

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7544</u>

<u>SCHEDULED SALE DATE AND TIME:</u> 2:00 p.m. (local time) on January 8, 2025. <u>LOCATION:</u> SHINGLETON MGMT UNIT, PO BOX 67, M 28 WEST, SHINGLETON, MI 49884.

<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, SHINGLETON MANAGEMENT UNIT, for certain timber on the following described lands:

<u>Four Buck No Luck 2</u> (41-005-24) / T41N, R17W, SEC. 1, SW,W1/2SE. T41N, R17W, SEC. 12, NENW,NWNE. Schoolcraft County, Advertised Price \$80,884.50, 72.0 Acres, Aspen, Hardwood.

SALE NOTE: Within Payment Unit(s) 1-3, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

Within Payment Unit(s) 1-3, harvesting is limited to the period of October 1 to March 31 to enhance the deer wintering complex.

Within Payment Unit 1, specialized equipment may be required to satisfy cutting specification of beech greater than 10 feet tall.

Snowmobile Trail 7 is shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

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.

Weasley woods (41-022-23) / T46N, R15W, SEC. 13, SWSW.

T46N, R15W, SEC. 14, SESE. T46N, R15W, SEC. 23, NENE,SESW,SWSE. T46N, R15W, SEC. 24, W1/2NW. T46N, R15W, SEC. 25, SWNW,NWSW. T46N, R15W, SEC. 26, NENW,NE,NESE. Schoolcraft County, Advertised Price \$22,864.80, 151.2 Acres, Spruce/Fir/Tamarack, Jack Pine.

SALE NOTE: This sale has been reduced due to no bid on previous advertisement.

Within Payment Unit(s) 3-5, harvesting is limited to frozen or snow-covered conditions because of threatened or endangered species.

Hauling may be restricted on the Walsh Grade by the Unit Manager or his/her representative. The restriction may occur during spring break up.

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

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

Bids must be received by the Unit Manager, SHINGLETON OFFICE, PO Box 67 M 28 West, Shingleton, MI 49884, no later than 2:00 p.m. (local time) on January 8, 2025. For further information concerning this sale, contact Robert Burnham at 906-420-1645 extension n/a.

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

Four Buck No Luck 2 (41-005-24) T41N, R17W, SEC. 1; T41N, R17W, SEC. 12. Schoolcraft County (Advertised Price \$80,884.50)

SALE NOTE: Within Payment Unit(s) 1-3, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

Within Payment Unit(s) 1-3, harvesting is limited to the period of October 1 to March 31 to enhance the deer wintering complex.

Within Payment Unit 1, specialized equipment may be required to satisfy cutting specification of beech greater than 10 feet tall.

Snowmobile Trail 7 is shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

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*	ADVERTISED PRICE	
Sawtimber				
Black Cherry	20.1	MBF	\$	74.00 / MBF
Paper Birch	4.0	MBF	\$	37.00 / MBF
Red Maple	102.5	MBF	\$	95.00 / MBF
Sugar Maple	79.9	MBF	\$	330.00 / MBF
Pulpwood				
Balsam Fir	56	Cords	\$	10.45 / Cord
Mixed Aspen	1,044	Cords	\$	24.30 / Cord
Mixed Hardwood	851	Cords	\$	20.20 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 22.90 percent. There are an estimated 2,433 cords on this timber sale, plus or minus 557 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$4,044.00 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:

PERCENT OF TOTAL SALE VALUE
43.4%
37.0%
19.6%

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

5. Operations on the contract issued will terminate on 06/30/2028.

SALE STATISTICS

PAYMENT UNIT

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

SALE VOLUMES

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

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR MINIMUM MAXIMUN		
192,201	2,433	22.90%	1,876	2,990

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
1	48,367	612	25.20%	458	767
2	53,338	675	30.74%	468	883
3	73,931	936	25.29%	699	1,173
4	16,564	210	63.48%	77	343
TOTAL:	192,201	2,433		1,701	3,165

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
1	23.4	1	23.2
		3	0.2
2	18.6	2	18.2
		3	0.4
3	22.9	1	0.1
		2	9.9
		3	12.9
4	7.1	2	4.0
		3	3.1
TOTAL:	72.0		72.0

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Cherry	Sawtimber	1.9	MBF	23.3	\$35,080.20
	Red Maple		27.3	MBF		
	Sugar Maple		75.7	MBF		
	Mixed Aspen	Pulpwood	3	Cords		
	Quaking Aspen		3	Cords		
	Mixed Hardwood		361	Cords		
	Beech		37	Cords		
	Black Cherry		10	Cords		
	Red Maple		83	Cords		
	Sugar Maple		231	Cords		
2	Black Cherry	Sawtimber	12.1	MBF	32.1	\$29,921.30
	Paper Birch		3.9	MBF		
	Red Maple		66.8	MBF		
	Sugar Maple		1.9	MBF		
	Balsam Fir	Pulpwood	48	Cords		
	Mixed Aspen		590	Cords		
	B. T. Aspen		7	Cords		
	Balsam Poplar		4	Cords		
	Quaking Aspen		579	Cords		
	Mixed Hardwood		350	Cords		
	Black Cherry		58	Cords		
	Paper Birch		7	Cords		
	Red Maple		242	Cords		
	Sugar Maple		36	Cords		
	Yellow Birch		7	Cords		
3	Black Cherry	Sawtimber	6.1	MBF	16.6	\$15,883.00
	Paper Birch		0.1	MBF		
	Red Maple		8.4	MBF		
	Sugar Maple		2.3	MBF		
	Balsam Fir	Pulpwood	8	Cords		
	Mixed Aspen		451	Cords		
	B. T. Aspen		10	Cords		
	Quaking Aspen		441	Cords		
	Mixed Hardwood		140	Cords		
	Black Cherry		52	Cords		
	Red Maple		52	Cords		
	Sugar Maple		34	Cords		
	Yellow Birch		2	Cords		
		TOTAL:	206.5	MBF		
		TOTAL:	1,951	Cords		

Sale Specific Conditions & Requirements

Sale Name: Four Buck No Luck 2

Sale Number: 41-005-24 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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 2 and 3, cut all hardwood trees that are two (2) inches or more at DBH, except do not cut oak. In addition, cut all conifer species that meet minimum merchantability requirements in General Specification 2.2 Utilization, except do not cut cedar or hemlock. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 1, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting, except do not cut hemlock, oak, cedar, or trees marked with green paint above and below stump height. In addition, all beech greater than 10 feet in height must be harvested, regardless of merchantability. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.2 - Utilization

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1-3, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) with a value over \$20,000 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, equipment operation within previously designated regeneration gaps located within Payment Units 1 and 2 should be avoided. For details on these specific locations contact Sale Administrator.

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are hemlock and oak. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated 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. 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. Berms must also be placed at intervals of not over 100 feet and at all junctions. 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 bulldozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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) 1-3, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of October 1 to March 31. This restriction is to enhance the deer wintering complex.

5.2.4 - Dead and Down Creation

5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 2 and 3, leave one, 8" diameter or larger log-length (8 foot minimum) piece on the ground for every 1 acre. These will be evenly scattered throughout the Payment Unit.

5.2.18 - Equipment requirements (1/09)

Within Payment Unit 1, specialized equipment may be required to satisfy cutting specification of beech greater than 10 feet tall.

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.

5.2.41 - Snowmobile trail protection (9/11)

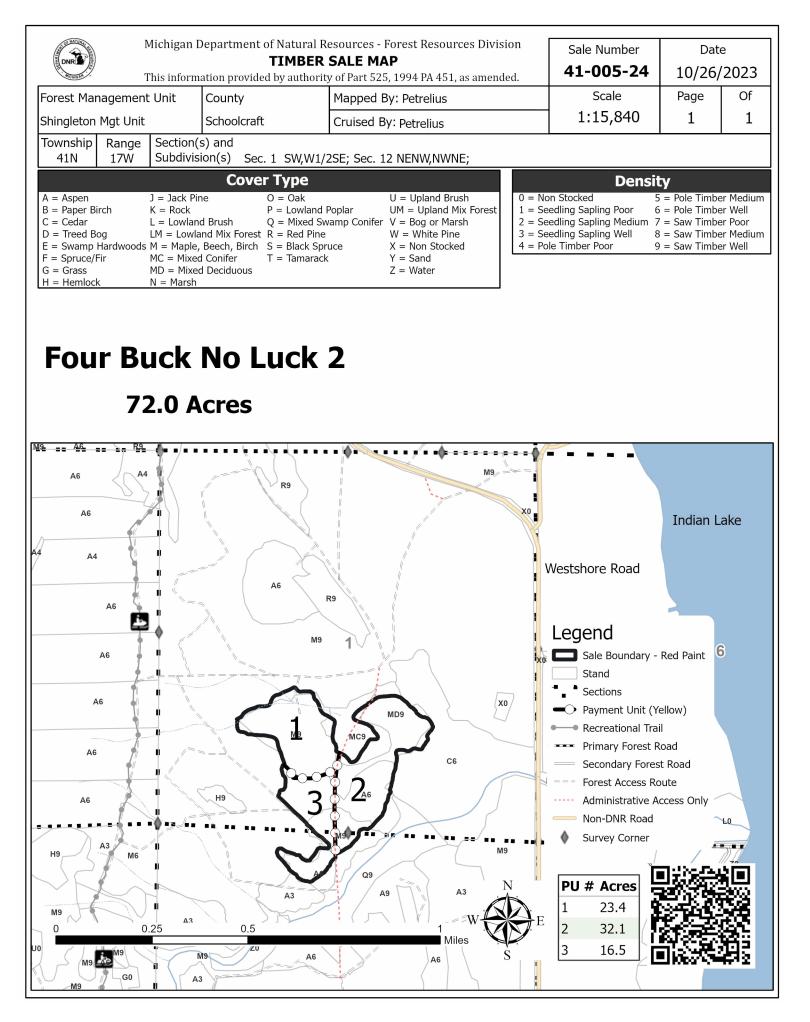
Snowmobile Trail 7 is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling between October 1 and December 1, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31.

5.8 - Protection of Endangered Species

5.8.3 - Red shoulder hawk or goshawk (1) (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from April 1 to July 30. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.



TIMBER SALE INFORMATION

Weasley woods (41-022-23)

T46N, R15W, SEC. 13; T46N, R15W, SEC. 14; T46N, R15W, SEC. 23; T46N, R15W, SEC. 24; T46N, R15W, SEC. 25; T46N, R15W, SEC. 26.

SALE NOTE: This sale has been reduced due to no bid on previous advertisement.

Within Payment Unit(s) 3-5, harvesting is limited to frozen or snow-covered conditions because of threatened or endangered species.

Hauling may be restricted on the Walsh Grade by the Unit Manager or his/her representative. The restriction may occur during spring break up.

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	3	Cords	\$	5.55 / Cord
Black Spruce	1,409	Cords	\$	6.75 / Cord
Jack Pine	489	Cords	\$	19.70 / Cord
Mixed Aspen	31	Cords	\$	12.95 / Cord
Mixed Hardwood	28	Cords	\$	10.75 / Cord
Paper Birch	32	Cords	\$	4.90 / Cord
Tamarack	153	Cords	\$	1.70 / Cord
White Pine	245	Cords	\$	10.55 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 17.02 percent. There are an estimated 2,389 cords on this timber sale, plus or minus 407 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 \$1,143.00 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	23.3%
02	31.7%
03	0.9%
04	20.1%
05	24.0%

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

5. Operations on the contract issued will terminate on 06/30/2029.

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		VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR MINIMUM MAXIMU		MAXIMUM		
188,693	2,389	17.02%	1,982	2,795		

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
1	64,348	815	22.83%	629	1,001
2	2,550	32	142.27%	0	78
3	121,795	1,542	16.45%	1,288	1,795
TOTAL:	188,693	2,389		1,917	2,874

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
1	46.7	1	19.8
		2	26.9
2	5.1	3	5.1
3	99.4	4	45.4
		5	54.0
TOTAL:	151.2		151.2

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
1	Balsam Fir	Pulpwood	1	Cords	19.8	\$5,318.20	
	Black Spruce		14	Cords			
	Jack Pine		207	Cords			
	Mixed Hardwood		1	Cords			
	Red Maple		1	Cords			
	Tamarack		19	Cords			
	White Pine		104	Cords			
2	Balsam Fir	Pulpwood	2	Cords	26.9	\$7,239.55	
	Black Spruce		18	Cords			
	Jack Pine		282	Cords			
	Mixed Hardwood		2	Cords			
	Red Maple		2	Cords			
	Tamarack		25	Cords			
	White Pine		141	Cords			
3	Black Spruce	Pulpwood	32	Cords	5.1	\$216.00	
4	Black Spruce	Pulpwood	614	Cords	45.4	\$4,602.55	
	Mixed Aspen		14	Cords			
	Quaking Aspen		14	Cords			
	Mixed Hardwood		11	Cords			
	Black Cherry		1	Cords			
	Red Maple		10	Cords			
	Paper Birch		15	Cords			
	Tamarack		50	Cords			
5	Black Spruce	Pulpwood	731	Cords	54.0	\$5,488.50	
	Mixed Aspen		17	Cords			
	Quaking Aspen		17	Cords			
	Mixed Hardwood		14	Cords			
	Black Cherry		2	Cords			
	Red Maple		12	Cords			
	Paper Birch		17	Cords			
	Tamarack		59	Cords			
TOTAL: 2,390 Cords							

Sale Number: 41-022-23 Seg#: 3

Sale Name: Weasley woods

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1-5, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any hemlock and oak. In addition, the following exceptions apply:

- Within Payment Units 1 & 2, do not cut trees marked with green paint.
- Within Payment Unit 3, do not cut white pine and cedar.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 1 & 2, shall not exceed 12 inches for trees greater than 10 inches at DBH and 4 inches for trees smaller than 10 inches at DBH. This is in order to facilitate regeneration operations.

3 - Payments

- 3.3 Pre-measured Sales
 - 3.3.4 Dividing payment units (7/14)

Payment Unit(s) \$15,000 or greater in value, 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.

- 3.4 Damaged Timber
 - 3.4.2 Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are hemlock and oak. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated 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 (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.

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. 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 the Walsh Grade by the Unit Manager or his/her representative. The restriction may occur during spring breakup.

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.

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.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, Payment Unit(s) 1 and 2 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.2 - 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) 3-5, unless changed by written agreement, cutting, skidding, and hauling are limited to frozen or snow-covered conditions. This restriction is because threatened or endangered species.

5.2.3.6 - Bark beetle restriction (12/08)

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

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

5.8 - Protection of Endangered Species

5.8.3 - Red shoulder hawk or goshawk (1) (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from April 1 to July 30. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

5.8.8 - Protected species, other (2/12)

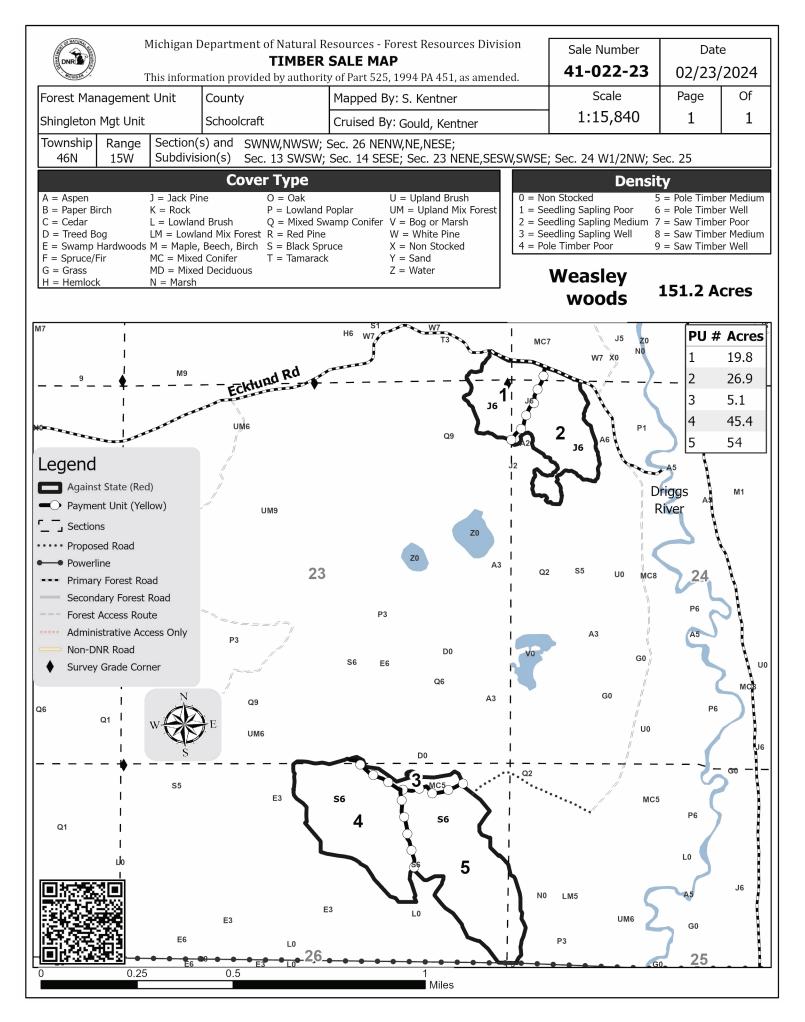
Within Payment Unit(s) 3-5, unless changed by written agreement, cutting, skidding, and hauling are limited to frozen or snow-covered conditions. This restriction is because of threatened or endangered species.

7 - Other Conditions

7.3 - Contract Modifications

7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

Four Buck No Luck 2 (41-005-24) T41N, R17W, SEC. 1; T41N, R17W, SEC. 12; Schoolcraft COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on January 8, 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.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Black Cherry	20.1	MBF	\$	74.00/MBF	\$
Paper Birch	4.0	MBF	\$	37.00/MBF	\$
Red Maple	102.5	MBF	\$	95.00/MBF	\$
Sugar Maple	79.9	MBF	\$	330.00/MBF	\$
Pulpwood					
Balsam Fir	56	Cords	\$	10.45/Cord	\$
Mixed Aspen	1,044	Cords	\$	24.30/Cord	\$
Mixed Hardwood	851	Cords	\$	20.20/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 22.90 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	te: Zip:

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: ______ Date: ______ 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

NTOF NATURAL ACTION	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)				
add Michigan - 67	TIMBER SAL	E						
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:				
			•	Forest Management Onit.				
		-	- d					
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.						
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE							
sale	 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	signatures.					
Please	Check Appropriate Categories:							
-	business is organized as (you must	check <u>one</u> of the	boxes below):					
	Sole Proprietorship (individual)							
	Partnership							
C. L	Corporation							
2. You	u must check <u>one</u> of the boxes below	v:						
A. [I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the				
	 B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty- 							
	one (21) days of the contract award.							
	ou have checked item 2(A) or 2(B), n yourself, including family members			of both full-time and part-time employees, other u must enter "0").				
	Full-time Er	nnlovees		Part-time Employees				
		npioyees						
Name of E	Business		Federal ID (or)	Social Security No.				
Address			Telephone					
Otto		04-4-	()					
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	Title Date							

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

Weasley woods (41-022-23) T46N, R15W, SEC. 13; T46N, R15W, SEC. 14; T46N, R15W, SEC. 23; T46N,

In response to the notice of sale to be held 2:00 p.m. (local time) on January 8, 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.

PRODUCTS & SPECIES Pulpwood	ESTIMATED V	OLUME*	ADV	ERTISED PRICE	BID	PRICE/UNIT
Balsam Fir	3 (Cords	\$	5.55/Cord	\$	
Black Spruce	1,409 0	Cords	\$	6.75/Cord	\$	
Jack Pine	489 0	Cords	\$	19.70/Cord	\$	
Mixed Aspen	31 (Cords	\$	12.95/Cord	\$	
Mixed Hardwood	28 0	Cords	\$	10.75/Cord	\$	
Paper Birch	32 0	Cords	\$	4.90/Cord	\$	
Tamarack	153 (Cords	\$	1.70/Cord	\$	
White Pine	245 0	Cords	\$	10.55/Cord	\$	

*The volumes are statistically estimated within plus (+) or minus (-) 17.02 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:	[_]
Company or individual bidding:			
Company representative's name:			
Address:			_
City:	State:	Zip:	_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: ______ Date: _____ 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

TOF NATURAL PERSON	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY				
	TIMBER SAL	E		Sale Number (XX – XXX – XX – XX)				
	VERIFICATION OF WORKE	R'S DISABILIT	Y	Forest Management Unit:				
			•	Forest Management Onit.				
	As required by Act 317, P.A. 1969 (Work	-	nd					
VEDIEN	Part 5 of Act 451 of 1994, as amended.							
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE							
sale	 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. 							
twe	 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 I	Information must be typed or printed	except for written s	signatures.					
Please	Check Appropriate Categories:							
-	business is organized as (you must	check <u>one</u> of the	boxes below)	:				
	☐ Sole Proprietorship (individual)							
	☐ Partnership							
C. L	Corporation							
	u must check <u>one</u> of the boxes below							
A. L	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	t the sole proprietor. I am not subject to the				
	 B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). 							
C. [I certify my business has a Worker's 0 one (21) days of the contract award.	Compensation Policy	 I will provide 	an original Certificate of Insurance within twenty-				
	ou have checked item 2(A) or 2(B), n yourself, including family members			r of both full-time and part-time employees, other ou must enter "0").				
	Full-time Er	nnlovees		Part-time Employees				
		nproyooo						
Name of E	Business		Federal ID (or)	Social Security No.				
Address			Telephone					
			()					
City		State	ZIP					
l hereby	certify that the above information is	true and correct	Lagree to not	tify the Michigan DNR of any changes that occur				
	s affecting my coverage during any o							
Signature of Owner or Authorized Representative								
Title	Title Date							

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