

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7180

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on March 21, 2023. LOCATION: NAUBINWAY DNR FIELD OFFICE, PO BOX 287, US 2 W11569, NAUBINWAY, MI 49762.

<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, SAULT STE MARIE MANAGEMENT UNIT, for certain timber on the following described lands:

Crossroads RP (45-107-22) / T43N, R07W, SEC. 21, SESW.

T43N, R07W, SEC. 28, N1/2NW, NWNE.

T43N, R07W, SEC. 29, N1/2NE, SENE.

Mackinac County, Advertised Price \$201,935.65, 64.3 Acres, Red Pine, Hardwood.

SALE NOTE: 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.

Pine In The Aspen (45-112-22) / T43N, R07W, SEC. 28, SW,SWSE.

T43N, R07W, SEC. 29, NESE, S1/2SE.

T43N, R07W, SEC. 32, N1/2NE.

T43N, R07W, SEC. 33, N1/2NW.

Mackinac County, Advertised Price \$310,769.55, 163.4 Acres, Red Pine, Aspen.

SALE NOTE: 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, NAUBINWAY DNR FIELD OFFICE, PO Box 287 US 2 W11569, Naubinway, MI 49762, no later than 3:00 p.m. (local time) on March 21, 2023. For further information concerning this sale, contact Karen Rodock at 906-477-6048 extension 2040.

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.

SHANNON LOTT, Acting Director

TIMBER SALE INFORMATION

Crossroads RP (45-107-22)

T43N, R07W, SEC. 21; T43N, R07W, SEC. 28; T43N, R07W, SEC. 29.

Mackinac County (Advertised Price \$201,935.65)

SALE NOTE: 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	<u>ESTIMATE</u>	D UNITS*	ADV	ERTISED PRICE
Pulpwood				
Balsam Fir	16	Cords	\$	11.40 / Cord
Mixed Aspen	83	Cords	\$	25.75 / Cord
Mixed Hardwood	147	Cords	\$	10.40 / Cord
Red Pine	2,526	Cords	\$	77.75 / Cord
White Pine	88	Cords	\$	16.50 / Cord
White Spruce	22	Cords	\$	10.85 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.83 percent. There are an estimated 3,048 cords on this timber sale, plus or minus 300 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 \$20,194.00 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:

, ,	•	0 0
PAYMENT UNIT NUMBER		PERCENT OF TOTAL SALE VALUE
01		43.3%
02		38.1%
03		18.6%

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

SALE STATISTICS

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

SALE VOLUMES

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

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
240,772	3,048	9.83%	2,748	3,348

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
40	240,772	3,048	9.84%	2,748	3,348
TOTAL:	240,772	3,048		2,748	3,348

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
40	64.3	1	27.8
		2	24.5
		3	12.0
TOTAL:	64.3		64.3

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	7	Cords	27.8	\$87,326.25
	Mixed Aspen		37	Cords		
	B. T. Aspen		25	Cords		
	Quaking Aspen	I	12	Cords		
	Mixed Hardwood		63	Cords		
	Beech		4	Cords		
	Black Cherry		1	Cords		
	Paper Birch		3	Cords		
	Red Maple		30	Cords		
	Sugar Maple		25	Cords		
	Red Pine		1,092	Cords		
	Red Pine	Sawtimber	481.0	MBF		
	Red Pine	Pulpwood	130	Cords		
	White Pine	Fuipwood	38	Cords		
	White Spruce	5	10	Cords	0.4.5	* 70.000.50
2	Balsam Fir	Pulpwood	6	Cords	24.5	\$76,980.50
	Mixed Aspen		31	Cords		
	B. T. Aspen		21	Cords		
	Quaking Aspen		10	Cords		
	Mixed Hardwood		57	Cords		
	Beech		4	Cords		
	Black Cherry		2	Cords		
	Paper Birch		3	Cords		
	Red Maple		27	Cords		
	Sugar Maple		21	Cords		
	Red Pine		963	Cords		
	Red Pine	Sawtimber	424.0	MBF		
	Red Pine	Pulpwood	115	Cords		
	White Pine		34	Cords		
	White Spruce		8	Cords		
3	Balsam Fir	Pulpwood	3	Cords	12.0	\$37,628.90
	Mixed Aspen		15	Cords		¥01,0=0101
	B. T. Aspen		10	Cords		
	Quaking Aspen		5	Cords		
	Mixed Hardwood		27	Cords		
	Beech		2	Cords		
	Black Cherry		1	Cords		
	-			Cords		
	Paper Birch		1			
	Red Maple		13	Cords		
	Sugar Maple		10	Cords		
	Red Pine		471	Cords		
	Red Pine	Sawtimber	207.7	MBF		
	Red Pine	Pulpwood	56	Cords		
	White Pine		16	Cords		
	White Spruce		4	Cords		

Sale Specific Conditions & Requirements

Sale Name: Crossroads RP Sale Number: 45-107-22 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 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) 1-3, cut all trees that are one (1) inch or more at DBH.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1-3 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 (1/09)

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. These roads must be rendered impassable to cars and trucks. 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

4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages may be assessed if grading/repair does not occur.

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

5.2.1 - Slash

5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, the Sale Area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary. Slash cannot be piled or placed near residual trees.

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 50 feet of Paquin Creek Rdwithout permission from Mackinac County Road Commission.

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 Paquin Creek Road and Sand Lake Road are ORV trails. Do not cut trees or damage posts with yellow ORV markers. All stumps within 20 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 ORV trail or route as the centerline.

5.2.41 - Snowmobile trail protection (9/11)

The Paquin Creek Road and Sand Lake Road are snowmobile trails. 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 1st. 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. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Paquin Creek Road and Sand 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.

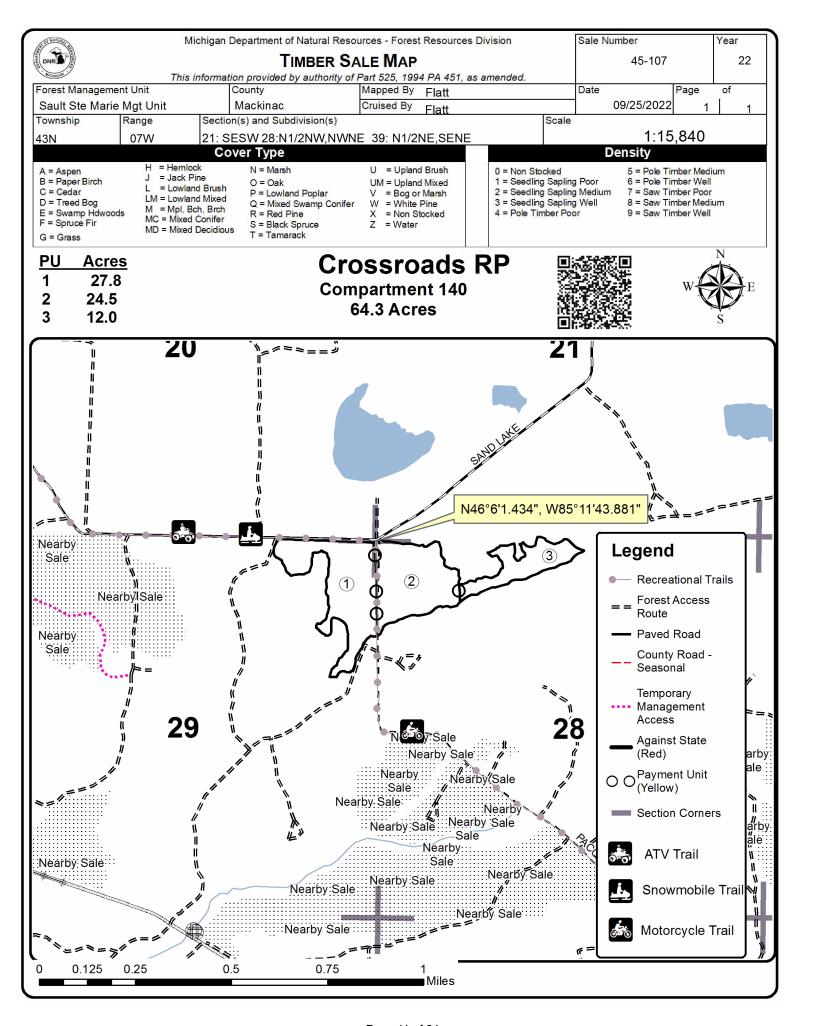
6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Sand Lake Rd and Paquin Creek Rd 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 Sand Lake Rd and Paquin Creek Rd 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.

Section Name: Sale Specific Current as of 9/28/2022 11:29:15AM



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TIMBER SALE INFORMATION

Pine In The Aspen (45-112-22)

T43N, R07W, SEC. 28; T43N, R07W, SEC. 29; T43N, R07W, SEC. 32; T43N, R07W, SEC. 33. Mackinac County (Advertised Price \$310,769.55)

SALE NOTE: 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	ED UNITS*	AD\	/ERTISED PRICE
Sawtimber				
Red Maple	11.3	MBF	\$	125.00 / MBF
Pulpwood				
Balsam Fir	10	Cords	\$	11.40 / Cord
Mixed Aspen	750	Cords	\$	25.75 / Cord
Mixed Hardwood	212	Cords	\$	10.40 / Cord
Red Pine	3,600	Cords	\$	77.75 / Cord
White Pine	471	Cords	\$	16.50 / Cord
White Spruce	5	Cords	\$	10.85 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 7.10 percent. There are an estimated 5,192 cords on this timber sale, plus or minus 369 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 \$31,077.00 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	14.0%
02	16.4%
03	14.4%
04	15.5%
05	15.8%
06	23.9%

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

SALE STATISTICS

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

SALE VOLUMES

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

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
410,137	5,192	7.10%	4,823	5,560

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
45	410,137	5,192	7.10%	4,823	5,560
TOTAL:	410,137	5,192		4,823	5,560

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
45	163.4	1	22.8
		2	26.8
		3	23.6
		4	25.3
		5	25.8
		6	39.1
TOTAL:	163.4		163.4

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	1.6	MBF	22.8	\$43,399.10
	Balsam Fir	Pulpwood	1	Cords		
	Mixed Aspen		104	Cords		
	B. T. Aspen		101	Cords		
	Quaking Aspen		3	Cords		
	Mixed Hardwood		29	Cords		
	Beech		3	Cords		
	Red Maple		25	Cords		
	Yellow Birch		1	Cords		
	Red Pine		503	Cords		
	Red Pine	Sawtimber	212.9	MBF		
	Red Pine	Pulpwood	77	Cords		
	White Pine		66	Cords		
	White Spruce		1	Cords		
2	Red Maple	Sawtimber	1.9	MBF	26.8	\$50,935.00
	Balsam Fir	Pulpwood	2	Cords		
	Mixed Aspen		123	Cords		
	B. T. Aspen		119	Cords		
	Quaking Aspen		4	Cords		
	Mixed Hardwood		34	Cords		
	Beech		4	Cords		
	Red Maple		29	Cords		
	Yellow Birch		1	Cords		
	Red Pine		590	Cords		
	Red Pine	Sawtimber	250.2	MBF		
	Red Pine	Pulpwood	90	Cords		
	White Pine		77	Cords		
	White Spruce		1	Cords		
3	Red Maple	Sawtimber	1.6	MBF	23.6	\$44,856.85
	Balsam Fir	Pulpwood	1	Cords		
	Mixed Aspen		108	Cords		
	B. T. Aspen		105	Cords		
	Quaking Aspen		3	Cords		
	Mixed Hardwood		29	Cords		
	Beech		3	Cords		
	Red Maple		25	Cords		
	Yellow Birch		1	Cords		
	Red Pine		520	Cords		
	Red Pine	Sawtimber	220.3	MBF		
	Red Pine	Pulpwood	79	Cords		
	White Pine		68	Cords		
	White Spruce		1	Cords		
4	Red Maple	Sawtimber	1.8	MBF	25.3	\$48,089.70
	Balsam Fir	Pulpwood	2	Cords		
	Mixed Aspen		116	Cords		
	B. T. Aspen		112	Cords		
	Quaking Aspen		4	Cords		
	Mixed Hardwood		32	Cords		
	Beech		4	Cords		
	Red Maple		27	Cords		
	Yellow Birch		1	Cords		
	Red Pine		557	Cords		
	1 tou i iiio				Ī	
	Red Pine	Sawtimber	236.2	MBF		
		Sawtimber Pulpwood	236.2 85	MBF Cords		
	Red Pine					

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5	Red Maple	Sawtimber	1.8	MBF	25.8	\$49,126.85
	Balsam Fir	Pulpwood	2	Cords		
	Mixed Aspen		119	Cords		
	B. T. Aspen		115	Cords		
	Quaking Aspen		4	Cords		
	Mixed Hardwood		33	Cords		
	Beech		4	Cords		
	Red Maple		28	Cords		
	Yellow Birch		1	Cords		
	Red Pine		569	Cords		
	Red Pine	Sawtimber	240.9	MBF		
	Red Pine	Pulpwood	87	Cords		
	White Pine		74	Cords		
	White Spruce		1	Cords		
6	Red Maple	Sawtimber	2.6	MBF	39.1	\$74,362.05
	Balsam Fir	Pulpwood	2	Cords		
	Mixed Aspen		180	Cords		
	B. T. Aspen		174	Cords		
	Quaking Aspen		6	Cords		
	Mixed Hardwood		55	Cords		
	Beech		6	Cords		
	Red Maple		42	Cords		
	Sugar Maple		3	Cords		
	Yellow Birch		4	Cords		
	Red Pine		861	Cords		
	Red Pine	Sawtimber	365.1	MBF		
	Red Pine	Pulpwood	131	Cords		
	White Pine		113	Cords		
		TOTAL:	11.3	MBF		
		TOTAL:	5,048	Cords		

Sale Specific Conditions & Requirements

Sale Name: Pine In The Aspen Sale Number: 45-112-22 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 green paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. The painted boundary line trees are not Included Timber and are to be protected. Green painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-6, cut all trees that are one (1) inch or more at DBH

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1-6 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 (1/09)

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. These roads must be rendered impassable to cars and trucks. 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.

4.1.11 - Permits (2/12)

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

4.2 - Maintenance

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 road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages may be assessed if grading/repair does not occur.

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

5.2.1 - Slash

5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, the Sale Area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary. Slash cannot be piled or placed near residual trees.

5.2.16 - Equipment recommended (11/18)

A fellar-buncher or hotsaw is recommended, but not required, for harvest. This is because of heavy aspen and maple advanced regeneration in many areas of sale.

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 50 feet of Paquin Creek Rd without permission from Mackinac County Road Commission.

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)

Paquin Creek Rd is an ORV trail or route and is shown on the Timber Sale Map. Do not damage posts with yellow ORV 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 ORV trail or route as the centerline.

5.2.41 - Snowmobile trail protection (9/11)

Paquin Creek Rd is a snowmobile trail and 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 1st. 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.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

6 - Safety and Fire Prevention

6.2 - Signing

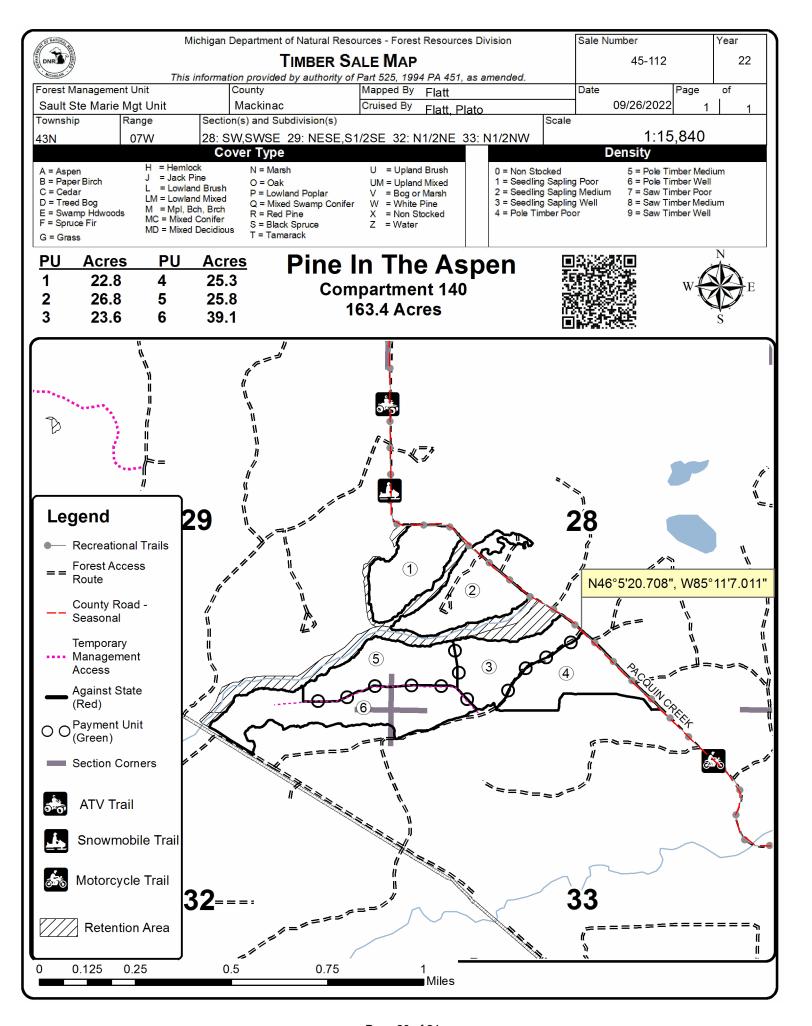
6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Paquin Creek Rd and Sand Lake Rd 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 Paquin Creek Rd and Sand Lake Rd 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.

Section Name: Sale Specific Current as of 10/3/2022 2:40:21PM



Company or individual bidding:___

BID FORM

SAULT STE MARIE MANAGEMENT UNIT NAUBINWAY DNR FIELD OFFICE

Crossroads RP (45-107-22)

T43N, R07W, SEC. 21; T43N, R07W, SEC. 28; T43N, R07W, SEC. 29; Mackinac

In response to the notice of sale to be held 3:00 p.m. (local time) on March 21, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	AD\	<u>/ERTISED PRICE</u>	BID PRICE/UNI	<u>T</u>
Pulpwood						
Balsam Fir	16	Cords	\$	11.40/Cord	\$	
Mixed Aspen	83	Cords	\$	25.75/Cord	\$	
Mixed Hardwood	147	Cords	\$	10.40/Cord	\$	
Red Pine	2,526	Cords	\$	77.75/Cord	\$	
White Pine	88	Cords	\$	16.50/Cord	\$	
White Spruce	22	Cords	\$	10.85/Cord	\$	

*The volumes are statistically estimated within plus (+) or minus (-) 9.83 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 representative's name:_				
	Address:			_	
	City:	_ State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN	THE ABOVE BOX.	
Individual	or company representative's signate	ure:		_ Date:	
Phone nu	ımber :	Email ((optional):		

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

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 check <u>one</u> of the boxes below): A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation					
2. You must check <u>one</u> of the boxes below:						
	A. I certify my business is a sole 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.	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").					
	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

SAULT STE MARIE MANAGEMENT UNIT NAUBINWAY DNR FIELD OFFICE

Pine In The Aspen (45-112-22)

T43N, R07W, SEC. 28; T43N, R07W, SEC. 29; T43N, R07W, SEC. 32; T43N,

In response to the notice of sale to be held 3:00 p.m. (local time) on March 21, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber	11.2	MBF	Φ.	125.00/MBF	ф
Red Maple	11.3	IVIDE	\$	123.00/MBF	Φ
Pulpwood					
Balsam Fir	10	Cords	\$	11.40/Cord	\$
Mixed Aspen	750	Cords	\$	25.75/Cord	\$
Mixed Hardwood	212	Cords	\$	10.40/Cord	\$
Red Pine	3,600	Cords	\$	77.75/Cord	\$
White Pine	471	Cords	\$	16.50/Cord	\$
White Spruce	5	Cords	\$	10.85/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 7.10 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	JRITY 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	dividual or company representative's signature: Date:						
Phone nu	ımber :	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



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						
 You must check one of the boxes below: A. ☐ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For 							
	questions or a copy of the BWC-337,	please call the Work	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 ers (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