



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN  
TIMBER SALE PROSPECTUS #7587**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on March 18, 2025.

LOCATION: NAUBINWAY DNR FIELD OFFICE, PO BOX 287, W11569 US2, NAUBINWAY, MI 49762.

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

Rocky Road HW (45-120-24) / T43N, R10W, SEC. 30, NENW,S1/2NW,SWNE.

T43N, R10W, SEC. 31, NE.

T43N, R10W, SEC. 32, S1/2NW,SWNE,NWSE.

Mackinac County, Advertised Price \$54,250.15, 75.1 Acres, Hardwood, Sugar Maple.

Brainfreeze Mix (45-121-24) / T42N, R10W, SEC. 6 , NENW.

T43N, R10W, SEC. 30, SWNW,N1/2SW,SESW,S1/2SE.

T43N, R10W, SEC. 31, N1/2NE,SW,SE.

T43N, R11W, SEC. 36, NESE.

Mackinac County, Advertised Price \$79,417.45, 118.9 Acres, Spruce/Fir/Tamarack, Aspen.

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

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

Bids must be received by the Unit Manager, NAUBINWAY DNR FIELD OFFICE, PO Box 287 W11569 US2, Naubinway, MI 49762, no later than 3:00 p.m. (local time) on March 18, 2025. For further information concerning this sale, contact Josh Brinks at 906-203-0210 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](http://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](http://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

Rocky Road HW (45-120-24)  
T43N, R10W, SEC. 30; T43N, R10W, SEC. 31; T43N, R10W, SEC. 32.  
Mackinac County (Advertised Price \$54,250.15)

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 &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Paper Birch	2.7 MBF	\$ 44.00 / MBF
Red Maple	0.8 MBF	\$ 149.00 / MBF
Sugar Maple	123.7 MBF	\$ 354.00 / MBF
White Ash	0.5 MBF	\$ 68.00 / MBF
Pulpwood		
Balsam Fir	3 Cords	\$ 12.10 / Cord
Beech	112 Cords	\$ 15.10 / Cord
Mixed Hardwood	536 Cords	\$ 15.10 / Cord
Quaking Aspen	13 Cords	\$ 28.25 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 13.10 percent. There are an estimated 963 cords on this timber sale, plus or minus 126 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 \$5,425.00 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	41.6%
02	39.3%
03	19.1%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2027.

### **SALE STATISTICS**

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

### **SALE VOLUMES**

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

VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
76,097	963	13.10%	837	1,089

**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		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
3	29,753	377	19.90%	302	452
34	46,344	587	17.46%	484	689
<b>TOTAL:</b>	<b>76,097</b>	<b>963</b>		<b>786</b>	<b>1,141</b>

**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
3	35.7	1	35.7
34	39.4	2	26.5
34	39.4	3	12.9
<b>TOTAL:</b>	<b>114.5</b>		<b>75.1</b>

**DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Sugar Maple	Sawtimber	52.8	MBF	35.7	\$22,530.40
	White Ash		0.5	MBF		
	Mixed Hardwood	Pulpwood	252	Cords		
	<i>American Elm</i>		1	<i>Cords</i>		
	<i>Ironwood</i>		7	<i>Cords</i>		
	<i>Sugar Maple</i>		203	<i>Cords</i>		
	<i>White Ash</i>		41	<i>Cords</i>		
2	Paper Birch	Sawtimber	1.8	MBF	26.5	\$21,334.55
	Red Maple		0.5	MBF		
	Sugar Maple		47.7	MBF		
	Balsam Fir	Pulpwood	2	Cords		
	Beech		75	Cords		
	Mixed Hardwood		191	Cords		
	<i>Ironwood</i>		7	<i>Cords</i>		
	<i>Paper Birch</i>		5	<i>Cords</i>		
	<i>Red Maple</i>		3	<i>Cords</i>		
	<i>Sugar Maple</i>		176	<i>Cords</i>		
	Quaking Aspen		9	Cords		
	3	Paper Birch	Sawtimber	0.9		
Red Maple			0.3	MBF		
Sugar Maple			23.2	MBF		
Balsam Fir		Pulpwood	1	Cords		
Beech			37	Cords		
Mixed Hardwood			93	Cords		
<i>Ironwood</i>			4	<i>Cords</i>		
<i>Paper Birch</i>			2	<i>Cords</i>		
<i>Red Maple</i>			1	<i>Cords</i>		
<i>Sugar Maple</i>			86	<i>Cords</i>		
Quaking Aspen			4	Cords		
TOTAL:			127.7	MBF		
TOTAL:			664	Cords		

## Sale Specific Conditions & Requirements

**Sale Name: Rocky Road HW**

**Sale Number: 45-120-24 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 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. 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) 1-3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

In addition, within Payment Units 1-3, all merchantable aspen and fir are designated for cutting, unless marked with green paint.

Further, within Payment Units 2-3, all beech are designated for cutting, regardless of merchantability, unless marked with green paint.

##### 2.1.11 - Description of Timber Note (2/04)

Note that Mixed Hardwood includes sugar maple, red maple, paper birch, elm, ironwood and white ash.

### 3 - Payments

#### 3.3 - Pre-measured Sales

##### 3.3.4 - Dividing Payment Units (7/14)

Payment Unit(s) 1-3 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

### 4 - Transportation

#### 4.1 - Construction

##### 4.1.3 - Slash and Earthen Piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

##### 4.1.6 - Road Construction (4/24)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

##### 4.1.7 - Road Closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the Sale Administrator for specific details of design and placement.

#### 4.2 - Maintenance



#### 4.2.3 - Road maintenance (8/13)

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

#### 4.2.4 - Grading (10/16)

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

#### 4.2.5 - Two Wheel Drive Condition (2/04)

All existing trail roads on and adjacent to the Sale Area must be passable by two-wheel drive traffic for the duration of the sale.

### 5 - Operations

#### 5.2 - Conduct of Operations

##### 5.2.1 - Slash

###### 5.2.1.11 - Slash for Reforestation (3/21)

To facilitate reforestation, the Sale Area shall be left with slash evenly distributed. Tops shall not be crushed or ran over unless in a main skid trail. Preferably, unbroken tops shall be left whole and intact, and placed within gaps created during harvesting 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

###### 5.2.3.3 - Bark Slippage Restriction (3/09)

Within Payment Unit(s) 1-3, unless changed by written agreement, cutting and skidding are not permitted during the period of May 1 to July 15. This restriction is because of bark slippage.

###### 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.

#### 5.8 - 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 onsite evaluation and recommendation can be made, if necessary.

##### 5.8.7 - Protection of Walking Fern Habitat (9/08)

If walking fern is discovered on boulders within the sale area, operations in that immediate area should be suspended and the Unit Manager contacted. The contract may be amended to protect these sites. An area surrounding the boulders could be designated as a "no-cut" zone with appropriate adjustments made to the State Forest Timber Sale Contract.

### 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 Big Knob 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. In addition, the Purchaser is responsible for posting and maintaining caution signs on US-2 prior to beginning operations. The road must be posted at appropriate distances from the intersection of Big Knob Road. The Purchaser will provide these signs.



### TIMBER SALE MAP

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

Sale Number <b>45-120-24</b>	Date 09/11/2024
Scale 1:15,840	Page 1
	Of 1

Forest Management Unit Sault Ste Marie Mgt Unit	County Mackinac	Mapped By: Gabler
		Cruised By: Naubinway FO Staff

Township 43N	Range 10W	Section(s) and Subdivision(s) Sec. 30 NENW,S1/2NW,SWNE; Sec. 31 NE; Sec. 32 S1/2NW,SWNE,NWSE;
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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		

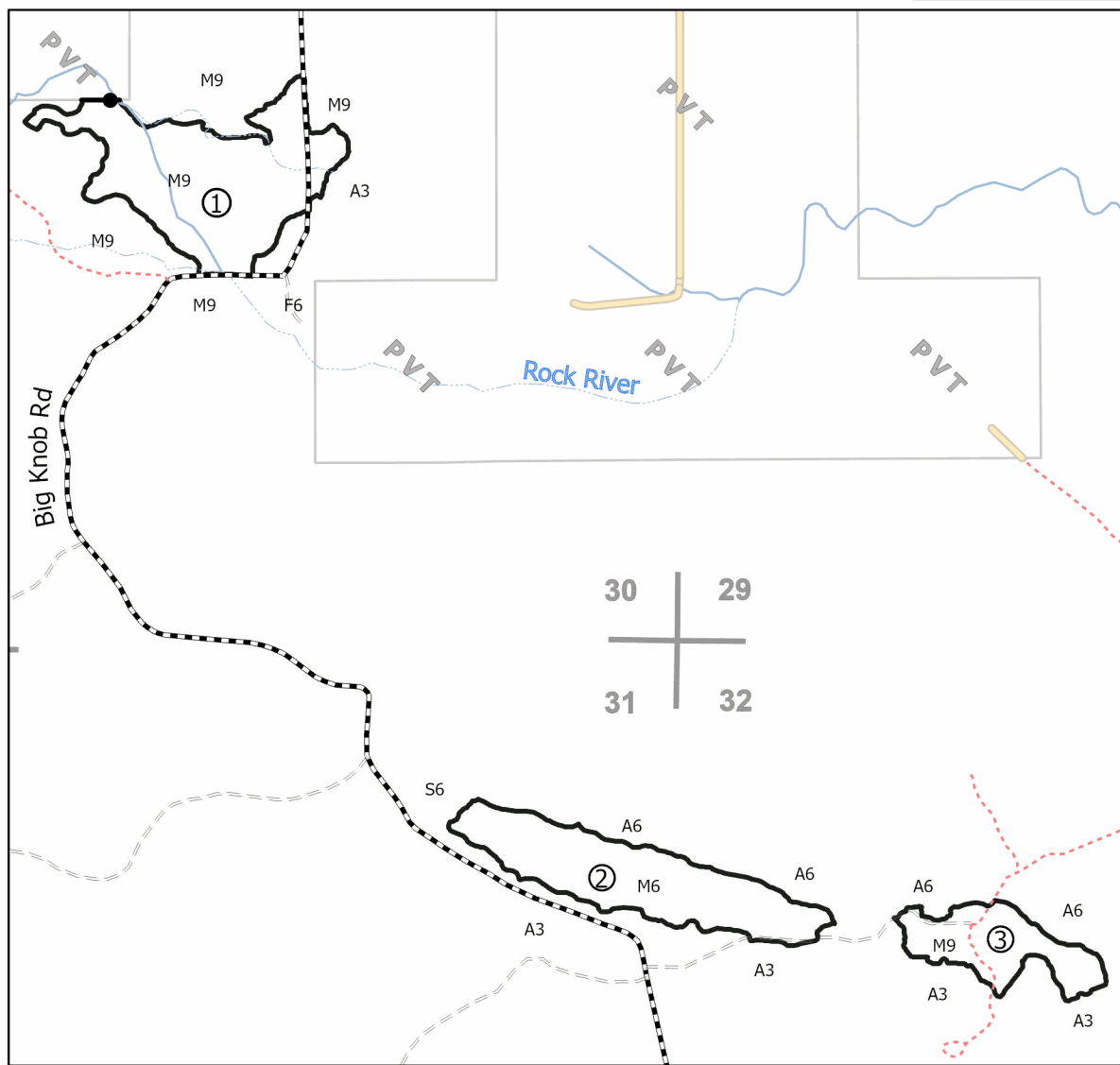
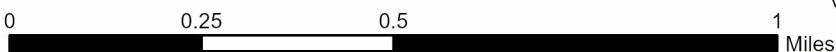
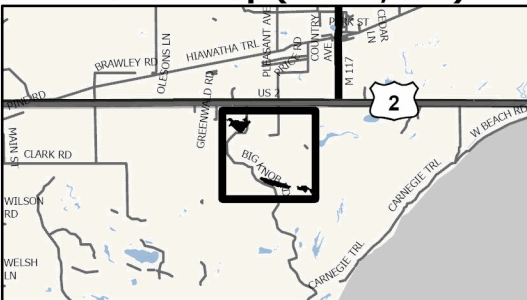
Density	
0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

PU #	Acres
1	35.7
2	26.5
3	12.9

## Rocky Road HW

### 75.1 Acres

### Locator Map (1:200,000)



### Legend

- Against State (Red)
- Private Line (Blue)
- Private Property Boundary
- - - Primary Forest Road
- - - Forest Access Route
- - - Administrative Access Only
- Non-DNR Road
- MIRIS Section Corner

Use QR Code to open Map in App





## TIMBER SALE INFORMATION

### Brainfreeze Mix (45-121-24)

T42N, R10W, SEC. 6; T43N, R10W, SEC. 30; T43N, R10W, SEC. 31; T43N, R11W, SEC. 36.  
Mackinac County (Advertised Price \$79,417.45)

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 &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
White Ash	1.7 MBF	\$ 68.00 / MBF
Pulpwood		
Balsam Fir	1,467 Cords	\$ 12.10 / Cord
Balsam Poplar	556 Cords	\$ 28.25 / Cord
Mixed Hardwood	64 Cords	\$ 15.10 / Cord
Paper Birch	143 Cords	\$ 7.50 / Cord
Quaking Aspen	1,218 Cords	\$ 28.25 / Cord
White Spruce	561 Cords	\$ 16.75 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 9.65 percent. There are an estimated 4,012 cords on this timber sale, plus or minus 387 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 \$7,942.00 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	11.2%
02	12.1%
03	18.2%
04	26.3%
05	32.2%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2028.

### **SALE STATISTICS**

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

### **SALE VOLUMES**

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

VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
316,935	4,012	9.65%	3,624	4,399

## 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		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
2	32,436	411	38.73%	252	570
11	44,249	560	27.35%	407	713
38	96,092	1,216	15.97%	1,022	1,411
40	13,830	175	40.52%	104	246
71	75,952	961	19.32%	776	1,147
80	54,376	688	24.13%	522	854
<b>TOTAL:</b>	<b>316,935</b>	<b>4,012</b>		<b>3,083</b>	<b>4,941</b>

## 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
2	13.9	1	13.9
11	17.5	2	17.5
38	32.5	4	32.5
40	7.9	5	7.9
71	30.1	5	30.1
80	17.0	3	17.0
<b>TOTAL:</b>	<b>118.9</b>		<b>118.9</b>

**DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	White Ash	Sawtimber	1.7	MBF	13.9	\$8,868.10
	Balsam Fir	Pulpwood	94	Cords		
	Balsam Poplar		47	Cords		
	Mixed Hardwood		36	Cords		
	<i>American Elm</i>		13	<i>Cords</i>		
	<i>Sugar Maple</i>		2	<i>Cords</i>		
	<i>White Ash</i>		19	<i>Cords</i>		
	<i>Yellow Birch</i>		2	<i>Cords</i>		
	Quaking Aspen		163	Cords		
	White Spruce		68	Cords		
2	Balsam Fir	Pulpwood	212	Cords	17.5	\$9,578.65
	Mixed Hardwood		7	Cords		
	<i>Red Maple</i>		7	<i>Cords</i>		
	Quaking Aspen		104	Cords		
	White Spruce		237	Cords		
3	Balsam Fir	Pulpwood	248	Cords	17.0	\$14,452.95
	Balsam Poplar		171	Cords		
	Mixed Hardwood		4	Cords		
	<i>Black Ash</i>		4	<i>Cords</i>		
	Paper Birch		13	Cords		
	Quaking Aspen		195	Cords		
	White Spruce		57	Cords		
4	Balsam Fir	Pulpwood	623	Cords	32.5	\$20,853.25
	Balsam Poplar		53	Cords		
	Mixed Hardwood		17	Cords		
	<i>Red Maple</i>		17	<i>Cords</i>		
	Paper Birch		118	Cords		
	Quaking Aspen		337	Cords		
	White Spruce		69	Cords		
5	Balsam Fir	Pulpwood	290	Cords	38.0	\$25,664.50
	Balsam Poplar		285	Cords		
	Paper Birch		12	Cords		
	Quaking Aspen		419	Cords		
	White Spruce		130	Cords		
TOTAL:			1.7	MBF		
TOTAL:			4,009	Cords		

# Sale Specific Conditions & Requirements

**Sale Name: Brainfreeze Mix**

**Sale Number: 45-121-24 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 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.

## 2 - Timber Specifications

### 2.1 - Included Timber

#### 2.1.1 - Clearcut Unit(s) with Unmerchantable Trees (6/14)

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH regardless of merchantability.

Within Payment Unit(s) 2, 3 and 5, cut all deciduous trees that are two (2) inches or more at DBH and all conifers that are four (4) inches or more at DBH. Do not cut any trees marked with green paint.

Within Payment Unit(s) 4, cut all deciduous trees that are two (2) inches or more at DBH and all conifers that are four (4) inches or more at DBH. Do not harvest any cedar, pine or hemlock except for operational purposes.

#### 2.1.11 - Description of Timber Note (2/04)

Note that Mixed Hardwood includes sugar maple, red maple, yellow birch, white ash, elm and black ash.

## 3 - Payments

### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing Payment Units (7/14)

Payment Unit(s) 1-5 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 per Payment Unit.

## 4 - Transportation

### 4.1 - Construction

#### 4.1.3 - Slash and Earthen Piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

#### 4.1.6 - Road Construction (4/24)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road Closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the Sale Administrator for specific details of design and placement.

### 4.2 - Maintenance

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the



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

#### 4.2.4 - Grading (10/16)

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

#### 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.

#### 5.2.22 - Operating Caution

##### 5.2.22.1 - Operating Caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 3-5, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of wet and sensitive soils.

#### 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.

### 5.8 - 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 onsite evaluation and recommendation can be made, if necessary.

#### 5.8.7 - Protection of Walking Fern Habitat (9/08)

If walking fern is discovered on boulders within the sale area, operations in that immediate area should be suspended and the Unit Manager contacted. The contract may be amended to protect these sites. An area surrounding the boulders could be designated as a "no-cut" zone with appropriate adjustments made to the State Forest Timber Sale Contract.

## 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 Big Knob 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. In addition, the Purchaser is responsible for posting and

maintaining caution signs on US-2 prior to beginning operations. The road must be posted at appropriate distances from the intersection of Big Knob Road. The Purchaser will provide these signs.

**TIMBER SALE MAP**

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

Sale Number  
**45-121-24**

Date  
**09/27/2024**

Forest Management Unit	County	Mapped By: Plato
Sault Ste Marie Mgt Unit	Mackinac	Cruised By: Plato

Scale	Page	Of
1:24,000	1	1

Township	Range	Section(s) and Subdivision(s)
42N / 43N	10W /	Sec. 30 SWNW,N1/2SW,SESW,S1/2SE; Sec. 31 N1/2NE,SW,SE; Sec. 36 NESE; Sec. 6 NENW;

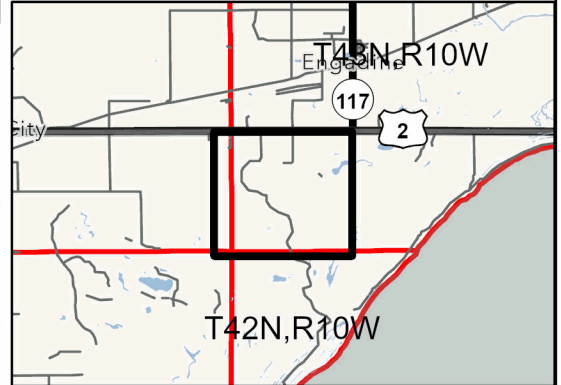
**Cover Type**

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

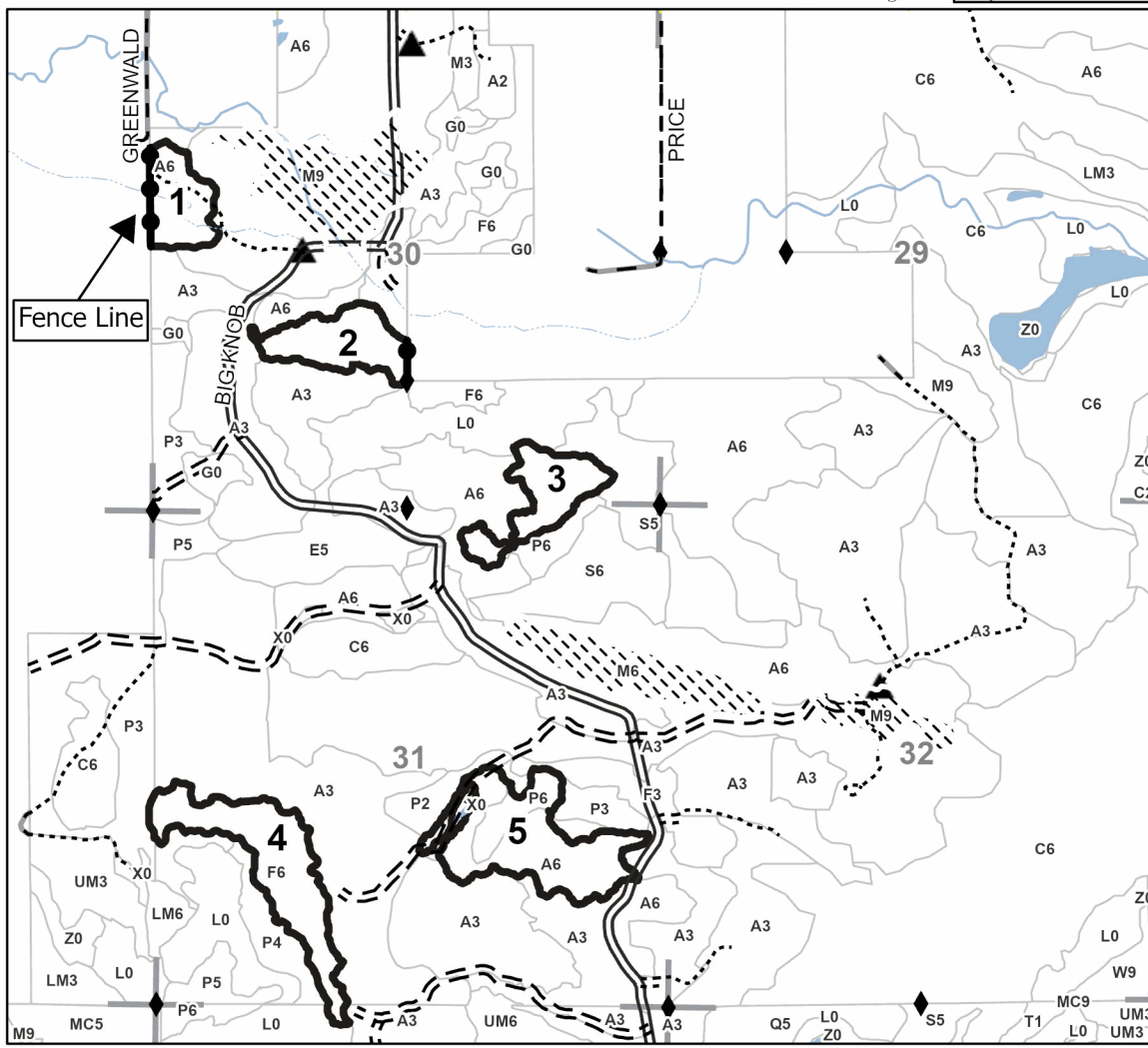
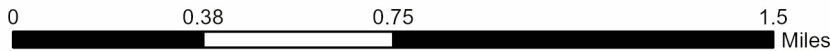
**Locator Map (1:200,000)**



**Brainfreeze Mix**

**118.9 Acres**

PU #	Acres
1	13.9
2	17.5
3	17
4	32.5
5	38



**Legend**

- Sale Boundary (Red)
- Stand
- Private Line (Blue)
- Gravel Road
- Private Road
- Primary Forest Road
- Forest Access Route
- Administrative Access Only
- Private Gravel/Dirt
- Field Grade Corner
- Berm
- Section Corners
- Nearby Sales

Use QR Code to open Map in App





Rocky Road HW (45-120-24)

T43N, R10W, SEC. 30; T43N, R10W, SEC. 31; T43N, R10W, SEC. 32; Mackinac

In response to the notice of sale to be held 3:00 p.m. (local time) on March 18, 2025, 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 &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
Paper Birch	2.7 MBF	\$ 44.00/MBF	\$ _____
Red Maple	0.8 MBF	\$ 149.00/MBF	\$ _____
Sugar Maple	123.7 MBF	\$ 354.00/MBF	\$ _____
White Ash	0.5 MBF	\$ 68.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	3 Cords	\$ 12.10/Cord	\$ _____
Beech	112 Cords	\$ 15.10/Cord	\$ _____
Mixed Hardwood	536 Cords	\$ 15.10/Cord	\$ _____
Quaking Aspen	13 Cords	\$ 28.25/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 13.10 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_ - \_\_\_ - \_\_\_ or SOCIAL 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**



<b>FOR DEPARTMENT USE ONLY</b>
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**

Brainfreeze Mix (45-121-24)

T42N, R10W, SEC. 6; T43N, R10W, SEC. 30; T43N, R10W, SEC. 31; T43N, R11W,

In response to the notice of sale to be held 3:00 p.m. (local time) on March 18, 2025, 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 &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
Sawtimber			
White Ash	1.7 MBF	\$ 68.00/MBF	\$ _____
Pulpwood			
Balsam Fir	1,467 Cords	\$ 12.10/Cord	\$ _____
Balsam Poplar	556 Cords	\$ 28.25/Cord	\$ _____
Mixed Hardwood	64 Cords	\$ 15.10/Cord	\$ _____
Paper Birch	143 Cords	\$ 7.50/Cord	\$ _____
Quaking Aspen	1,218 Cords	\$ 28.25/Cord	\$ _____
White Spruce	561 Cords	\$ 16.75/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 9.65 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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**



<b>FOR DEPARTMENT USE ONLY</b>	
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