



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN
TIMBER SALE PROSPECTUS #7400**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on April 2, 2024.

LOCATION: **ESCANABA MGMT UNIT, 6833 HWY'S 2, 41 & M-35, GLADSTONE, MI 49837.**

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, ESCANABA MANAGEMENT UNIT, for certain timber on the following described lands:

Stinging Muskrat (33-028-23) / T34N, R28W, SEC. 5 , NWNW.

T34N, R28W, SEC. 6 , N1/2NE.

T35N, R28W, SEC. 31, SENW,SWNE,N1/2SW,SE.

T35N, R28W, SEC. 32, SENW,NWNE,N1/2SW,SWSW.

Menominee County, Advertised Price \$25,535.95, 203.2 Acres, Spruce/Fir/Tamarack, Hardwood.

SALE NOTE: Payment Units 1 - 12, can be accessed through state land, but Payment Unit 13 will need to be accessed through private property. The landowner has shown a willingness to allow access. Some gravel will need to be hauled and spread by the Purchaser, a gravel pit is near Payment Unit 5.

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

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

Bids must be received by the Unit Manager, ESCANABA OFFICE, 6833 Hwy's 2, 41 & M-35, Gladstone, MI 49837, no later than 3:00 p.m. (local time) on April 2, 2024. For further information concerning this sale, contact Eric Thompson at 906-789-8231.

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.

Scott Bowen
Director

TIMBER SALE INFORMATION

Stinging Muskrat (33-028-23)

T34N, R28W, SEC. 5; T34N, R28W, SEC. 6; T35N, R28W, SEC. 31; T35N, R28W, SEC. 32.
Menominee County (Advertised Price \$25,535.95)

SALE NOTE: Payment Units 1 - 12, can be accessed through state land, but Payment Unit 13 will need to be accessed through private property. The landowner has shown a willingness to allow access. Some gravel will need to be hauled and spread by the Purchaser, a gravel pit is near Payment Unit 5.

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:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Basswood	23.6 MBF	\$ 63.00 / MBF
Northern Pin Oak	6.9 MBF	\$ 82.00 / MBF
Paper Birch	4.2 MBF	\$ 69.00 / MBF
Red Maple	10.0 MBF	\$ 73.00 / MBF
Red Oak	3.2 MBF	\$ 61.00 / MBF
Sugar Maple	13.5 MBF	\$ 135.00 / MBF
White Ash	11.6 MBF	\$ 49.00 / MBF
Pulpwood		
Balsam Fir	211 Cords	\$ 6.70 / Cord
Basswood	57 Cords	\$ 5.55 / Cord
Jack Pine	18 Cords	\$ 29.35 / Cord
Mixed Aspen	229 Cords	\$ 20.20 / Cord
Mixed Hardwood	380 Cords	\$ 9.70 / Cord
Mixed Spruce	317 Cords	\$ 10.95 / Cord
N. White Cedar	225 Cords	\$ 3.65 / Cord
Northern Pin Oak	57 Cords	\$ 11.20 / Cord
Paper Birch	43 Cords	\$ 5.45 / Cord
Red Oak	3 Cords	\$ 11.20 / Cord
Red Pine	77 Cords	\$ 24.75 / Cord
Tamarack	210 Cords	\$ 6.50 / Cord
White Pine	59 Cords	\$ 14.20 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 9.51 percent. There are an estimated 2,098 cords on this timber sale, plus or minus 199 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 \$1,277.00 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	11.6%
02	5.6%
03	5.7%
04	4.6%
05	2.5%
06	26.3%
07	2.4%
08	10.3%
09	13.5%
10	10.4%
11	1.6%
12	3.9%
13	1.6%

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

5. Operations on the contract issued will terminate on 06/30/2027.

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
165,716	2,098	9.51%	1,898	2,297

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.

VDU	VOLUME			RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
4	31,265	396	19.39%	319	472
5	11,735	149	30.80%	103	194
16	7,802	99	51.88%	48	150
17	4,631	59	42.41%	34	83
18	35,644	451	21.77%	353	549
19	2,659	34	85.93%	5	63
22	32,364	410	21.14%	323	496
25	24,906	315	19.65%	253	377
26	2,704	34	43.31%	19	49
27	7,323	93	37.61%	58	128
30	4,685	59	67.23%	19	99
TOTAL:	165,716	2,098		1,534	2,661

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
4	40.3	2	20.1
		3	20.2
5	22.1	1	22.1
16	8.0	4	8.0
17	6.2	5	6.2
18	27.5	6	27.5
19	3.4	7	3.4
22	47.1	8	20.4
		9	26.7
25	28.0	10	28.0
26	1.5	11	1.5
27	6.3	12	6.3
30	12.8	13	12.8
TOTAL:	203.2		203.2

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	2	Cords	22.1	\$2,962.75
	Jack Pine		15	Cords		
	Mixed Aspen		25	Cords		
	<i>B. T. Aspen</i>		25	Cords		
	Mixed Hardwood		7	Cords		
	<i>Black Cherry</i>		1	Cords		
	<i>Red Maple</i>		6	Cords		
	Mixed Spruce		5	Cords		
	<i>Black Spruce</i>		5	Cords		
	Northern Pin Oak		30	Cords		
	Red Pine		59	Cords		
	White Pine		6	Cords		
2	Paper Birch	Sawtimber	0.3	MBF	20.1	\$1,438.20
	Balsam Fir	Pulpwood	5	Cords		
	Mixed Spruce		60	Cords		
	<i>Black Spruce</i>		60	Cords		
	N. White Cedar		65	Cords		
	Paper Birch		7	Cords		
	Tamarack		52	Cords		
	White Pine		8	Cords		
3	Paper Birch		Sawtimber	0.3	MBF	20.2
	Balsam Fir	Pulpwood	5	Cords		
	Mixed Hardwood		1	Cords		
	<i>Red Maple</i>		1	Cords		
	Mixed Spruce		61	Cords		
	<i>Black Spruce</i>		60	Cords		
	<i>White Spruce</i>		1	Cords		
	N. White Cedar		65	Cords		
	Paper Birch		7	Cords		
	Tamarack		52	Cords		
White Pine	8		Cords			
4	Northern Pin Oak	Sawtimber	1.9	MBF	8.0	\$1,165.80
	Balsam Fir	Pulpwood	42	Cords		
	Mixed Aspen		10	Cords		
	<i>Balsam Poplar</i>		8	Cords		
	<i>Quaking Aspen</i>		2	Cords		
	Mixed Hardwood		10	Cords		
	<i>Black Ash</i>		1	Cords		
	<i>Red Maple</i>		9	Cords		
	Mixed Spruce		15	Cords		
	<i>White Spruce</i>		15	Cords		
	N. White Cedar		2	Cords		
	Northern Pin Oak		5	Cords		
	Red Pine		3	Cords		
	White Pine		9	Cords		
5	Northern Pin Oak		Sawtimber	0.6	MBF	6.2
	Mixed Aspen	Pulpwood	7	Cords		
	<i>Balsam Poplar</i>		7	Cords		
	Mixed Hardwood		32	Cords		
	<i>American Elm</i>		3	Cords		
	<i>Black Ash</i>		22	Cords		
	<i>Red Maple</i>		7	Cords		
	Mixed Spruce		3	Cords		
	<i>Black Spruce</i>		3	Cords		
	Northern Pin Oak		6	Cords		
	Tamarack		6	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
6	Northern Pin Oak	Sawtimber	3.7	MBF	27.5	\$6,697.60	
	Red Maple		2.3	MBF			
	Red Oak		0.9	MBF			
	Sugar Maple		2.7	MBF			
	Balsam Fir		Pulpwood	117			Cords
	Basswood			5			Cords
	Mixed Aspen			184			Cords
	<i>B. T. Aspen</i>			10			Cords
	<i>Balsam Poplar</i>			11			Cords
	<i>Quaking Aspen</i>			163			Cords
	Mixed Hardwood			49			Cords
	<i>American Elm</i>			3			Cords
	<i>Black Cherry</i>			5			Cords
	<i>Ironwood</i>			1			Cords
	<i>Red Maple</i>			13			Cords
	<i>Sugar Maple</i>			24			Cords
	<i>White Ash</i>			3			Cords
	Mixed Spruce			23			Cords
	<i>White Spruce</i>			23			Cords
	N. White Cedar			2			Cords
	Northern Pin Oak			8			Cords
	Paper Birch			3			Cords
	Red Oak			1			Cords
	Red Pine			15			Cords
	Tamarack			2			Cords
	White Pine			3			Cords
7	Basswood	Sawtimber		2.4	MBF	3.4	\$613.95
	Northern Pin Oak			0.7	MBF		
	Red Oak			1.4	MBF		
	Sugar Maple			0.7	MBF		
	White Ash		0.5	MBF			
	Balsam Fir		Pulpwood	1	Cords		
	Basswood			3	Cords		
	Mixed Hardwood			16	Cords		
	<i>Ironwood</i>			1	Cords		
	<i>Sugar Maple</i>			9	Cords		
	<i>White Ash</i>			6	Cords		
	Northern Pin Oak			1	Cords		
	Red Oak			1	Cords		
	8			Basswood	Sawtimber		
Paper Birch		1.6		MBF			
Red Maple		0.3		MBF			
Red Oak		0.4		MBF			
Sugar Maple		4.4		MBF			
White Ash		4.8		MBF			
Balsam Fir		Pulpwood	10	Cords			
Basswood			21	Cords			
Mixed Hardwood			80	Cords			
<i>Beech</i>			2	Cords			
<i>Ironwood</i>			7	Cords			
<i>Sugar Maple</i>			36	Cords			
<i>White Ash</i>			35	Cords			
Mixed Spruce			10	Cords			
<i>White Spruce</i>			10	Cords			
Paper Birch			1	Cords			
9	Basswood		Sawtimber	12.0	MBF	26.7	\$3,436.70

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
9 con't	Paper Birch	Sawtimber	2.0	MBF			
	Red Maple		0.4	MBF			
	Red Oak		0.5	MBF			
	Sugar Maple		5.7	MBF			
	White Ash		6.3	MBF			
	Balsam Fir		Pulpwood	13			Cords
	Basswood			28			Cords
	Mixed Hardwood			104			Cords
	<i>Beech</i>			2			Cords
	<i>Ironwood</i>			9			Cords
	<i>Red Maple</i>			1			Cords
	<i>Sugar Maple</i>			47			Cords
	<i>White Ash</i>			45			Cords
	Mixed Spruce			12			Cords
	<i>White Spruce</i>			12			Cords
	Paper Birch		2	Cords			
	Red Oak		1	Cords			
10	Red Maple	Sawtimber	5.0	MBF	28.0	\$2,645.75	
	Balsam Fir	Pulpwood	7	Cords			
	Jack Pine		3	Cords			
	Mixed Hardwood		60	Cords			
	<i>American Elm</i>		6	Cords			
	<i>Black Ash</i>		7	Cords			
	<i>Red Maple</i>		44	Cords			
	<i>Sugar Maple</i>		3	Cords			
	Mixed Spruce		56	Cords			
	<i>Black Spruce</i>		53	Cords			
	<i>White Spruce</i>		3	Cords			
	N. White Cedar		72	Cords			
	Paper Birch		8	Cords			
	Tamarack		86	Cords			
	White Pine		6	Cords			
11	Red Maple	Sawtimber	2.0	MBF	1.5	\$420.75	
	Balsam Fir	Pulpwood	7	Cords			
	Mixed Aspen		3	Cords			
	<i>Quaking Aspen</i>		3	Cords			
	Mixed Hardwood		9	Cords			
	<i>Black Cherry</i>		1	Cords			
	<i>Red Maple</i>		8	Cords			
	Mixed Spruce		1	Cords			
	<i>Black Spruce</i>		1	Cords			
	Northern Pin Oak		1	Cords			
	Paper Birch		8	Cords			
	White Pine		1	Cords			
12	Mixed Spruce	Pulpwood	64	Cords	6.3	\$995.40	
	<i>Black Spruce</i>		64	Cords			
	Tamarack		6	Cords			
	White Pine		18	Cords			
13	Balsam Fir	Pulpwood	2	Cords	12.8	\$420.15	
	Mixed Hardwood		12	Cords			
	<i>Red Maple</i>		12	Cords			
	Mixed Spruce		7	Cords			
	<i>Black Spruce</i>		7	Cords			
	N. White Cedar		19	Cords			
	Northern Pin Oak		6	Cords			
	Paper Birch		7	Cords			

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
13 con't	Tamarack	Pulpwood	6	Cords		
TOTAL:			73.0	MBF		
TOTAL:			1,886	Cords		

Sale Specific Conditions & Requirements

Sale Name: Stinging Muskrat

Sale Number: 33-028-23 Seq#: 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, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. 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 for.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 2, 3, 5, 6, 10, 11, 12, and 13, cut all trees that are three (3) inches or more at DBH, with the following exceptions.

Within Payment Units 2 and 3, only cedar less than seven (7) inches at DBH are to be harvested.

Within Payment Unit 6, do not cut pine and oak marked with green paint.

Within Payment Unit 10, do not cut hemlock. Also do not cut cedar and oak marked with green paint.

Within Payment Unit 11, do not cut red pine.

Within Payment Unit 4, cut all trees that are two (2) inches or more at DBH, except do not cut pine and oak marked with green paint.

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

Within Payment Unit(s) 1, 7, 8, and 9, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

In addition, within Payment Unit 1, cut all aspen, balm, spruce/fir, ironwood, and cherry greater than three (3) inches at DBH.

In addition, within Payment Units 7, 8, and 9, cut all aspen, balm, spruce/fir, and ironwood greater than three (3) inches at DBH.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 4 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible within Payment Units 1, 7, 8, and 9.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) \$18,000 in value or greater may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

4 - Transportation

4.1 - Construction

4.1.8 - Road work (1) (8/07)

The following road work is required: a minimum of 200 cubic yards of gravel must be hauled and spread by the Purchaser. About half of the gravel will be placed on the access road back to Payment Units 1 - 3 and the other half on the access road into Payment Units 4 - 12. All roadwork must be completed before any hauling takes place on either of the access roads. Gravel is available from state land, on the north side of Payment Unit 5.

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 breakup or during other wet weather conditions.

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or 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.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. The only Payment Unit that needs to be accessed through private property is Unit 13. The best access is from the north and west of the Payment Unit as shown on the Timber Sale Map. This same access can be used to access Parts of Payment Units 10, 11, and 12. Contact Dustin 906-399-1828 or Dan 906-399-0879 for landowners contact information.

5 - Operations

5.2 - Conduct of Operations

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 2, 3, 5, 10, 11, 12, and 13, cutting and skidding, is limited to the period of December 1st to March 31st, unless there is an extended dry or frozen period and the sale administrator allows harvesting during that period of time. This restriction is because of low wet ground throughout the Payment Units.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 7, 8, and 9, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Unit(s) 1, cutting and skidding, are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

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 each of the access roads (as they are used) prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

7.3 - Contract Modifications

7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from the spruce budworm, eastern larch beetle, emerald ash borer, and oak wilt. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting. The contract length has been expanded to include four winters for harvesting, but with the forest health concerns the sale should be harvested as soon as possible.



TIMBER SALE MAP

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

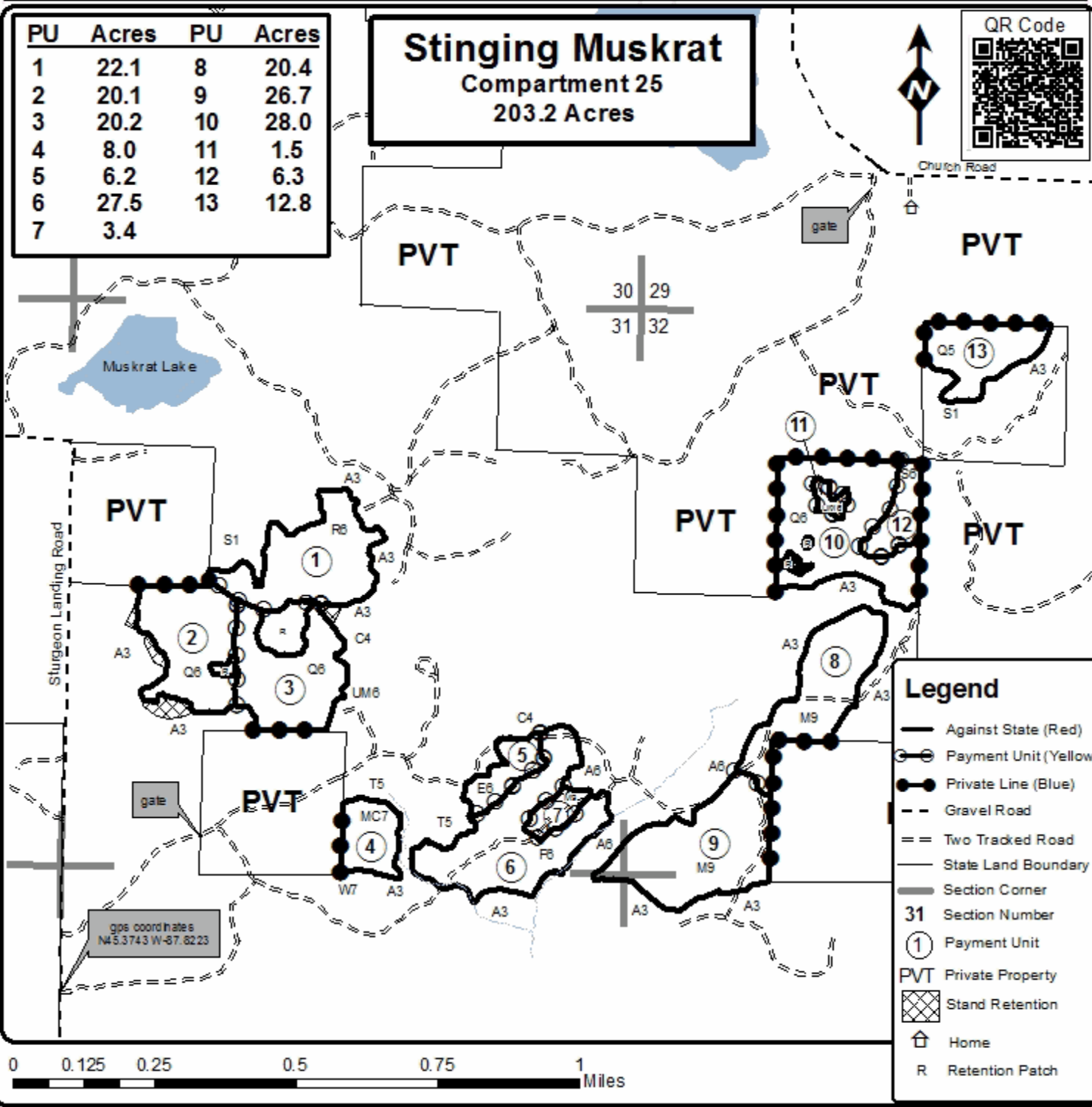
Sale Number	Year
33-028	23

Forest Management Unit	County	Mapped By	Date	Page	of
Escanaba Management Unit	Menominee County	Beaudou	9/11/2023	1	1
Township	Range	Section(s) and Subdivision(s)	Scale		
34N 35N	28W	Sec 5 - NWNW, Sec 6 - N1/2NE. Sec 31 - SENW, SWNE, N1/2SW, SE. Sec 32 - SENW, NWNE, N1/2SW, SWSW.	1:15,840		

Cover Type				Density			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seeding Sapling Poor	6 = Pole Timber Well		
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seeding Sapling Medium	7 = Saw Timber Poor		
D = Tread Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seeding Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl, Bch, Bach	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well		
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water				
G = Grass	MD = Mixed Deciduous	T = Tamarack					

PU	Acres	PU	Acres
1	22.1	8	20.4
2	20.1	9	26.7
3	20.2	10	28.0
4	8.0	11	1.5
5	6.2	12	6.3
6	27.5	13	12.8
7	3.4		

Stinging Muskrat
Compartment 25
203.2 Acres



Stinging Muskrat (33-028-23)

T34N, R28W, SEC. 5; T34N, R28W, SEC. 6; T35N, R28W, SEC. 31; T35N, R28W,

In response to the notice of sale to be held 3:00 p.m. (local time) on April 2, 2024, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
Sawtimber			
Basswood	23.6 MBF	\$ 63.00/MBF	\$ _____
Northern Pin Oak	6.9 MBF	\$ 82.00/MBF	\$ _____
Paper Birch	4.2 MBF	\$ 69.00/MBF	\$ _____
Red Maple	10.0 MBF	\$ 73.00/MBF	\$ _____
Red Oak	3.2 MBF	\$ 61.00/MBF	\$ _____
Sugar Maple	13.5 MBF	\$ 135.00/MBF	\$ _____
White Ash	11.6 MBF	\$ 49.00/MBF	\$ _____
Pulpwood			
Balsam Fir	211 Cords	\$ 6.70/Cord	\$ _____
Basswood	57 Cords	\$ 5.55/Cord	\$ _____
Jack Pine	18 Cords	\$ 29.35/Cord	\$ _____
Mixed Aspen	229 Cords	\$ 20.20/Cord	\$ _____
Mixed Hardwood	380 Cords	\$ 9.70/Cord	\$ _____
Mixed Spruce	317 Cords	\$ 10.95/Cord	\$ _____
N. White Cedar	225 Cords	\$ 3.65/Cord	\$ _____
Northern Pin Oak	57 Cords	\$ 11.20/Cord	\$ _____
Paper Birch	43 Cords	\$ 5.45/Cord	\$ _____
Red Oak	3 Cords	\$ 11.20/Cord	\$ _____
Red Pine	77 Cords	\$ 24.75/Cord	\$ _____
Tamarack	210 Cords	\$ 6.50/Cord	\$ _____
White Pine	59 Cords	\$ 14.20/Cord	\$ _____

*The volumes are statistically estimated within plus (+) or minus (-) 9.51 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 AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS 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



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

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

*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.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
 - A. Sole Proprietorship (individual)
 - B. Partnership
 - C. Corporation

2. You **must** check one of the boxes below:
 - A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
 - B. I certify my business has satisfied its obligation 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), 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 Employees

_____ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone ()	
City	State	ZIP	

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

Date

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