

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7607</u>

<u>SCHEDULED SALE DATE AND TIME:</u> 10:00 a.m. (local time) on April 21, 2025. <u>LOCATION:</u> SAULT DNR CUSTOMER SERVICE CENTER, 4131 S. M-129, SAULT STE MARIE, MI 49783.

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

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

<u>Prentiss Bay Mix</u> (45-001-25) / T42N, R02E, SEC. 17, W1/2SW. T42N, R02E, SEC. 18, N1/2SE,SESE. T42N, R02E, SEC. 19, N1/2SW. T42N, R02E, SEC. 7 , S1/2NE,NESE. Chippewa County, Advertised Price \$45,135.30, 107.2 Acres, Hardwood, Aspen.

SALE NOTE: Mixed sale with hardwood, aspen, and red pine. One winter restricted unit.

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.

Sprucing Up Gaines (45-005-25) / T45N, R01W, SEC. 21, NENE,S1/2NE. T45N, R01W, SEC. 22, NWNW,S1/2NW,NWSW. Chippewa County, Advertised Price \$7,419.90, 61.9 Acres, Spruce/Fir/Tamarack, Aspen.

SALE NOTE: 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.

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

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

Bids must be received by the Unit Manager, SAULT STE MARIE OFFICE, 4131 S. M-129, Sault Ste Marie, MI 49783, no later than 10:00 a.m. (local time) on April 21, 2025. For further information concerning this sale, contact Kenny Fanelli at 906-287-1380 extension.

2. Bidder's Qualifications (10/22)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Worker's Compensation (10/22)

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

10. Timber Sale Contract (10/22)

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

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

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

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

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

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

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

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

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

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

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

14. Good Neighbor Authority (GNA) Requirements, con't (10/22)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.

b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

Scott Bowen Director

TIMBER SALE INFORMATION

Prentiss Bay Mix (45-001-25)

T42N, R02E, SEC. 17; T42N, R02E, SEC. 18; T42N, R02E, SEC. 19; T42N, R02E, SEC. 7.

Chippewa County (Advertised Price \$45,135.30)

SALE NOTE: Mixed sale with hardwood, aspen, and red pine. One winter restricted unit.

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*	ADV	ERTISED PRICE
Sawtimber				
Red Maple	3.1	MBF	\$	73.00 / MBF
Sugar Maple	44.9	MBF	\$	311.00 / MBF
Pulpwood				
Balsam Fir	127	Cords	\$	6.80 / Cord
Mixed Aspen	596	Cords	\$	15.40 / Cord
Mixed Hardwood	740	Cords	\$	11.65 / Cord
Mixed Spruce	36	Cords	\$	7.15 / Cord
Paper Birch	62	Cords	\$	5.85 / Cord
Red Pine	170	Cords	\$	68.60 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 17.92 percent. There are an estimated 1,843 cords on this timber sale, plus or minus 330 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 \$3,611.00 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

UNIT NUMBER	PERCENT OF TOTAL SALE VAL
01	6.4%
02	26.0%
03	6.6%
04	22.4%
05	33.5%
06	5.1%

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

5. Operations on the contract issued will terminate on 12/31/2029.

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 RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
145,635	1,843	17.92%	1,513	2,174

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
10	14,320	181	33.89%	120	243
27	37,532	475	40.04%	285	665
40	47,757	605	23.45%	463	746
48	15,964	202	66.23%	68	336
50	13,898	176	29.34%	124	228
72	16,165	205	90.95%	19	391
TOTAL:	145,635 1,843			1,079	2,608

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
10	18.1	2	18.1
27	20.3	4	20.3
40	29.1	5	29.1
48	10.5	1	10.5
50	19.9	6	19.9
72	9.3	3	9.3
TOTAL:	107.2		107.2

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU		PRODUCT				
	MARKET GROUP		QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	16	Cords	10.5	\$2,869.70
	Mixed Aspen		162	Cords		
	B. T. Aspen		4	Cords		
	Balsam Poplar		13	Cords		
	Quaking Aspen		145	Cords		
	Mixed Hardwood		21	Cords		
	Red Maple		21	Cords		
	Mixed Spruce		3	Cords		
	White Spruce		3	Cords		
2	Balsam Fir	Pulpwood	9	Cords	18.1	\$11,737.50
	Mixed Spruce		2	Cords		
	White Spruce		2	Cords		
	Red Pine		170	Cords		
3	Red Maple	Sawtimber	1.1	MBF	9.3	\$2,964.25
	Sugar Maple		1.1	MBF		
	Balsam Fir	Pulpwood	6	Cords		
	Mixed Aspen		101	Cords		
	B. T. Aspen		101	Cords		
	Mixed Hardwood		67	Cords		
	Red Maple		54	Cords		
	Sugar Maple		13	Cords		
	Mixed Spruce		10	Cords		
	White Spruce		10	Cords		
	Paper Birch		16	Cords		
					00.0	* 40.444.45
4	Red Maple	Sawtimber	1.5	MBF	20.3	\$10,111.15
	Sugar Maple		14.4	MBF		
	Balsam Fir	Pulpwood	37	Cords		
	Mixed Aspen		166	Cords		
	B. T. Aspen		121	Cords		
	Quaking Aspen		45	Cords		
	Mixed Hardwood		230	Cords		
	Ironwood		3	Cords		
	Red Maple		32	Cords		
	Sugar Maple		195	Cords		
	Mixed Spruce		5	Cords		
	White Spruce		5	Cords		
5	Red Maple	Sawtimber	0.5	MBF	29.1	\$15,161.35
	Sugar Maple		29.4	MBF		
	Balsam Fir	Pulpwood	37	Cords		
	Mixed Aspen		37	Cords		
	B. T. Aspen		27	Cords		
	Quaking Aspen		10	Cords		
	Mixed Hardwood		422	Cords		
	Ironwood		3	Cords		
	Red Maple		90	Cords		
	Sugar Maple		329	Cords		
	Mixed Spruce		12	Cords		
	-		12	Cords		
	White Spruce					
	Paper Birch		27	Cords		** • • •
6	Balsam Fir	Pulpwood	22	Cords	19.9	\$2,291.35
	Mixed Aspen		130	Cords		
	Quaking Aspen		130	Cords		
	Mixed Spruce		4	Cords		
I	White Spruce		4	Cords		
	Paper Birch		19	Cords		

TOTAL:	48.0	MBF
TOTAL:	1,731	Cords

Sale Specific Conditions & Requirements

Sale Name: Prentiss Bay Mix

Sale Number: 45-001-25 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, as well as cover type changes. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint, with the exception of Payment Unit 2 which is unpainted, and all operations should be contained within the pine plantation. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid unless marked with green paint between Payment Units 3 and 5. Yellow marked trees between Payment Units 1 and 2 should only be cut if marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 3, and 6, cut all trees that are two (2) inches or more at DBHexcept do not cut white pine, oak, yellow birch, cedar, or hemlock.

2.1.3 - Cut Tree Marked Unit(s) (12/08)

Within Payment Unit(s) 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.7 - Leave Tree Marked Unit(s) (6/14)

Within Payment Unit(s) 4 and 5, all trees which meet minimum piece specifications in 2.2 Utilization, are designated for cutting , except do not cut any cedar, oak, hemlock, white pine, yellow birch, or trees marked with green paint above and below stump height. In addition, cut all balsam fir that is two (2) inches or more at DBH.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit 2 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing Payment Units (7/14)

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

3.4 - Damaged Timber

3.4.1 - Damaged timber (7/16)

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

Within Payment Units 4 and 5, if more than 10% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the Sale Area are damaged, liquidated damages will be assessed at \$500 per acre for all acreage within that specified portion of the Sale Area that was damaged.

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

4 - Transportation

4.1 - Construction

4.1.3 - Slash and Earthen Piles (8/04)

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

4.1.6 - Road Construction (4/24)

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

4.1.7 - Road Closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the Sale Administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling Restriction (12/08)

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

4.2.4 - Grading (10/16)

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

4.2.5 - Two Wheel Drive Condition (2/04)

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

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash Height (12/08)

No slash or tree tops may exceed 24 inches in height. This spec only applies to Payment Units 1-3 and 6.

5.2.1.11 - Slash for Reforestation (3/21)

To facilitate reforestation, Payment Units 4 and 5, shall be left with slash unevenly distributed. Slash should be left as it falls and not processed more than necessary to utilize all merchantable material. Processing sites shall not be left with a compacted layer of slash unless needed for operability.

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) 6, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 through March 31. This restriction is because of the deer yard and the possible need for frozen conditions to access the unit.

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 Prentiss Bay Road without permission from the Chippewa County Road Commission.

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

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

5.2.39 - ORV Trail/Route Protection (4/18)

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

5.4 - Soil Protection

5.4.2 - Skid Trails (2/04)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of Raptor Nests (3/13)

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

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

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road Posting (10/20)

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

6.2.3 - Recreational Trail Posting (10/20)

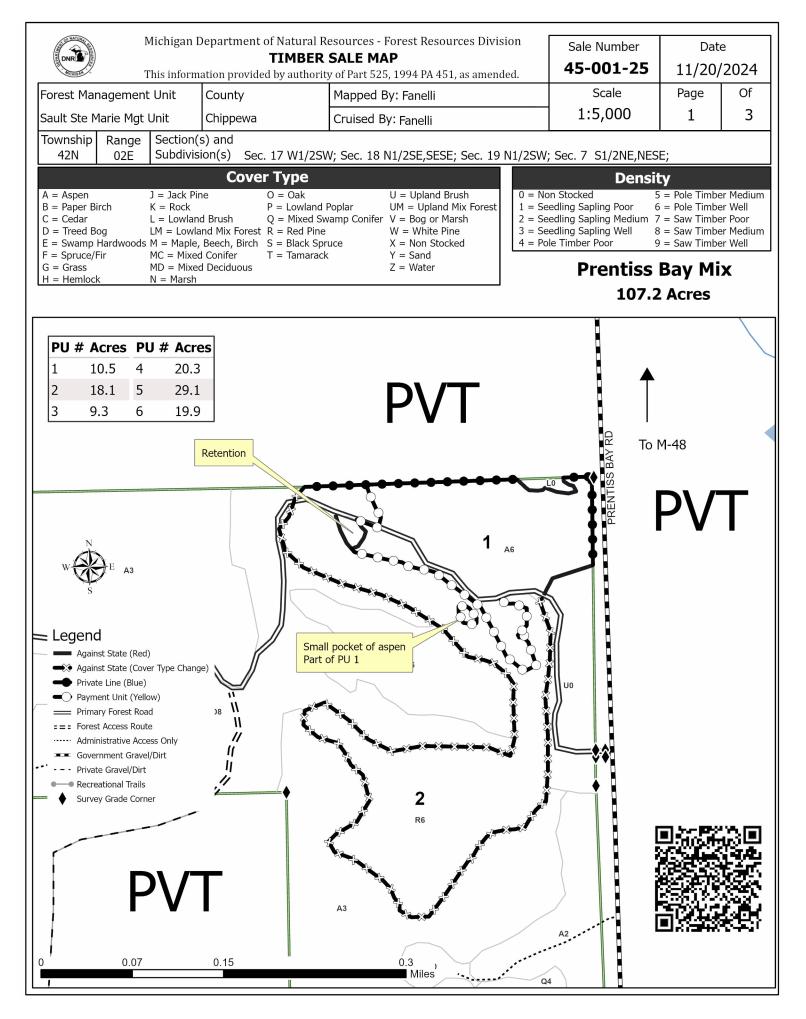
The Purchaser is responsible for posting and maintaining caution signs on the Birch Hill Motorcycle Trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed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

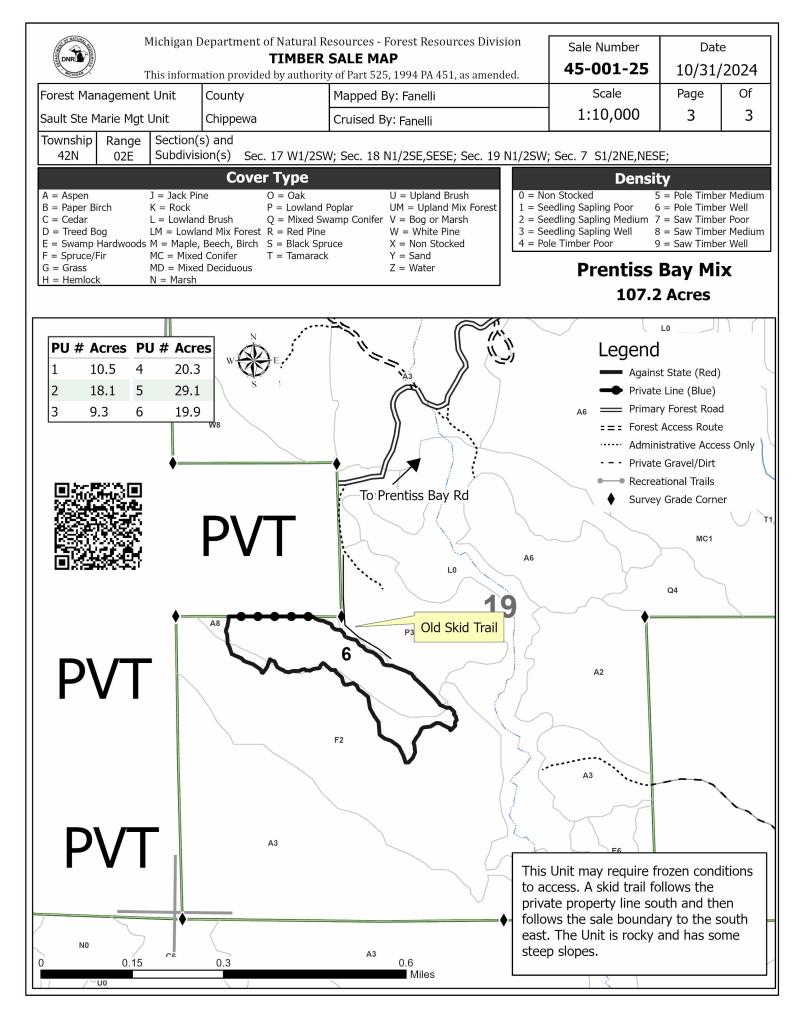
7 - Other Conditions

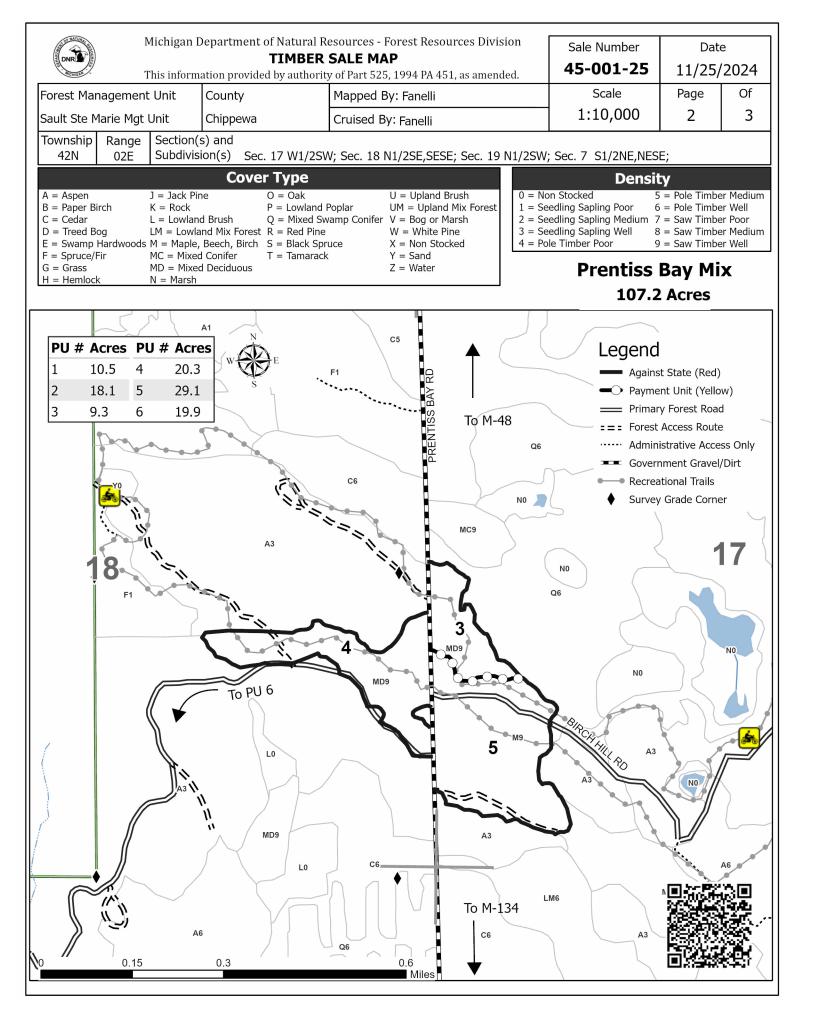
7.5 - Loss

7.5.1 - Deteriorating Timber (7/09)

The Sale Area has received damage from spruce budworm. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.







TIMBER SALE INFORMATION

Sprucing Up Gaines (45-005-25) T45N, R01W, SEC. 21; T45N, R01W, SEC. 22. Chippewa County (Advertised Price \$7,419.90)

SALE NOTE: 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	<u>ESTIMATE</u>	D UNITS*	ADVE	ERTISED PRICE
Sawtimber				
Red Maple	3.9	MBF	\$	73.00 / MBF
Pulpwood				
Balsam Fir	9	Cords	\$	6.80 / Cord
Black Spruce	718	Cords	\$	7.15 / Cord
Mixed Aspen	49	Cords	\$	15.40 / Cord
Mixed Hardwood	34	Cords	\$	11.65 / Cord
Tamarack	168	Cords	\$	4.70 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 15.24 percent. There are an estimated 986 cords on this timber sale, plus or minus 150 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 \$594.00 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	54.5%
02	45.5%

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

5. Operations on the contract issued will terminate on 12/31/2029.

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	MAXIMUM		
77,926	986	15.24%	836	1,137		

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		VOLUME		N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
14	77,926	986	15.25%	836	1,137
TOTAL:	TOTAL: 77,926 986			836	1,137

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
14	61.9	1	33.6
14	61.9	2	28.3
TOTAL:	123.8		61.9

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

· · · · · ·						
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	2.1	MBF	33.6	\$4,040.65
	Balsam Fir	Pulpwood	5	Cords		
	Black Spruce		390	Cords		
	Mixed Aspen		27	Cords		
	B. T. Aspen		2	Cords		
	Balsam Poplar		2	Cords		
	Quaking Aspen		23	Cords		
	Mixed Hardwood		19	Cords		
	Paper Birch		2	Cords		
	Red Maple		15	Cords		
	<pre>>berry (Juneberry)</pre>		2	Cords		
	Tamarack		91	Cords		
2	Red Maple	Sawtimber	1.8	MBF	28.3	\$3,379.25
	Balsam Fir	Pulpwood	4	Cords		
	Black Spruce		328	Cords		
	Mixed Aspen		22	Cords		
	B. T. Aspen		1	Cords		
	Balsam Poplar		1	Cords		
	Quaking Aspen		20	Cords		
	Mixed Hardwood		15	Cords		
	Paper Birch		1	Cords		
	Red Maple		12	Cords		
	<pre>>berry (Juneberry)</pre>		2	Cords		
	Tamarack		77	Cords		
		TOTAL:	3.9	MBF		
		TOTAL:	978	Cords		

Sale Specific Conditions & Requirements

Sale Name: Sprucing Up Gaines

Sale Number: 45-005-25 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 and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. If Payment Units are split during the course of the contract, the new interior boundary lines may be 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) 1 and 2, cut all trees that are two (2) inches or more at DBH, except do not cut pine, oak, hemlock, or yellow birch.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing Payment Units (7/14)

Payment Unit(s) 1 and 2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

4 - Transportation

4.1 - Construction

4.1.4 - 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. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. These roads must be rendered impassable to cars and trucks.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash Height (12/08)

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den Trees (10/16)

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

5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and Down Creation, Dead Trees (6/07)

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

5.2.4.6 - Dead and Down Creation, Other (9/09)

To create hare habitat, within Payment Unit(s) 1 and 2, leave slash in piles measuring 6' tall and 12' in diameter along the edge of the payment units. Leave one pile every 150 feet.

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 and 2, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of wet soils within the harvest area.

5.2.32 - Decking/Landing Restoration (9/13)

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

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

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

5.2.41 - Snowmobile Trail Protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. The trail must be maintained and restored to a condition equal to or better than before the sale. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.4 - Soil Protection

5.4.6 - Wet Area Protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the buffered surface water area. This area is located between Payment Units 1 and 2 and is identified on the Timber Sale Map. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile Trail Posting (10/20)

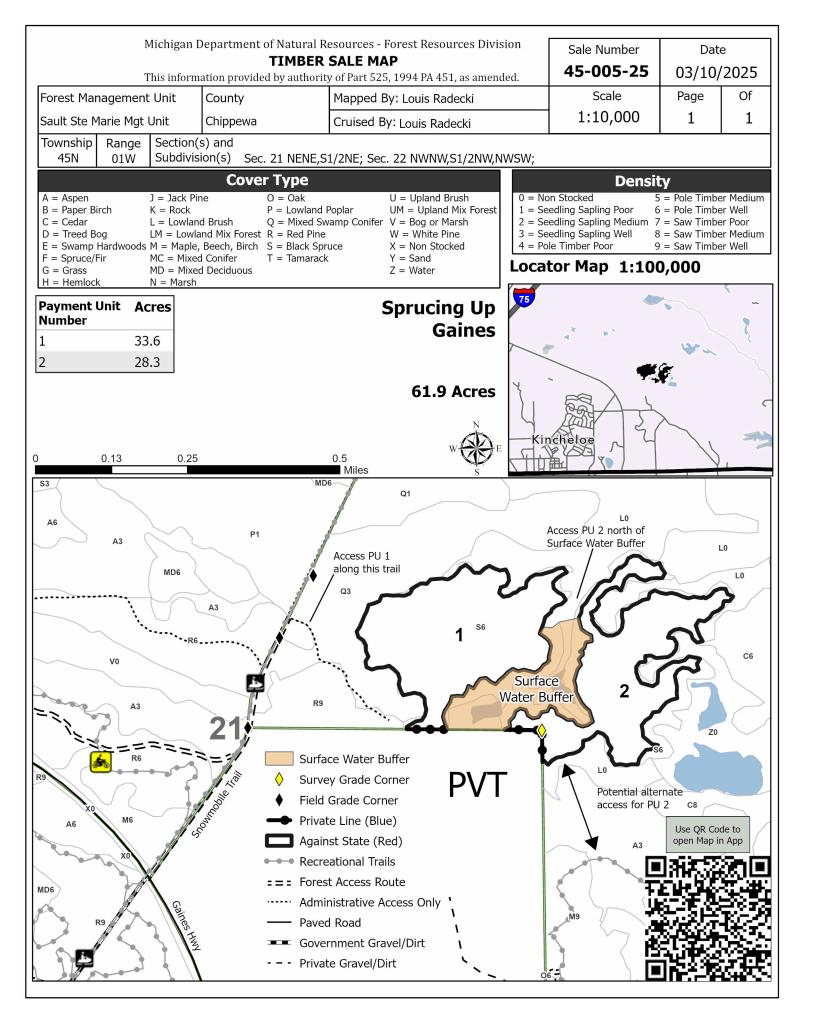
The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck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

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.



BID FORM

_____ Date:_____

Prentiss Bay Mix (45-001-25)

T42N, R02E, SEC. 17; T42N, R02E, SEC. 18; T42N, R02E, SEC. 19; T42N, R02E,

In response to the notice of sale to be held 10:00 a.m. (local time) on April 21, 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.

ESTIMATED	VOLUME*	<u>A</u>	DVERTISED PRICE	BID PRICE/UNIT
3.1	MBF	\$	73.00/MBF	\$
44.9	MBF	\$	311.00/MBF	\$
127	Cords	\$	6.80/Cord	\$
596	Cords	\$	15.40/Cord	\$
740	Cords	\$	11.65/Cord	\$
36	Cords	\$	7.15/Cord	\$
62	Cords	\$	5.85/Cord	\$
170	Cords	\$	68.60/Cord	\$
	3.1 44.9 127 596 740 36 62	44.9 MBF	3.1 MBF \$ 44.9 MBF \$ 127 Cords \$ 596 Cords \$ 740 Cords \$ 36 Cords \$ 62 Cords \$	3.1 MBF \$ 73.00/MBF 44.9 MBF \$ 311.00/MBF 127 Cords \$ 6.80/Cord 596 Cords \$ 15.40/Cord 740 Cords \$ 11.65/Cord 36 Cords \$ 7.15/Cord 62 Cords \$ 5.85/Cord

*The volumes are statistically estimated within plus (+) or minus (-) 17.92 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 com	pany re	presentativ	e's signature:	
mannada	01 0011	puny 10	procontativ	o o olginataro.	_

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 (Worker's Compensation) and 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. 							
	addition, if boxes 2B or 2C are check enty-one (21) days of the contract awa			Certificate of Insurance must be submitted within e timber sale contract.				
• All	Information must be typed or printed	except for written	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		Otata						
City		State	ZIP					
	v certify that the above information is rs affecting my coverage during any o			ify the Michigan DNR of any changes that occur ons.				
Signat	Signature of Owner or Authorized Representative							
Title	Title Date							
			Da					

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

Sprucing Up Gaines (45-005-25)

T45N, R01W, SEC. 21; T45N, R01W, SEC. 22; Chippewa COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on April 21, 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
Red Maple	3.9	MBF	\$	73.00/MBF	\$
Pulpwood					
Balsam Fir	9	Cords	\$	6.80/Cord	\$
Black Spruce	718	Cords	\$	7.15/Cord	\$
Mixed Aspen	49	Cords	\$	15.40/Cord	\$
Mixed Hardwood	34	Cords	\$	11.65/Cord	\$
Tamarack	168	Cords	\$	4.70/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 15.24 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:	DERAL ID: or SOCIAL SECURITY NUMBER:				
Company or individual bidding:					
Company representative's name:					
Address:			_		
City:	State:	Zip:	_		

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

Individual or company representative's signature:

Phone number :

Email (optional):____

_____ Date:_____

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

DNR	Michigan Department of Natural Resources Forest Resources Division	FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)						
auto . MICHIGA	TIMBER SALE							
	VERIFICATION OF WORKER'S DISABILI	TY Forest Management Unit:						
	COMPENSATION ACT COMPLIANCE							
	As required by Act 317, P.A. 1969 (Worker's Compensation)	and						
VEDI	Part 5 of Act 451 of 1994, as amended. VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE							
s	 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. 							
	n addition, if boxes 2B or 2C are checked, then Notice of wenty-one (21) days of the contract award and prior to the	of Exclusion or Certificate of Insurance must be submitted within e issuance of the timber sale contract.						
• A	Il Information must be typed or printed except for writter	n signatures.						
Pleas	e Check Appropriate Categories:							
	ly business is organized as (you must check <u>one</u> of the	e boxes below):						
	. 🔲 Sole Proprietorship (individual)							
	. 🔲 Partnership							
	Corporation							
2. Y	ou must check <u>one</u> of the boxes below:							
A	 I certify my business is a sole proprietorship and it has r Worker's Compensation Laws. 	o 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. 							
		ate the number of both full-time and part-time employees, other ners (if none, you must enter "0").						
	Full-time Employees	Part-time Employees						
Name	of Business	Federal ID (or) Social Security No.						
Addres	S	Telephone						
City	State	ZIP						
in fact	by certify that the above information is true and correct fors affecting my coverage during any of my present an nature of Owner or Authorized Representative	<i>I</i> <i>.</i> I agree to notify the Michigan DNR of any changes that occur d future operations.						
July								
Title	Title Date							

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

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