

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7265

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on August 7, 2023.

LOCATION: SAULT DNR CUSTOMER SERVICE CENTER, 4131 S. M-129, SAULT STE MARIE, MI 49783.

<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:

D.I. Marblehead HW Again (45-005-23) / T41N, R07E, SEC. 1, NWNW,S1/2NW,N1/2NE,SENE.

T41N, R08E, SEC. 6, NW.

T42N, R07E, SEC. 36, S1/2SW.

T42N, R08E, SEC. 31, S1/2SW.

Chippewa County, Advertised Price \$22,436.70, 184.0 Acres, Hardwood, Aspen.

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

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.

Morgan Spring Mix (45-006-23) / T42N, R01W, SEC. 16, SWSW.

T42N, R01W, SEC. 17, W1/2SW, NESE, S1/2SE.

T42N, R01W, SEC. 18, E1/2SE.

T42N, R01W, SEC. 20, N1/2NE.

Mackinac County, Advertised Price \$47,405.95, 61.9 Acres, White Pine, Red Pine.

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

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

Third Time's the Charm (45-003-22) / T42N, R01W, SEC. 14, NW, NESW.

T42N, R01W, SEC. 15, NENE.

T42N, R01W, SEC. 23, NWSE, S1/2SE.

T42N, R01W, SEC. 26, N1/2NE.

Mackinac County, Advertised Price \$27,026.60, 89.4 Acres, Hardwood, Spruce/Fir/Tamarack.

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

Winter Sale. Payment Unit 5 has steep slopes. See order of cutting sale condition.

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. Access may be through private land.

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

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

Bids must be received by the Unit Manager, SAULT STE MARIE OFFICE, 4131 S. M-129, Sault Ste Marie, MI 49783, no later than 10:00 a.m. (local time) on August 7, 2023. For further information concerning this sale, contact Kenny Fanelli at 906-287-1380 extension.

2. Bidder's Qualifications (10/22)

If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

3. Preparation of Sealed Bids (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening, as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

5. Public Opening of Sealed Bids (7/16)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes or announce the withdrawal of their online bid after being declared the successful bidder on one sale.

6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and

Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

9. Worker's Compensation (10/22)

Purchaser shall obtain worker's compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

10. Timber Sale Contract (10/22)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price (\$1,500/\$10,000 * 100).

11. Disclaimer of Estimates and Bidder's Warranty of Inspection (10/22)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

12. Certification and Chain-of-Custody (10/22)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate #NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

13. Good Neighbor Authority (GNA) Requirements (10/22)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In

addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

- 14. Good Neighbor Authority (GNA) Requirements, con't (10/22) Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.
- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

SHANNON LOTT, Acting Director

TIMBER SALE INFORMATION

D.I. Marblehead HW Again (45-005-23)

T41N, R07E, SEC. 1; T41N, R08E, SEC. 6; T42N, R07E, SEC. 36; T42N, R08E, SEC. 31. Chippewa County (Advertised Price \$22,436.70)

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

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

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

PRODUCTS & SPECIES	ESTIMATE	ED UNITS*	ADVE	RTISED PRICE
Sawtimber				
Basswood	5.6	MBF	\$	62.00 / MBF
Sugar Maple	41.2	MBF	\$	92.00 / MBF
White Ash	5.7	MBF	\$	78.00 / MBF
Pulpwood				
Basswood	26	Cords	\$	7.30 / Cord
Mixed Aspen	507	Cords	\$	12.70 / Cord
Mixed Hardwood	1,364	Cords	\$	8.20 / Cord
Paper Birch	5	Cords	\$	8.20 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.81 percent. There are an estimated 2,060 cords on this timber sale, plus or minus 223 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 \$1,795.00 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:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	20.5%
02	20.7%
03	16.9%
04	12.3%
05	16.7%
06	12.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2025.

SALE STATISTICS

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

SALE VOLUMES

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

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
162,756	2,060	10.81%	1,837	2,283

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
15	101,709	1,287	13.57%	1,113	1,462
19	61,046	773	18.52%	630	916
TOTAL:	162,756	2,060		1,742	2,378

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
15	118.9	3	34.1
		4	24.8
		5	33.8
		6	26.2
19	65.1	1	32.5
		2	32.6
TOTAL:	184.0		184.0

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	2.8	MBF	32.5	\$4,608.50
	Sugar Maple		8.6	MBF		
	White Ash		1.4	MBF		
	Basswood	Pulpwood	9	Cords		
	Mixed Aspen		144	Cords		
	B. T. Aspen		144	Cords		
	Mixed Hardwood		198	Cords		
	Beech		80	Cords		
	Ironwood		12	Cords		
	Sugar Maple		105	Cords		
	White Ash		1	Cords		
	Paper Birch		2	Cords		
2	Basswood	Sawtimber	2.8	MBF	32.6	\$4,661.80
	Sugar Maple		8.6	MBF		
	White Ash		1.5	MBF		
	Basswood	Pulpwood	9	Cords		
	Mixed Aspen		145	Cords		
	B. T. Aspen		145	Cords		
	Mixed Hardwood		201	Cords		
	Beech		80	Cords		
	Ironwood		13	Cords		
	Sugar Maple		106	Cords		
	White Ash		2	Cords		
	Paper Birch		3	Cords		
3	Sugar Maple	Sawtimber	6.9	MBF	34.1	\$3,783.30
Ū	White Ash		0.8	MBF		40,1 00.00
	Basswood	Pulpwood	2	Cords		
	Mixed Aspen		63	Cords		
	B. T. Aspen		25	Cords		
	Quaking Aspen		38	Cords		
	Mixed Hardwood		277	Cords		
	Beech		110	Cords		
	Ironwood		6	Cords		
	Sugar Maple		158	Cords		
	White Ash		3	Cords		
4	Sugar Maple	Sawtimber	5.0	MBF	24.8	\$2,749.30
7	White Ash	GawtiiribCi	0.6	MBF	24.0	Ψ2,7 43.50
	Basswood	Pulpwood	2	Cords		
	Mixed Aspen	i uipwood	45	Cords		
	B. T. Aspen		18	Cords		
	Quaking Aspen		27	Cords		
	Mixed Hardwood		202	Cords		
	Beech		80	Cords		
	Ironwood		5	Cords		
	Sugar Maple		115	Cords		
	White Ash		2	Cords		
		04:			20.0	#0.700.00
5	Sugar Maple	Sawtimber	6.8	MBF	33.8	\$3,736.80
	White Ash	Dulmaus - d	0.8	MBF		
	Basswood	Pulpwood	2	Cords		
	Mixed Aspen		62 25	Cords		
	B. T. Aspen		25	Cords		
	Quaking Aspen		37	Cords		
	Mixed Hardwood		274	Cords		
	Beech		109	Cords		
	Ironwood		6	Cords		
	Sugar Maple	l	156	Cords	Ī	i

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	White Ash	Pulpwood	3	Cords		
6	Sugar Maple	Sawtimber	5.3	MBF	26.2	\$2,897.00
	White Ash		0.6	MBF		
	Basswood	Pulpwood	2	Cords		
	Mixed Aspen		48	Cords		
	B. T. Aspen		19	Cords		
	Quaking Aspen		29	Cords		
	Mixed Hardwood		212	Cords		
	Beech		84	Cords		
	Ironwood		5	Cords		
	Sugar Maple		121	Cords		
	White Ash		2	Cords		
		TOTAL:	52.5	MBF		
		TOTAL:	1,902	Cords		

Sale Specific Conditions & Requirements

Sale Name: D.I. Marblehead HW Again Sale Number: 45-005-23 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.

2 - Timber Specifications

2.1 - Included Timber

2.1.3 - Cut tree marked unit(s) (12/08)

Within Payment Unit(s) 1-6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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.

3.4 - Damaged Timber

3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

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

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

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. Some existing roads may also need to be closed, see the Timber Sale Map for locations. In general, this will require constructing double earthen berms at strategic locations. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. 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

4.2.2 - Fill material (4/07)

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

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

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

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-6, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 1. This restriction is because of bark slippage.

5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

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 any ORV route or snowmobile trail, without permission of the Unit Manager or his/her representative.

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 ORV route is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the route must be cut flush with the ground. No decking of forest products is allowed along the ORV route. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the ORV route as the centerline. Do not run equipment down the ORV route. Skidding across the route may only occur in locations approved by the Sale Administrator.

5.2.41 - Snowmobile trail protection (9/11)

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

5.4 - Soil Protection

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

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 Glen Cove Road and/or Clear Lake Road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.2 - Snowmobile trail posting (10/20)

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

6.2.3 - Recreational trail posting (10/20)

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

7 - Other Conditions

7.2 - Extensions

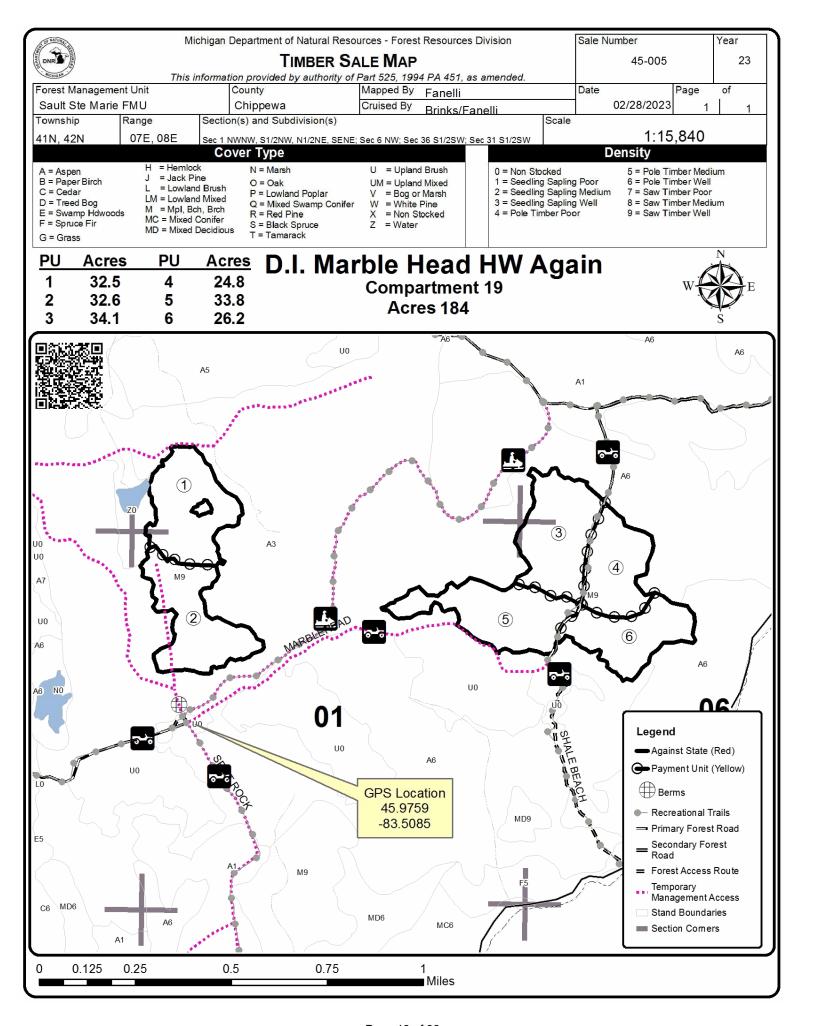
7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract.

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from beech bark disease. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 6/8/2023 2:37:21PM



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TIMBER SALE INFORMATION

Morgan Spring Mix (45-006-23)

T42N, R01W, SEC. 16; T42N, R01W, SEC. 17; T42N, R01W, SEC. 18; T42N, R01W, SEC. 20.

Mackinac County (Advertised Price \$47,405.95)

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

A 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	123	Cords	\$	10.65 / Cord
Mixed Aspen	318	Cords	\$	12.70 / Cord
Mixed Hardwood	80	Cords	\$	12.60 / Cord
Mixed Spruce	98	Cords	\$	5.40 / Cord
Paper Birch	32	Cords	\$	12.55 / Cord
Red Pine	406	Cords	\$	74.70 / Cord
White Pine	464	Cords	\$	21.10 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 16.13 percent. There are an estimated 1,477 cords on this timber sale, plus or minus 238 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,370.00 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

01

93.4%

02

6.6%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2026.

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
116,700	1,477	16.13%	1,239	1,716

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
18	8,529	108	51.97%	52	164
24	14,168	179	69.56%	55	304
47	61,585	780	18.88%	632	927
471	32,418	410	31.00%	283	538
TOTAL:	116,700	1,477		1,022	1,932

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:	61.9		61.9
471	12.9	1	12.9
47	30.6	1	30.6
24	14.1	2	14.1
18	4.3	2	4.3
VDU	VDU ACRES	PU	PU ACRES

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	37	Cords	43.5	\$44,282.90
	Mixed Aspen		236	Cords		
	B. T. Aspen		4	Cords		
	Balsam Poplar		19	Cords		
	Quaking Aspen		213	Cords		
	Mixed Hardwood		18	Cords		
	Red Maple		16	Cords		
	Sugar Maple		2	Cords		
	Mixed Spruce		57	Cords		
	Black Spruce		5	Cords		
	White Spruce		52	Cords		
	Paper Birch		19	Cords		
	Red Pine		406	Cords		
	White Pine		464	Cords		
2	Balsam Fir	Pulpwood	86	Cords	18.4	\$3,123.05
	Mixed Aspen		82	Cords		
	B. T. Aspen		7	Cords		
	Balsam Poplar		17	Cords		
	Quaking Aspen		58	Cords		
	Mixed Hardwood		62	Cords		
	Red Maple		58	Cords		
	Sugar Maple		4	Cords		
	Mixed Spruce		41	Cords		
	White Spruce		41	Cords		
	Paper Birch		13	Cords		
		TOTAL:	1,521	Cords		

Sale Specific Conditions & Requirements

Sale Name: Morgan Spring Mix Sale Number: 45-006-23 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 paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

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

2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH, except trees marked with green paint above and below stump height. In addition, do not cut any cedar.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 & 2, 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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the Sale Administrator for specific details of design and placement.

4.2 - Maintenance

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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.

4.4 - Access

4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the Timber Sale Map.

5 - Operations

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 & 2, unless changed by written agreement, cutting/felling is limited to the period of December 1 to March 31. This restriction is in place to provide browse for wintering deer.

5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

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)

The ORV trail is shown on the Timber Sale Map. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 10-foot-wide slash, debris, and rut free zone daily using the ORV trail as the centerline. Do not run equipment down the ORV trail. Skidding across the trail may only occur in locations approved by the Sale Administrator.

5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map and will be used to access this timber sale. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. 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 the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances

from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.3 - Recreational trail posting (10/20)

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

Section Name: Sale Specific Current as of 6/14/2023 1:25:04PM

DNR DNR BOOK

Township

42N

Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

This information provided by authority of Part 525, 1994 PA 451, as amended.

Sale Number Date 05/12/2023

Scale Page Of 1:15,840 1 1

Forest Management Unit	County
Sault Ste Marie Mgt Unit	Mackinac

Range

01W

Section(s) and

Subdivision(s)

марреа ву:	Brinks/Faneiii
Cruised By:	Brinks/Fanelli

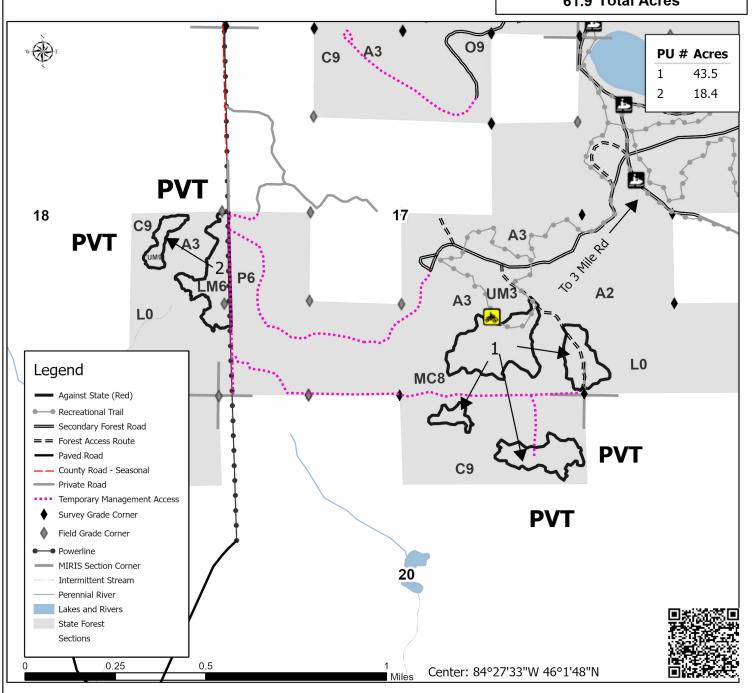
Section 16 SWSW; Section 17 W1/2SW, NESE, S1/2SE; Section 18 E1/2SE; Section 20 N1/2NE

Cover Type								
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush					
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest					
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh					
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine					
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked					
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand					
G = Grass	MD = Mixed Deciduous		Z = Water					
H = Hemlock	N = Marsh							

Density

0 = Non Stocked 5 = Pole Timber Medium
1 = Seedling Sapling Poor 6 = Pole Timber Well
2 = Seedling Sapling Medium 7 = Saw Timber Poor
3 = Seedling Sapling Well 8 = Saw Timber Medium
4 = Pole Timber Poor 9 = Saw Timber Well

Morgan Spring Mix 61.9 Total Acres



TIMBER SALE INFORMATION

Third Time's the Charm (45-003-22)

T42N, R01W, SEC. 14; T42N, R01W, SEC. 15; T42N, R01W, SEC. 23; T42N, R01W, SEC. 26.

Mackinac County (Advertised Price \$27,026.60)

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

Winter Sale. Payment Unit 5 has steep slopes. See order of cutting sale condition.

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. Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ADVERTISED PRICE	
Sawtimber					
Red Maple	11.3	MBF	\$	72.00 / MBF	
Sugar Maple	46.3	MBF	\$	212.00 / MBF	
Yellow Birch	1.8	MBF	\$	80.00 / MBF	
Pulpwood					
Balsam Fir	246	Cords	\$	8.90 / Cord	
Mixed Aspen	495	Cords	\$	10.60 / Cord	
Mixed Hardwood	712	Cords	\$	10.50 / Cord	
Mixed Spruce	298	Cords	\$	4.50 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 12.53 percent. There are an estimated 1,922 cords on this timber sale, plus or minus 241 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,162.00 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	5.7%
02	10.7%
03	8.8%
04	8.9%
05	65.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2027.

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 RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
151,852	1,922	12.53%	1,681	2,163	

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
5	15,203	192	38.26%	119	266
17	21,096	267	41.55%	156	378
20	22,928	290	43.44%	164	416
36	22,060	279	30.07%	195	363
72	70,565	893	18.08%	732	1,055
TOTAL:	151,852	1,922		1,366	2,478

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
5	11.8	1	11.8
17	11.7	3	11.7
20	12.6	2	12.6
36	14.7	4	14.7
72	38.6	5	38.6
TOTAL:	89.4		89.4

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	28	Cords	11.8	\$1,544.40
	Mixed Aspen		7	Cords		
	Quaking Aspen		7	Cords		
	Mixed Hardwood		79	Cords		
	Paper Birch		72	Cords		
	Red Maple		7	Cords		
	Mixed Spruce		87	Cords		
	Black Spruce		60	Cords		
	White Spruce		27	Cords		
2	Red Maple	Sawtimber	4.7	MBF	12.6	\$2,882.70
	Balsam Fir	Pulpwood	12	Cords		, , , , , , , ,
	Mixed Aspen	'	15	Cords		
	Balsam Poplar		15	Cords		
	Mixed Hardwood		193	Cords		
	Paper Birch	Sawtimber	11.6	MBF		
	Paper Birch	Pulpwood	129	Cords		
	Red Maple	, и,риоси	41	Cords		
	Mixed Spruce		56	Cords		
	Black Spruce		42	Cords		
	White Spruce		14	Cords		
3	Red Maple	Sawtimber	2.0	MBF	11.7	\$2,377.50
3	Balsam Fir	Pulpwood	11	Cords	11.7	φ2,377.30
	Mixed Aspen	i dipwood	56	Cords		
	Balsam Poplar		26	Cords		
	· ·			Cords		
	Quaking Aspen		30			
	Mixed Hardwood	0	119	Cords		
	Paper Birch	Sawtimber	6.8	MBF		
	Paper Birch	Pulpwood	97	Cords		
	Red Maple		8	Cords		
	Mixed Spruce		65	Cords		
	Black Spruce		65	Cords		
4	Red Maple	Sawtimber	0.9	MBF	14.7	\$2,414.80
	Balsam Fir	Pulpwood	68	Cords		
	Mixed Aspen		93	Cords		
	Balsam Poplar		12	Cords		
	Quaking Aspen		81	Cords		
	Mixed Hardwood		53	Cords		
	Black Ash		8	Cords		
	Paper Birch		3	Cords		
	Red Maple		42	Cords		
	Mixed Spruce		45	Cords		
	Black Spruce		37	Cords		
	White Spruce		8	Cords		
5	Red Maple	Sawtimber	3.7	MBF	38.6	\$17,807.20
	Sugar Maple		46.3	MBF		
	Yellow Birch		1.8	MBF		
	Balsam Fir	Pulpwood	127	Cords		
	Mixed Aspen		324	Cords		
	B. T. Aspen		44	Cords		
	Balsam Poplar		64	Cords		
	Quaking Aspen		216	Cords		
	Mixed Hardwood		268	Cords		
	Black Ash		3	Cords		
	Paper Birch		42	Cords		
	Red Maple		22	Cords		
	Sugar Maple		194	Cords		
	ı caga mapro	l	ı 'ĕ'	Dogo 22 of	ı	

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Yellow Birch	Pulpwood	7	Cords		
	Mixed Spruce		45	Cords		
	White Spruce		45	Cords		
		TOTAL:	59.4	MBF		
		TOTAL:	1,751	Cords		

Sale Specific Conditions & Requirements

Sale Name: Third Time's the Charm Sale Number: 45-003-22 Seg#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red 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.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-5, cut all trees that are two (2) inches or more at DBH, except cedar, oak, and pine. Within Payment Unit 5 do not reach into cedar pockets to remove other species.

2.1.11 - Description of timber note (2/04)

Note that there is a steep slope within Payment Unit 5 that makes some of the timber difficult to access. Cutting this timber is optional.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 5 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.

3.6 - Payment Unit Cutting Schedule

3.6.1 - Order of cutting (1/09)

Payment Units 2 and 4 must be cut prior to beginning operations on Unit 5, even if the sale is paid in full. Unless otherwise approved by the Unit manager or his/her representative.

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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. 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

4.2.1 - Hauling restriction (12/08)

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

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.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private landowner may be required by the DNR. Permission must include permission for DNR staff to administer the sale.

4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative. This is to prevent someone other than the Purchaser from going through the gate and being locked in.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

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) 1-5, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 through March 31. This restriction is because of the deer yard and wet ground conditions.

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)

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

5.2.40 - Pathway protection (10/10)

The Peek-a-Boo Mountain Bike Trail is a proposed mountain bike, snowshoe, and cross-country ski trail. The proposed location of the trail is shown on the Timber Sale Map. This trail may be at various stages of planning and construction during this timber sale. Do not cut trees or damage posts with blue pathway markers. The location of the trail will be flagged. Maintain a 20-foot-wide slash, debris, and rut free zone daily, using the pathway as the centerline. All stumps within 5 feet of

the trail must be cut flush with the ground. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

5.2.41 - Snowmobile trail protection (9/11)

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

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

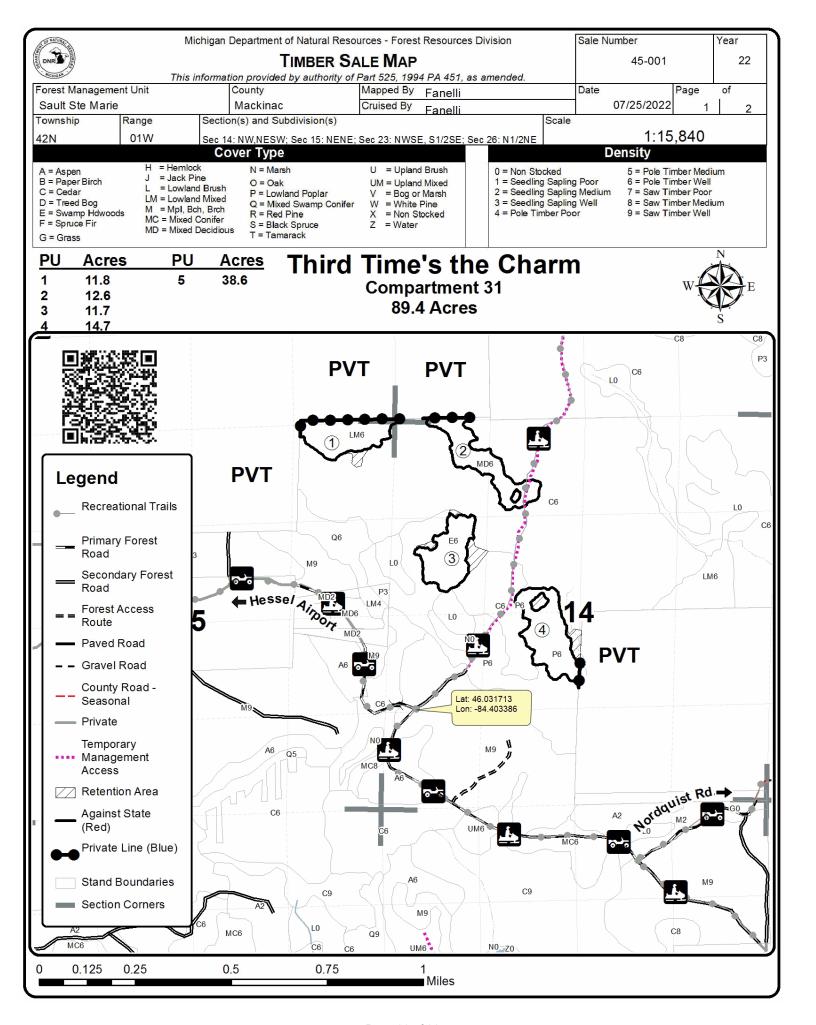
6.2.2 - Snowmobile trail posting (10/20)

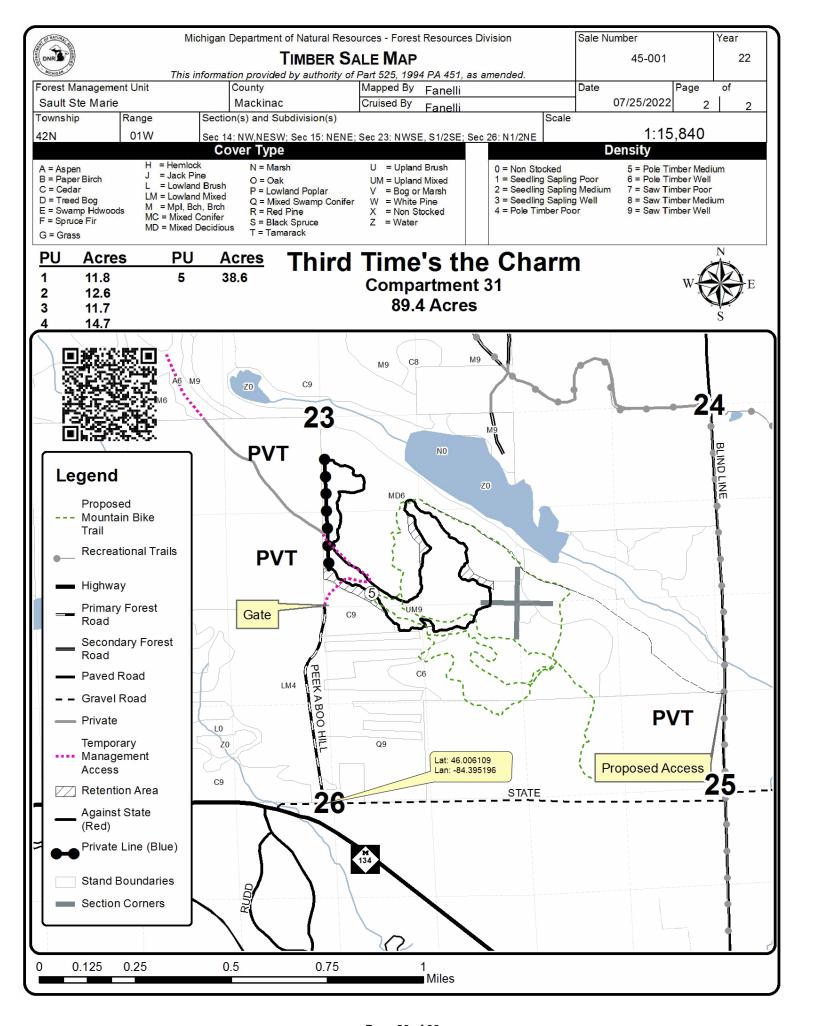
The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck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

6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the ORV route and the pathway 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 7/28/2022 10:46:40AM





BID FORM

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

Third Time's the Charm (45-003-22)

T42N, R01W, SEC. 14; T42N, R01W, SEC. 15; T42N, R01W, SEC. 23; T42N,

In response to the notice of sale to be held 10:00 a.m. (local time) on August 7, 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.

BID PRICE/UNIT
\$
\$
\$
\$
\$
\$
\$

*The volumes are statistically estimated within plus (+) or minus (-) 12.53 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:				Ш
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE THE PERSOI	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.	_
Individual or company representative's signature: Date:					
Phone number : Email			optional):		

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



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	Please Check Appropriate Categories:		
1.	 My business is organized as (you must check one of the both A. Sole Proprietorship (individual) Partnership Corporation 	oxes below):	
2.	2. You must check <u>one</u> of the boxes below:		
	A. I certify my business is a sole proprietorship and it has no e Worker's Compensation Laws.	mployees but the sole proprietor. I am not subject to the	
	B. I certify my business has satisfied its o bligation to the Work	e Notice of Exclusion within 21 days of the contract award. (For	
	C. I certify my business has a Worker's Compensation Policy. one (21) days of the contract award.	I will provide an original Certificate of Insurance within twenty-	
3.	 If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partners 	the number of both full-time and part-time employees, other is (if none, you must enter "0").	
	Full-time Employees	Part-time Employees	
Nam	Name of Business	Federal ID (or) Social Security No.	
Add	Address -	Telephone ()	
City	City State 2	ZIP	
in fa _	hereby certify that the above information is true and correct. In factors affecting my coverage during any of my present and fu		
S	Signature of Owner or Authorized Representative		
T	Title	Date	

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

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

BID FORM

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

Morgan Spring Mix (45-006-23)

T42N, R01W, SEC. 16; T42N, R01W, SEC. 17; T42N, R01W, SEC. 18; T42N,

In response to the notice of sale to be held 10:00 a.m. (local time) on August 7, 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\	VERTISED PRICE	BID PRICE/UNIT
Pulpwood					
Balsam Fir	123	Cords	\$	10.65/Cord	\$
Mixed Aspen	318	Cords	\$	12.70/Cord	\$
Mixed Hardwood	80	Cords	\$	12.60/Cord	\$
Mixed Spruce	98	Cords	\$	5.40/Cord	\$
Paper Birch	32	Cords	\$	12.55/Cord	\$
Red Pine	406	Cords	\$	74.70/Cord	\$
White Pine	464	Cords	\$	21.10/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 16.13 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: ____-__ or SOCIAL SECURITY NUMBER:____ -__ -__ -__ -__ __

	Company or individual bidding:				
	Company representative's name:_				
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	ONALIZED LABEL	FROM YOUR PROSPEC	CTUS IN THE ABOVE BOX.	
Individua	l or company representative's signat	:ure:		Date:	
Phone nu	ımber ·	F	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:

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	Please Check Appropriate Categories:		
1.	 My business is organized as (you must check one of the both A. Sole Proprietorship (individual) Partnership Corporation 	oxes below):	
2.	2. You must check <u>one</u> of the boxes below:		
	A. I certify my business is a sole proprietorship and it has no e Worker's Compensation Laws.	mployees but the sole proprietor. I am not subject to the	
	B. I certify my business has satisfied its o bligation to the Work	e Notice of Exclusion within 21 days of the contract award. (For	
	C. I certify my business has a Worker's Compensation Policy. one (21) days of the contract award.	I will provide an original Certificate of Insurance within twenty-	
3.	 If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partners 	the number of both full-time and part-time employees, other is (if none, you must enter "0").	
	Full-time Employees	Part-time Employees	
Nam	Name of Business	Federal ID (or) Social Security No.	
Add	Address -	Telephone ()	
City	City State 2	ZIP	
in fa _	hereby certify that the above information is true and correct. In factors affecting my coverage during any of my present and fu		
S	Signature of Owner or Authorized Representative		
T	Title	Date	

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

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

BID FORM

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

D.I. Marblehead HW Again (45-005-23)

T41N, R07E, SEC. 1; T41N, R08E, SEC. 6; T42N, R07E, SEC. 36; T42N, R08E,

In response to the notice of sale to be held 10:00 a.m. (local time) on August 7, 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
Sawtimber				
Basswood	5.6 MBF	\$	62.00/MBF	\$
Sugar Maple	41.2 MBF	\$	92.00/MBF	\$
White Ash	5.7 MBF	\$	78.00/MBF	\$
Pulpwood				
Basswood	26 Cords	\$	7.30/Cord	\$
Mixed Aspen	507 Cords	\$	12.70/Cord	\$
Mixed Hardwood	1,364 Cords	\$	8.20/Cord	\$
Paper Birch	5 Cords	\$	8.20/Cord	\$

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

	FEDERAL ID:	or SOCIA	AL SECURITY NUMBER:_		
	Company or individual bidding:_			<u></u>	
	Company representative's name	:			
	Address:			<u></u>	
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE THE PER	SONALIZED LABEL	FROM YOUR PROSPEC	TUS IN THE ABOVE BOX.	
Individual or company representative's signature: Date:					
Phone number : Email (optional):					

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

^{*}The volumes are statistically estimated within plus (+) or minus (-) 10.81 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended.				
VE	RIFICATION OF WORKER'S DISABILIT	Y COMPENSATION	ON 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 s	ignatures.		
Ple	ase Check Appropriate Categories:				
1.	My business is organized as (you must A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	check <u>one</u> of the b	ooxes below):		
2.	 You must check one of the boxes below: A.				
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	Name of Business Federal ID (or) Social Security No.				
Addr	ress		Telephone ()		
City		State	ZIP		
	reby 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 future operations.		

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

Date

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