

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7693

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on August 28, 2025. LOCATION: NEWBERRY MGMT UNIT, 5666 S STATE HWY M 123, NEWBERRY, MI 49868.

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

The Dana Hurt Pains (42-001-25) / T46N, R12W, SEC. 13, NW,W1/2NE,NWSW.

T46N, R12W, SEC. 14, SENW, SWNE, NESW, NWSE.

Luce County, Advertised Price \$6,235.35, 78.0 Acres, Spruce/Fir/Tamarack, Hardwood.

SALE NOTE: 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.

Within Payment Unit(s) 1-3, it is recommended, that harvesting occur during summer or frozen winter conditions because of wet soil types.

The Land Of Milk And Honey (42-008-25) / T46N, R12W, SEC. 22, SENE, NESE.

Luce County, Advertised Price \$6,062.95, 29.8 Acres, White Pine, Hardwood.

SALE NOTE: No new roads will be permitted in any Payment Unit.

The County must be contacted prior to constructing an access spur road leading off of the County Road R-O-W.

Within Payment Unit(s) 1 and 2 harvesting is limited to frozen winter conditions (typically from December 15 to March 15) because of poorly drained soil conditions.

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. See Sale Spec 5.2.17 for additional information.

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

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, 5666 S STATE HWY M 123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on August 28, 2025. For further information concerning this sale, contact Keith Magnusson at 906-291-0120 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

The Dana Hurt Pains (42-001-25)
T46N, R12W, SEC. 13; T46N, R12W, SEC. 14.
Luce County (Advertised Price \$6,235.35)

SALE NOTE: 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.

Within Payment Unit(s) 1-3, it is recommended, that harvesting occur during summer or frozen winter conditions because of wet soil types.

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* | | <u>ADVE</u> | ADVERTISED PRICE | |
|--------------------|------------------|-------|-------------|------------------|--|
| Pulpwood | | | | | |
| Balsam Fir | 119 | Cords | \$ | 5.30 / Cord | |
| Black Spruce | 729 | Cords | \$ | 3.40 / Cord | |
| Mixed Hardwood | 309 | Cords | \$ | 6.55 / Cord | |
| N. White Cedar | 60 | Cords | \$ | 2.55 / Cord | |
| Paper Birch | 247 | Cords | \$ | 1.90 / Cord | |
| Tamarack | 12 | Cords | \$ | 3.60 / Cord | |
| White Pine | 37 | Cords | \$ | 11.80 / Cord | |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 15.97 percent. There are an estimated 1,514 cords on this timber sale, plus or minus 242 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 \$312.00 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 | 12.3% |
| 02 | 24.7% |
| 03 | 63.0% |

- 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 RANGE IN CO | | |
|---|------------------|-------------|--------------------------------|---------|---------|
| | TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM |
| ſ | 119,638 | 1,514 | 15.97% | 1,273 | 1,756 |

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 |
| 30 | 22,909 | 290 | 34.08% | 191 | 389 |
| 36 | 17,868 | 226 | 37.48% | 141 | 311 |
| 48 | 35,017 | 443 | 29.19% | 314 | 573 |
| 54 | 21,848 | 277 | 37.46% | 173 | 380 |
| 77 | 21,995 | 278 | 48.97% | 142 | 415 |
| TOTAL: | 119,638 | 1,514 | | 961 | 2,067 |

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 |
|--------|-----------|----|----------|
| 30 | 15.0 | 2 | 15.0 |
| 36 | 9.8 | 1 | 9.8 |
| 48 | 27.8 | 3 | 27.8 |
| 54 | 14.4 | 3 | 14.4 |
| 77 | 11.0 | 3 | 11.0 |
| TOTAL: | 78.0 | | 78.0 |

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|----------------|----------|----------|-------|-------|-----------------|
| 1 | Black Spruce | Pulpwood | 162 | Cords | 9.8 | \$763.90 |
| | Mixed Hardwood | | 12 | Cords | | |
| | Red Maple | | 12 | Cords | | |
| | N. White Cedar | | 34 | Cords | | |
| | Paper Birch | | 10 | Cords | | |
| | Tamarack | | 8 | Cords | | |
| 2 | Balsam Fir | Pulpwood | 35 | Cords | 15.0 | \$1,542.45 |
| | Black Spruce | | 69 | Cords | | |
| | Mixed Hardwood | | 123 | Cords | | |
| | Black Cherry | | 3 | Cords | | |
| | Red Maple | | 93 | Cords | | |
| | Yellow Birch | | 27 | Cords | | |
| | N. White Cedar | | 26 | Cords | | |
| | Paper Birch | | 20 | Cords | | |
| | White Pine | | 18 | Cords | | |
| 3 | Balsam Fir | Pulpwood | 84 | Cords | 53.2 | \$3,929.00 |
| | Black Spruce | | 498 | Cords | | |
| | Mixed Hardwood | | 174 | Cords | | |
| | Red Maple | | 174 | Cords | | |
| | Paper Birch | | 217 | Cords | | |
| | Tamarack | | 4 | Cords | | |
| | White Pine | | 19 | Cords | | |
| | | TOTAL: | 1,513 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: The Dana Hurt Pains Sale Number: 42-001-25 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted Boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red and 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 & 2, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut white pine over 20 inches in diameter or any hemlock.

Within Payment Unit(s) 3, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any hemlock, cedar, or special protection trees marked with green paint. In addition, within Payment Unit 3, leave 1-2 mature white pine, quaking aspen, or paper birch trees per acre.

Trees may be removed for equipment operability, see sale specification 4.1.4. 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) 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.

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (1/25)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green paint and are of various species. If Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay triple stumpage or triple district average prices, whichever is applicable, 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

4.1.4 - Timber Removed for Construction (3/23)

Trees cut or damaged in the process of pre-approved road, landing, or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the Sale Administrator. Payment will be made at contract prices or average prices, if not on the contract.

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, 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.

4.2 - Maintenance

4.2.2 - Fill Material (4/07)

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

Note that: One such hole exists on the access road into the north part of Payment Unit 3.

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.

5.2.17 - Timber Mats and Interlocking Composite Mats (5/23)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. Skid roads or trails may need extra protection at locations shown on the Timber Sale Map as intermittent streams. If available, mats may be borrowed from the DNR. A Timber Sale Contract Amendment will be used to document the Purchaser's use of the DNR's mats. Contact the Sale Administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office and the Marquette ICC. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the Sale Administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$700.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

5.2.22 - Operating Caution

5.2.22.1 - Operating Caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1-3, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of wet soil types.

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.

5.4 - Soil Protection

5.4.5 - Soil Caution (11/04)

Care must be taken to minimize soil damage in wetland areas.

5.4.6 - Wet Area Protection (5/10)

No harvesting operations, including skidding and felling, are to take place within depression areas or drainages. When harvesting occurs, there should be no disturbance to a depression or drainages. All equipment, trees and tops should be kept out of this area. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

5.8 - Protection of Endangered Species

5.8.5 - Protection of Raptor Nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an onsite evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on County Road 442 prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

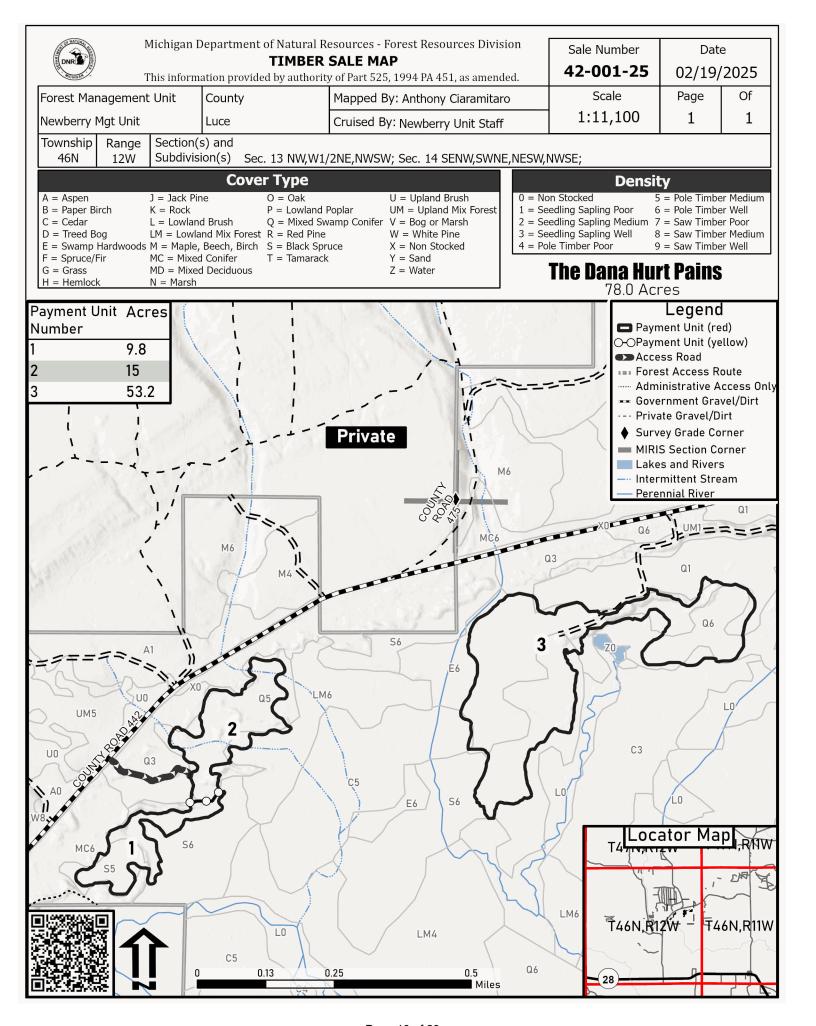
7 - Other Conditions

7.2 - Extensions

7.2.5 - Weather-Related Extension (1/13)

If weather conditions during the operating period of this contract prevent harvesting, this sale may qualify for a weather-related extension. If approved, the normal extension fee would be waived. To qualify, there must be a documented attempt each year to harvest in the difficult portion of the sale.

Section Name: Sale Specific Current as of 6/11/2025 7:57:26AM



TIMBER SALE INFORMATION

The Land Of Milk And Honey (42-008-25)
T46N, R12W, SEC. 22.
Luce County (Advertised Price \$6,062.95)

SALE NOTE: No new roads will be permitted in any Payment Unit.

The County must be contacted prior to constructing an access spur road leading off of the County Road R -O-W.

Within Payment Unit(s) 1 and 2 harvesting is limited to frozen winter conditions (typically from December 15 to March 15) because of poorly drained soil conditions.

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. See Sale Spec 5.2.17 for additional information.

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* A | OVERTISED PRICE |
|--------------------|------------------|----------|-----------------|
| Sawtimber | | | |
| Paper Birch | 0.6 N | /BF \$ | 21.00 / MBF |
| Red Maple | 6.7 N | MBF \$ | 25.00 / MBF |
| Pulpwood | | | |
| Balsam Fir | 36 C | Cords \$ | 5.30 / Cord |
| Mixed Hardwood | 215 C | Cords \$ | 6.55 / Cord |
| Mixed Spruce | 14 C | Cords \$ | 3.40 / Cord |
| White Pine | 359 C | Cords \$ | 11.80 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 19.87 percent. There are an estimated 641 cords on this timber sale, plus or minus 127 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 \$303.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

01

23.6%

02

76.4%

- 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 | | | STATISTICAL RANGE IN CORD | | |
|------------------|-------------|---------------|---------------------------|---------|--|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM | |
| 50,612 | 641 | 19.87% | 513 | 768 | |

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 |
| 60 | 16,613 | 210 | 29.72% | 148 | 273 |
| 70 | 33,999 | 430 | 26.22% | 318 | 543 |
| TOTAL: | 50,612 | 641 | | 465 | 816 |

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 |
|--------|-----------|----|----------|
| 60 | 9.4 | 1 | 9.4 |
| 70 | 20.4 | 2 | 20.4 |
| TOTAL: | 29.8 | | 29.8 |

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|----------|-------|-------|-----------------|
| 1 | Paper Birch | Sawtimber | 0.6 | MBF | 9.4 | \$1,432.90 |
| | Red Maple | | 5.8 | MBF | | |
| | Balsam Fir | Pulpwood | 36 | Cords | | |
| | Mixed Hardwood | | 138 | Cords | | |
| | Beech | | 1 | Cords | | |
| | Paper Birch | | 1 | Cords | | |
| | Quaking Aspen | | 6 | Cords | | |
| | Red Maple | | 130 | Cords | | |
| | Mixed Spruce | | 8 | Cords | | |
| | White Spruce | | 8 | Cords | | |
| | White Pine | | 13 | Cords | | |
| 2 | Red Maple | Sawtimber | 0.9 | MBF | 20.4 | \$4,630.05 |
| | Mixed Hardwood | Pulpwood | 77 | Cords | | |
| | Paper Birch | | 13 | Cords | | |
| | Red Maple | | 64 | Cords | | |
| | Mixed Spruce | | 6 | Cords | | |
| | Black Spruce | | 6 | Cords | | |
| | White Pine | | 346 | Cords | | |
| | | TOTAL: | 7.3 | MBF | | |
| | | TOTAL: | 624 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: The Land Of Milk And Honey Sale Number: 42-008-25 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, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.4 - Designated Timber Unit(s) (6/17)

Within Payment Unit(s) 1-2, all trees are designated for cutting which meet minimum piece specifications in 2.2 Utilization, except do not cut white pine over 20 inches at DBH, any cedar, hemlock or yellow birch.

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.

4.1.4 - Timber Removed for Construction (3/23)

Trees cut or damaged in the process of pre-approved road, landing, or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the Sale Administrator. Payment will be made at contract prices or average prices, if not on the contract.

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, 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. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. 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.

4.1.12 - No New Roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Only spur roads with T turnarounds off of the county road will be allowed.

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The County must be contacted prior to constructing an access spur road leading off of the County Road R-O-W.

5 - Operations

5.2 - Conduct of Operations

5.2.1.11 - Slash for Reforestation (3/21)

To facilitate reforestation, the Sale Area 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) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are limited to frozen winter conditions (typically from December 15 to March 15). This restriction is because of poorly drained soil conditions.

5.2.17 - Timber Mats and Interlocking Composite Mats (5/23)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. If available, mats may be borrowed from the DNR. A Timber Sale Contract Amendment will be used to document the Purchaser's use of the DNR's mats. Contact the Sale Administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office and the Marquette ICC. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the Sale Administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$700.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

5.2.32 - Decking/Landing Restoration (9/13)

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

5.2.37 - No Decking Areas (12/08)

No decking is allowed within 50 feet of County Road 421, without permission from the Unit Manager or his/her representative.

5.2.38 - No Decking Against Live Trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

5.4 - Soil Protection

5.4.1 - Rutting Restriction, General (7/16)

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

5.4.5 - Soil Caution (11/04)

Care must be taken to minimize soil rutting damage due to wet soil types.

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.

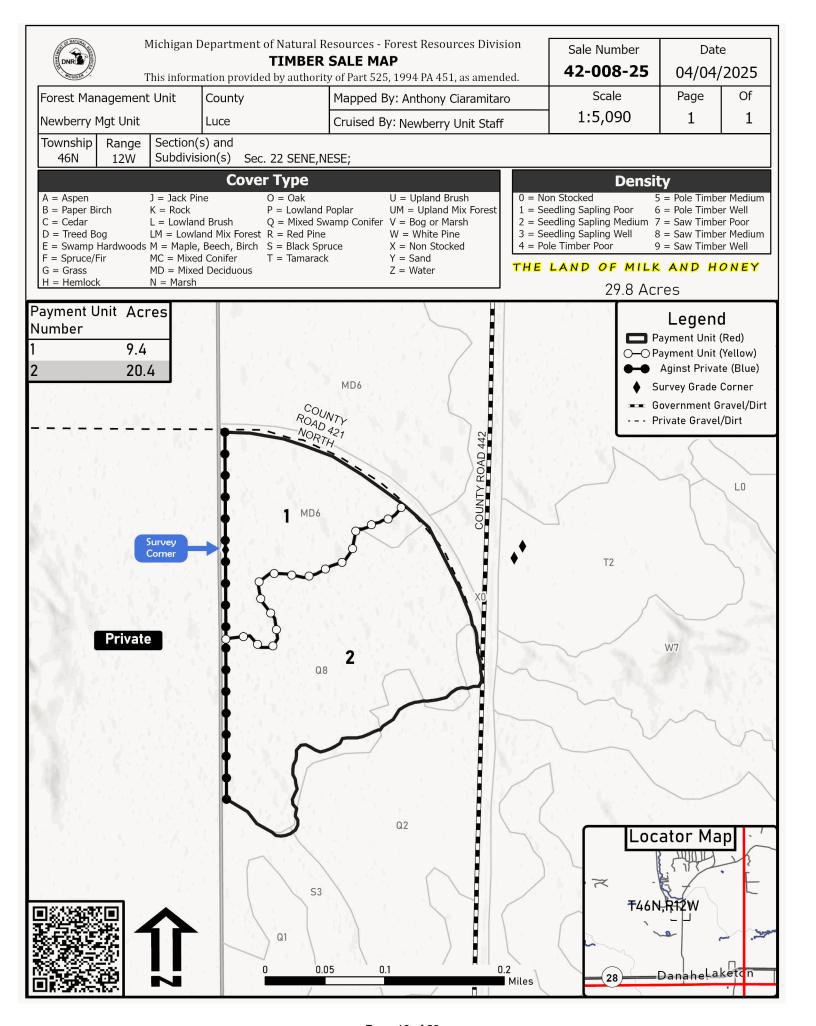
7 - Other Conditions

7.2 - Extensions

7.2.5 - Weather-Related Extension (1/13)

If weather conditions during the operating period of this contract prevent harvesting, this sale may qualify for a weather-related extension. If approved, the normal extension fee would be waived. To qualify, there must be a documented attempt each year to harvest in the difficult portion of the sale.

Section Name: Sale Specific Current as of 7/28/2025 12:58:01PM



BID FORM

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

The Dana Hurt Pains (42-001-25)

T46N, R12W, SEC. 13; T46N, R12W, SEC. 14; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on August 28, 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 | <u>ESTIMATED</u> | VOLUME* | <u>IE*</u> <u>ADVERTISED PRICE</u> | | <u>BID PRICE/U</u> | NIT |
|--------------------|------------------|---------|------------------------------------|------------|--------------------|-----|
| Pulpwood | | | | | | |
| Balsam Fir | 119 | Cords | \$ | 5.30/Cord | \$ | _ |
| Black Spruce | 729 | Cords | \$ | 3.40/Cord | \$ | _ |
| Mixed Hardwood | 309 | Cords | \$ | 6.55/Cord | \$ | _ |
| N. White Cedar | 60 | Cords | \$ | 2.55/Cord | \$ | _ |
| Paper Birch | 247 | Cords | \$ | 1.90/Cord | \$ | _ |
| Tamarack | 12 | Cords | \$ | 3.60/Cord | \$ | _ |
| White Pine | 37 | Cords | \$ | 11.80/Cord | \$ | _ |
| | | | | | | |

*The volumes are statistically estimated within plus (+) or minus (-) 15.97 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 AVAILA | ABLE, PLEASE PLACE THE PERSON | NALIZED LABEL FROM | YOUR PROSPECTUS IN TI | HE ABOVE BOX. | |
| Individual | or company representative's signatur | e: | | Date: | |
| Phone nu | hone 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



Title

Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

| FOR DEPARTMENT USE ONLY |
|----------------------------------|
| Sale Number (XX – XXX – XX – XX) |
| Forest Management Unit: |
| rofest Management Onit. |

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 <u>one</u> of the boxes below): A.

 Sole Proprietorship (individual) B.

 Partnership C.

 Corporation 2. You **must** check one of the boxes below: A. \square 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. \(\Backslash \) 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 twentyone (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 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

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

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

The Land Of Milk And Honey (42-008-25) T46N, R12W, SEC. 22; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on August 28, 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 | ESTIMATED VOLUME* | ADVERTISED PRICE | BID PRICE/UNIT |
|--------------------|-------------------|------------------|----------------|
| Sawtimber | | | |
| Paper Birch | 0.6 MBF | \$ 21.00/MBF | \$ |
| Red Maple | 6.7 MBF | \$ 25.00/MBF | \$ |
| Pulpwood | | | |
| Balsam Fir | 36 Cords | \$ 5.30/Cord | \$ |
| Mixed Hardwood | 215 Cords | \$ 6.55/Cord | \$ |
| Mixed Spruce | 14 Cords | \$ 3.40/Cord | \$ |
| White Pine | 359 Cords | \$ 11.80/Cord | \$ |

*The volumes are statistically estimated within plus (+) or minus (-) 19.87 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 AVAILA | ABLE, PLEASE PLACE THE PERSO | NALIZED LABEL FROM | I YOUR PROSPECTUS IN T | THE ABOVE BOX. | • |
| Individual | l or company representative's signatu | re: | | Date: | |
| Dhone ni | ımher : | Email / | (optional): | | |

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE **VERIFICATION OF WORKER'S DISABILITY** COMPENSATION ACT COMPLIANCE

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

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

- 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 hoves 2B or 2C are checked, then Notice of Exclusion or Cortificate of Insurance must be submitted within

| | twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. | | |
|------------|---|--------------------------|--|
| • | All Information must be typed or printed except for written signatures. | | |
| Ple | Please Check Appropriate Categories: | | |
| 1. | My business is organized as (you must check one of the boxes below A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation | ow): | |
| 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 o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. | | |
| 3. | If you have checked item 2(A) or 2(B), you must indicate the numbers and active partners (if none Full-time Employees | | |
| Nam | Name of Business Federal ID | (or) Social Security No. | |
| Add | Address Telephone () | | |
| City | City State ZIP | | |
| in fa _ | I hereby certify that the above information is true and correct. I agree to in factors affecting my coverage during any of my present and future ope Signature of Owner or Authorized Representative | | |
| ī | Title | Date | |

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

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