

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7288

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on September 26, 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:

Patches O'Spruceihan (45-104-23) / T43N, R06W, SEC. 11, S1/2SW,SWSE.

T43N, R06W, SEC. 14, N1/2NW, SENW, W1/2NE, NESW, NWSE.

Mackinac County, Advertised Price \$40,102.95, 66.7 Acres, Spruce/Fir/Tamarack, Red Pine.

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.

Over the Line Pine (45-106-23) / T43N, R06W, SEC. 13, W1/2NW,W1/2SW.

T43N, R06W, SEC. 14, S1/2NE, SE.

T43N, R06W, SEC. 23, NENE.

T43N, R06W, SEC. 24, NWNW.

Mackinac County, Advertised Price \$574,300.60, 124.5 Acres, Red Pine, White Pine.

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 September 26, 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

Patches O'Spruceihan (45-104-23)
T43N, R06W, SEC. 11; T43N, R06W, SEC. 14.
Mackinac County (Advertised Price \$40,102.95)

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	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
Paper Birch	11.0	MBF	\$	53.00 / MBF
Red Maple	1.2	MBF	\$	174.00 / MBF
Yellow Birch	1.1	MBF	\$	94.00 / MBF
Pulpwood				
Balsam Fir	61	Cords	\$	14.40 / Cord
Hemlock	3	Cords	\$	10.25 / Cord
Jack Pine	8	Cords	\$	38.85 / Cord
Mixed Aspen	14	Cords	\$	33.95 / Cord
Mixed Hardwood	69	Cords	\$	16.55 / Cord
Mixed Spruce	701	Cords	\$	13.20 / Cord
N. White Cedar	23	Cords	\$	3.75 / Cord
Paper Birch	73	Cords	\$	9.15 / Cord
Red Pine	239	Cords	\$	108.35 / Cord
Tamarack	103	Cords	\$	1.90 / Cord
White Pine	12	Cords	\$	22.65 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 17.96 percent. There are an estimated 1,368 cords on this timber sale, plus or minus 246 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 \$4,010.00 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	9.9%
02	14.1%
03	11.1%
04	7.0%
05	57.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2028.

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.

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
108,071	1,368	17.96%	1,122	1,614

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 I	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
20	21,702	275	36.61%	174	375
27	28,641	363	29.99%	254	471
29	21,966	278	26.01%	206	350
32	17,280	219	39.69%	132	306
36	18,484	234	77.27%	53	415
TOTAL:	108,071	1,368		819	1,917

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
20	14.4	1	14.4
27	17.0	3	17.0
29	23.0	2	23.0
32	8.0	4	8.0
36	4.3	5	4.3
TOTAL:	66.7		66.7

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

1 Paper Birch Red Maple Yellow Birch Balsam Fir Pulpwood 40 Cords Cords Mixed Aspen Mixed Hardwood Red Maple Yellow Birch Mixed Spruce Black Spruce White Spruce N. White Cedar Paper Birch MBF 14.4 1.2 MBF 14.4	\$3,968.40
Yellow Birch 1.1 MBF Balsam Fir Pulpwood 40 Cords Hemlock 3 Cords Mixed Aspen 11 Cords Quaking Aspen 11 Cords Mixed Hardwood 51 Cords Red Maple 47 Cords Yellow Birch 4 Cords Mixed Spruce 77 Cords Black Spruce 45 Cords White Spruce 32 Cords N. White Cedar 23 Cords Paper Birch 38 Cords	
Balsam Fir Pulpwood 40 Cords Hemlock 3 Cords Mixed Aspen 11 Cords Quaking Aspen 11 Cords Mixed Hardwood 51 Cords Red Maple 47 Cords Yellow Birch 4 Cords Mixed Spruce 77 Cords Black Spruce 45 Cords White Spruce 32 Cords N. White Cedar 23 Cords Paper Birch 38 Cords	
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White Spruce32CordsN. White Cedar23CordsPaper Birch38Cords	
N. White Cedar 23 Cords Paper Birch 38 Cords	
Paper Birch 38 Cords	
2 Balsam Fir Pulpwood 7 Cords 23.0	\$5,642.40
Jack Pine 8 Cords	φ5,042.40
Balsam Poplar 1 Cords	
Quaking Aspen 2 Cords	
Mixed Spruce 175 Cords	
Black Spruce 170 Cords	
White Spruce 5 Cords	
Red Pine 25 Cords	
Red Pine 25 Cords	
Tamarack 58 Cords	
3 Mixed Hardwood Pulpwood 15 Cords 17.0	\$4,438.65
Red Maple 15 Cords	
Mixed Spruce 289 Cords	
Black Spruce 281 Cords	
White Spruce 8 Cords	
Paper Birch 2 Cords	
Tamarack 45 Cords	
White Pine 12 Cords	
4 Paper Birch Sawtimber 3.8 MBF 8.0	\$2,816.95
Balsam Fir Pulpwood 14 Cords	
Mixed Spruce 160 Cords	
Black Spruce 160 Cords	
Paper Birch 33 Cords	
	523,236.55
Red Maple 3 Cords	_0,_00.00
Red Pine 214 Cords	
Red Pine Sawtimber 79.7 MBF	
Red Pine Pulpwood 55 Cords	
TOTAL: 13.3 MBF	
TOTAL: 1,306 Cords	

Sale Specific Conditions & Requirements

Sale Name: Patches O'Spruceihan Sale Number: 45-104-23 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. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-4, cut all deciduous trees that are two (2) inches or more at DBH and conifers that are four (4) inches or more at DBH, except do not cut trees marked with green paint.

Within Payment Unit 5, 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 Payment Unit 5 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

4 - Transportation

4.1 - Construction

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.

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 will 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)

Within Payment Unit 5, chipping is encouraged as it is the most effective and efficient way to mitigate slash for reforestation. Other tactics to mitigate slash for site preparation would need to be approved by the Unit Manager or his/her representative.

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) 1-4, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 31 or during dry summer conditions. Operations during summer months must be approved by the administering forester or Unit Manager. This restriction is because of wet ground conditions.

5.2.4 - Dead and Down Creation

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

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave is to leave one brush pile on the ground for every two acres within Payment Units 2-4. Piles must be at least 4 feet tall and scattered throughout the Sale Area. Note: Piles can be created by encouraging limbing in piles during normal harvesting procedures.

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.

5.2.39 - ORV trail/route protection (4/18)

M and A routes (Carp River Truck Trail) are ORV trails or routes and are shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. 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)

Trails 2 and 473 are snowmobile trails and are 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. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail.

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 the Carp River Truck Trail and JT Camp 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.

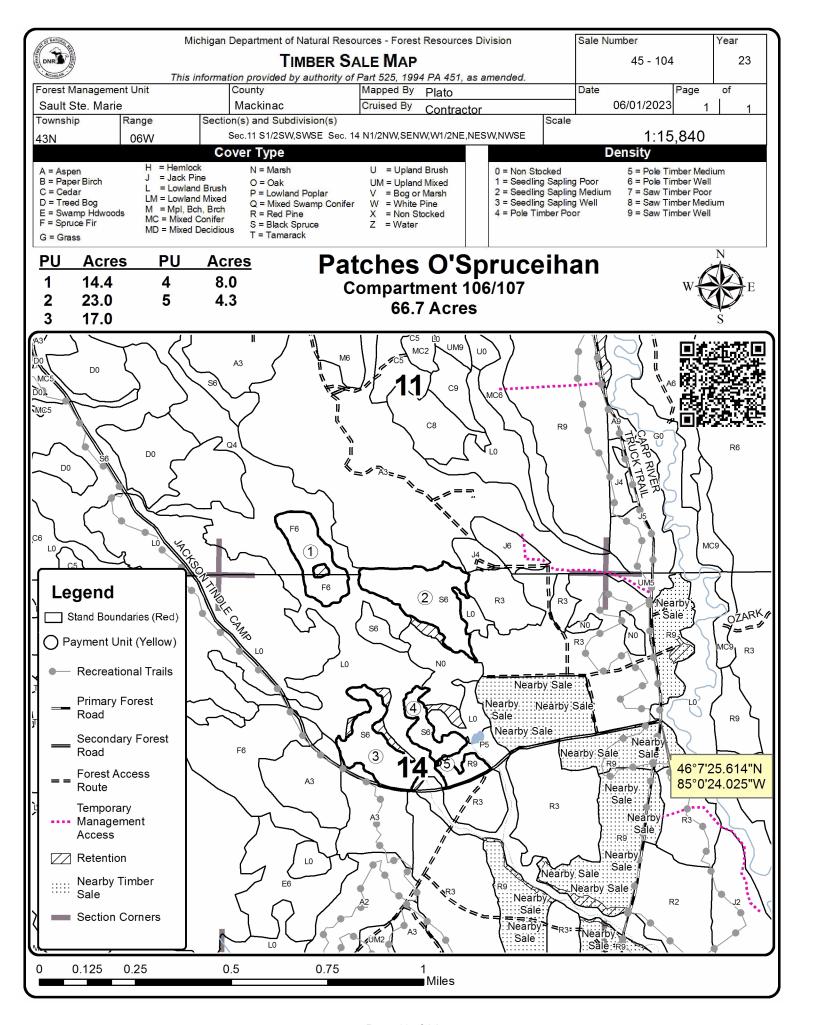
6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Trail 2 and 473 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 Brevort-Trout Lake Motorcycle Trail (BTM) East 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 6/22/2023 9:58:10AM



Page '	12 of	24
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TIMBER SALE INFORMATION

Over the Line Pine (45-106-23)

T43N, R06W, SEC. 13; T43N, R06W, SEC. 14; T43N, R06W, SEC. 23; T43N, R06W, SEC. 24.

Mackinac County (Advertised Price \$574,300.60)

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	ESTIMATED UNITS*		ADVERTISED PRICE	
Pulpwood				
Balsam Fir	8	Cords	\$	14.40 / Cord
Mixed Hardwood	8	Cords	\$	16.55 / Cord
Red Pine	5,295	Cords	\$	108.35 / Cord
White Pine	15	Cords	\$	22.65 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 8.27 percent. There are an estimated 5,915 cords on this timber sale, plus or minus 490 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 \$57,430.00 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:

, ,	3 3
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	8.0%
02	24.9%
03	15.4%
04	12.7%
05	12.3%
06	20.2%
07	6.5%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2027.

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
467,312	5,915	8.27%	5,426	6,405

VDU VOLUMES

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

	VOLUME			RANGE IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
46	187,137	2,369	13.94%	2,039	2,699
48	96,582	1,223	22.63%	946	1,499
52	119,192	1,509	11.81%	1,331	1,687
53	36,002	456	27.18%	332	580
54	28,399	359	47.08%	190	529
TOTAL:	467,312	5,915		4,837	6,994

VDU TO PAYMENT UNIT

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

TOTAL:	124.5		124.5
54	8.3	7	8.3
53	9.6	1	9.6
		5	18.5
52	37.5	4	19.0
48	19.2	6	19.2
		3	19.1
46	49.9	2	30.8
VDU	VDU ACRES	PU	PU ACRES

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Hardwood	Pulpwood	3	Cords	9.6	\$45,665.00
	Red Maple		3	Cords		
	Red Pine		421	Cords		
	Red Pine	Sawtimber	147.9	MBF		
	Red Pine	Pulpwood	125	Cords		
2	Balsam Fir	Pulpwood	1	Cords	30.8	\$143,069.50
	Mixed Hardwood		2	Cords		
	Black Cherry		2	Cords		
	Red Pine		1,320	Cords		
	Red Pine	Sawtimber	558.1	MBF		
	Red Pine	Pulpwood	204	Cords		
3	Balsam Fir	Pulpwood	1	Cords	19.1	\$88,661.25
	Mixed Hardwood		1	Cords		
	Black Cherry		1	Cords		
	Red Pine		818	Cords		
	Red Pine	Sawtimber	346.1	MBF		
	Red Pine	Pulpwood	126	Cords		
4	Red Pine	Pulpwood	670	Cords	19.0	\$72,662.45
	Red Pine	Sawtimber	275.7	MBF		
	Red Pine	Pulpwood	119	Cords		
	White Pine		3	Cords		
5	Red Pine	Pulpwood	653	Cords	18.5	\$70,820.50
	Red Pine	Sawtimber	268.5	MBF		
	Red Pine	Pulpwood	116	Cords		
	White Pine		3	Cords		
6	Red Pine	Pulpwood	1,073	Cords	19.2	\$116,259.55
	Red Pine	Sawtimber	438.9	MBF		
	Red Pine	Pulpwood	195	Cords		
7	Balsam Fir	Pulpwood	6	Cords	8.3	\$37,162.35
	Mixed Hardwood	·	2	Cords		
	Red Maple		2	Cords		
	Red Pine		340	Cords		
	Red Pine	Sawtimber	127.5	MBF		
	Red Pine	Pulpwood	85	Cords		
	1	i '	_			
	White Pine		9	Cords		

Sale Specific Conditions & Requirements

Sale Name: Over the Line Pine Sale Number: 45-106-23 Seg#: 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) 1-7, cut all trees that are one (1) inch or more at DBH.

2.1.11 - Description of timber note (2/04)

Note that the Sale Area contains 2 survey corners (see Timber Sale Map for locations). Each survey corner has 3-4 witness trees that have been marked with red paint blazes along with a tag. These witness trees are to be cut and left with a 6-8 foot stump in order to facilitate future silvicultural activities. This spec is an exception to General Condition and Requirement 5.5.1 - Protection of Land Survey Monuments.

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) 1-7, 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

4.1.6 - 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.

4.1.12 - No new roads (1/12)

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

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 will 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)

Within the Sale Area, chipping is encouraged as it is the most effective and efficient way to mitigate slash for reforestation. Other tactics to mitigate slash for site preparation would need to be approved by the Unit Manager or his/her representative.

5.2.3 - Operating Restrictions

5.2.3.6 - Bark beetle restriction (12/08)

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

5.2.32 - 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.

5.2.39 - ORV trail/route protection (4/18)

M and A routes of the Carp River Truck Trail and the Brevort-Trout Lake Motorcycle Trail are ORV trails or routes and are shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All trees cut within 5 feet of these trails must have stumps cut to ground level. No decking of forest products is permitted within 50 feet of these trails. 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)

Trails 2 and 473 are snowmobile trails and are 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. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted within 50 feet of 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

6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the Carp River Truck Trail (Schoolhouse 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.

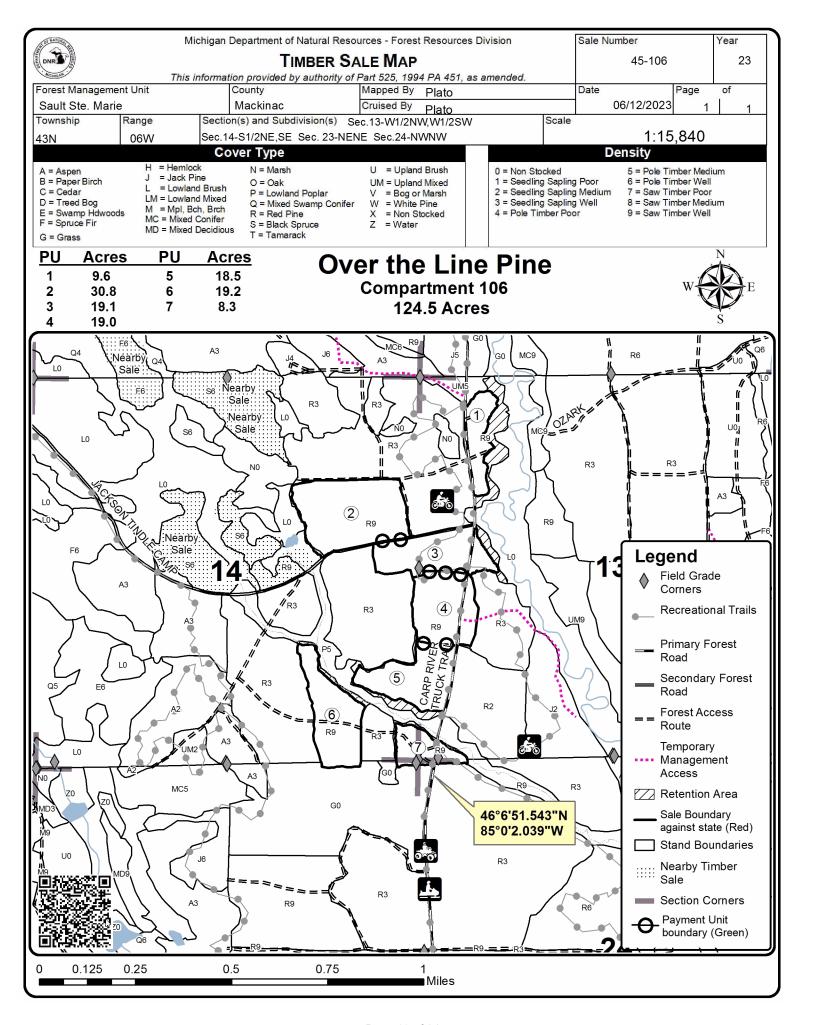
6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Trails 2 and 473 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 M and A Routes and the Brevort-Trout Lake Motorcycle Trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 8/21/2023 3:56:39PM



Page 20 of 24	
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FEDERAL ID:

BID FORM

SAULT STE MARIE MANAGEMENT UNIT NAUBINWAY DNR FIELD OFFICE

Patches O'Spruceihan (45-104-23)

T43N, R06W, SEC. 11; T43N, R06W, SEC. 14; Mackinac COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 26, 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 Sawtimber	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Paper Birch	11.0	MBF	\$	53.00/MBF	\$
Red Maple	1.2	MBF	\$	174.00/MBF	\$
Yellow Birch	1.1	MBF	\$	94.00/MBF	\$
Pulpwood					
Balsam Fir	61	Cords	\$	14.40/Cord	\$
Hemlock	3	Cords	\$	10.25/Cord	\$
Jack Pine	8	Cords	\$	38.85/Cord	\$
Mixed Aspen	14	Cords	\$	33.95/Cord	\$
Mixed Hardwood	69	Cords	\$	16.55/Cord	\$
Mixed Spruce	701	Cords	\$	13.20/Cord	\$
N. White Cedar	23	Cords	\$	3.75/Cord	\$
Paper Birch	73	Cords	\$	9.15/Cord	\$
Red Pine	239	Cords	\$	108.35/Cord	\$
Tamarack	103	Cords	\$	1.90/Cord	\$
White Pine	12	Cords	\$	22.65/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 17.96 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	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.						
ndividual	ual or company representative's signature: Date:					
Phone nu	one number : Email (optional):					

or SOCIAL SECURITY NUMBER:

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.	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, othe 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)

FEDERAL ID:

BID FORM

SAULT STE MARIE MANAGEMENT UNIT NAUBINWAY DNR FIELD OFFICE

Over the Line Pine (45-106-23)

T43N, R06W, SEC. 13; T43N, R06W, SEC. 14; T43N, R06W, SEC. 23; T43N,

In response to the notice of sale to be held 3:00 p.m. (local time) on September 26, 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	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Pulpwood					
Balsam Fir	8	Cords	\$	14.40/Cord	\$
Mixed Hardwood	8	Cords	\$	16.55/Cord	\$
Red Pine	5,295	Cords	\$	108.35/Cord	\$
White Pine	15	Cords	\$	22.65/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 8.27 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.

	Company or individual bid	ding:				
	Company representative's	name:				
Address:						
	City:	State:	Zip:			
IF AVAILA	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	ual or company representative's signature: Date:					
Phone nu	Phone number : Email (optional):					

or SOCIAL SECURITY NUMBER:

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 Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. 					
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