Maple		5.1	MBF		
	Balsam Fir	Pulpwood	4	Cords		
	Mixed Aspen		12	Cords		
	Balsam Poplar		11	Cords		
	Quaking Aspen		1	Cords		
	Mixed Hardwood		256	Cords		
	Black Ash		73	Cords		
	Green Ash		150	Cords		
	Paper Birch		3	Cords		
	Red Maple		30	Cords		
	Mixed Spruce		7	Cords		
	Black Spruce		1	Cords		
	White Spruce		6	Cords		
2	Paper Birch	Sawtimber	0.7	MBF	36.2	\$5,838.10
	Red Maple		7.8	MBF		
	Balsam Fir	Pulpwood	6	Cords		
	Mixed Aspen		19	Cords		
	Balsam Poplar		18	Cords		
	Quaking Aspen		1	Cords		
	Mixed Hardwood		394	Cords		
	Black Ash		111	Cords		
	Green Ash		232	Cords		
	Paper Birch		3	Cords		
	Red Maple		48	Cords		
	Mixed Spruce		11	Cords		
	Black Spruce		1	Cords		
	White Spruce		10	Cords		
3	Paper Birch	Sawtimber	0.5	MBF	26.4	\$4,273.50
	Red Maple		5.7	MBF		, ,
	Balsam Fir	Pulpwood	5	Cords		
	Mixed Aspen	'	14	Cords		
	Balsam Poplar		13	Cords		
	Quaking Aspen		1	Cords		
	Mixed Hardwood		288	Cords		
	Black Ash		82	Cords		
	Green Ash		169	Cords		
	Paper Birch		3	Cords		
	Red Maple		34	Cords		
	Mixed Spruce		8	Cords		
	Black Spruce		1	Cords		
	White Spruce		7	Cords		
4	Paper Birch	Sawtimber	0.3	MBF	16.3	\$2,643.20
•	Red Maple		3.5	MBF		ΨΞ,σ:σ:Ξσ
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Aspen		9	Cords		
	Balsam Poplar		8	Cords		
	Quaking Aspen		1	Cords		
	Mixed Hardwood		178	Cords		
	Black Ash		51	Cords		
	Green Ash		104	Cords		
	Paper Birch		2	Cords		
	Red Maple		21	Cords		
	Mixed Spruce		5	Cords		
	Black Spruce		1	Cords		
	White Spruce		4	Cords		
		ı	. 4	l Colus	I	i

TOTAL:	24.0 MBF
TOTAL:	1,219 Cords

Sale Specific Conditions & Requirements

Sale Name: Ashy EAB Sale Number: 33-026-22 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow 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. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid for.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-4, cut all trees that are three (3) inches or more at DBH, except do not cut cedar.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) \$18,000 in value or greater 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

4.2 - 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 spring break up or during other wet weather conditions.

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

5.2 - Conduct of Operations

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 3, and 4, cutting and skidding are limited to the period of December 1 to March 31, unless there is an extended dry or frozen period, and the sale administrator allows harvesting during that time. This restriction is because of low wet ground within each of the Payment Units.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 2, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of pockets of low wet ground within the Payment Unit. About 60% of this Payment Unit is upland, with the rest of it lowland.

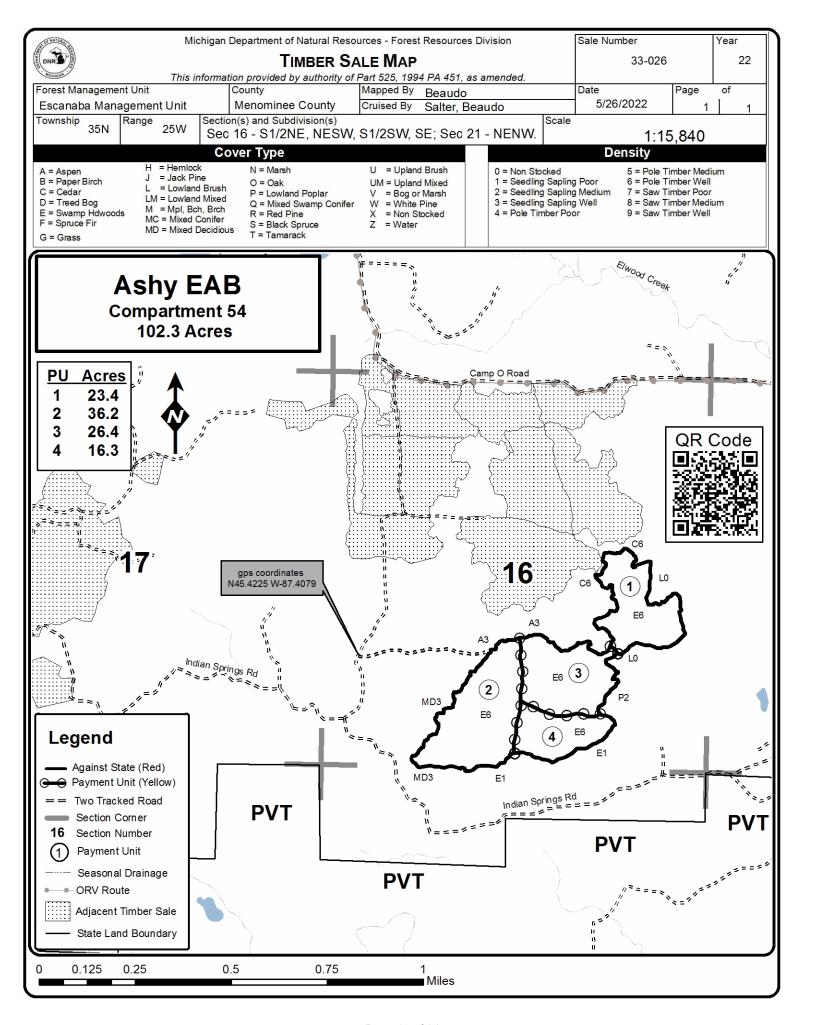
7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from emerald ash borer. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting. No ash mortality was seen, but the borer is present.

Section Name: Sale Specific Current as of 6/27/2022 10:16:55AM



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BID FORM

ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

Brushy Hardwood (33-025-22)

T35N, R25W, SEC. 16; T35N, R25W, SEC. 9; Menominee COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on August 8, 2022, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>A</u> E	OVERTISED PRICE	BID PRICE/UNIT
Sawtimber				
Paper Birch	19.4 MBF	\$	65.00/MBF	\$
Red Maple	303.8 MBF	\$	109.00/MBF	\$
Yellow Birch	5.1 MBF	\$	35.00/MBF	\$
Pulpwood				
Balsam Fir	408 Cords	\$	11.75/Cord	\$
Mixed Aspen	216 Cords	\$	17.10/Cord	\$
Mixed Hardwood	2,187 Cords	\$	15.25/Cord	\$
Mixed Spruce	173 Cords	\$	11.65/Cord	\$
White Pine	45 Cords	\$	25.50/Cord	\$

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:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual	al or company representative's signature: Date:					
Phone nu	hone 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

^{*}The volumes are statistically estimated within plus (+) or minus (-) 4.65 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.



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

Please Check Appropriate Categories:

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

1.	My business is organized as (you must A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	check <u>one</u> of the	boxes below):	
2.	2. You must check <u>one</u> of the boxes below:				
	A. I certify my business is a sole propriete Worker's Compensation Laws.	orship and it has no	employees bu	It the sole proprietor.	I am not subject to the
	B. I certify my business has satisfied its of Exclusion (BWC-337, Rev. 5/96). I will questions or a copy of the BWC-337,	Il provide a copy of	the Notice of E	Exclusion within 21 day	ys of the contract award. (For
	C. I certify my business has a Worker's Cone (21) days of the contract award.	Compensation Polic	y. I will provide	e an original Certificate	e of Insurance within twenty-
3.	. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").				and part-time employees, other
	Full-time En	nployees			_Part-time Employees
Nam	ne of Business		Federal ID (or) Social Security No.	
Addı	ress		Telephone ()		
City		State	ZIP		
in fa _	ereby certify that the above information is actors affecting my coverage during any co				NR of any changes that occur
T	itle		D	ate	

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

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

BID FORM

ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

Ashy EAB (33-026-22)

T35N, R25W, SEC. 16; T35N, R25W, SEC. 21; Menominee COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on August 8, 2022, 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.

<u>ESTIMATED</u>	VOLUME*	AD\	<u>VERTISED PRICE</u>	BID PRICE/UNIT
1.9	MBF	\$	51.00/MBF	\$
22.1	MBF	\$	85.00/MBF	\$
18	Cords	\$	9.20/Cord	\$
54	Cords	\$	13.45/Cord	\$
1,116	Cords	\$	12.00/Cord	\$
31	Cords	\$	9.15/Cord	\$
	1.9 22.1 18 54 1,116	22.1 MBF 18 Cords 54 Cords 1,116 Cords	1.9 MBF \$ 22.1 MBF \$ 18 Cords \$ 54 Cords \$ 1,116 Cords \$	1.9 MBF \$ 51.00/MBF 22.1 MBF \$ 85.00/MBF 18 Cords \$ 9.20/Cord 54 Cords \$ 13.45/Cord 1,116 Cords \$ 12.00/Cord

*The volumes are statistically estimated within plus (+) or minus (-) 6.56 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	1 YOUR PROSPECTUS IN TH	HE ABOVE BOX.		
Individua	ual or company representative's signature: Date:					
Phone nu	none number · Fmail (ontional):					

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



Title

Michigan Department of Natural Resources Forest Resources Division

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

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed except for written signatures.						
Ple	ease Check Appropriate Categories:						
1.	My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation						
2.	 You must check one of the boxes below: A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of 						
	questions or a copy of the BWC-337,	please call the Work	f the Notice of Exclusion within 21 days of the contract award. (For orker's Compensation Bureau at 517-322-1195). cy. I will provide an original Certificate of Insurance within twenty-				
3.	If you have checked item 2(A) or 2(B), than yourself, including family members		ate the number of both full-time and part-time employees, other tiers (if none, you must enter "0").				
	Full-time En	nployees	Part-time Employees				
Nam	ne of Business		Federal ID (or) Social Security No.				
Addı	ress		Telephone ()				
City		State	ZIP				
	ereby certify that the above information is actors affecting my coverage during any c		I agree to notify the Michigan DNR of any changes that occur d future operations.				
S	signature of Owner or Authorized Representative						

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

Date