

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7766

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on October 31, 2025. LOCATION: GAYLORD MGMT UNIT, 1732 WEST M 32, GAYLORD, MI 49735.

<u>PROSPECTUS NOTE:</u> All sales on this Prospectus have received damage from the Ice Storm in late March 2025. The Purchaser should harvest the wood as soon as possible.

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

<u>Ice Shaker Salt and Pepper</u> (52-039-25) / T29N, R01W, SEC. 10, S1/2NW,S1/2NE,N1/2SW,SE. T29N, R01W, SEC. 16, E1/2NW,NWNE.

Otsego County, Advertised Price \$10,318.60, 139.9 Acres, Jack Pine, Aspen.

SALE NOTE: This timber sale is a Jack Pine and Aspen clearcut final harvest. Access for both sales is excellent.

Payment Unit 1, south of Old State Road, is an aspen clearcut. Payment Units 2 and 3, north of Old State Road, are planted jack pine final harvest clearcuts. Payment Unit 3 is set for a red pine replant. Payment Unit 2 is a natural regeneration harvest.

Harvesting in Payment Unit 2 is restricted to the snow-free period. However, Payment Units 1 and 3 are not restricted by this condition.

There is no oak-wilt restriction on this timber sale.

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.

Ice Cold 40 (52-117-25) / T37N, R02W, SEC. 6, NESE.

Cheboygan County, Advertised Price \$4,400.40, 27.7 Acres, Red Pine.

SALE NOTE: Red pine salvage clearcut.

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

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

Bids must be received by the Unit Manager, GAYLORD OFFICE, 1732 West M 32, Gaylord, MI 49735, no later than 9:00 a.m. (local time) on October 31, 2025. For further information concerning this sale, contact Lucas Merrick at 989-732-3541 extension 5440.

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

<u>Ice Shaker Salt and Pepper (52-039-25)</u> T29N, R01W, SEC. 10; T29N, R01W, SEC. 16. Otsego County (Advertised Price \$10,318.60)

SALE NOTE: This timber sale is a Jack Pine and Aspen clearcut final harvest. Access for both sales is excellent.

Payment Unit 1, south of Old State Road, is an aspen clearcut. Payment Units 2 and 3, north of Old State Road, are planted jack pine final harvest clearcuts. Payment Unit 3 is set for a red pine replant. Payment Unit 2 is a natural regeneration harvest.

Harvesting in Payment Unit 2 is restricted to the snow-free period. However, Payment Units 1 and 3 are not restricted by this condition.

There is no oak-wilt restriction on this timber sale.

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	D UNITS*	ADVE	ERTISED PRICE
Sawtimber				
Jack Pine	17.1	MBF	\$	30.00 / MBF
Red Maple	3.2	MBF	\$	58.00 / MBF
Red Pine	2.2	MBF	\$	72.00 / MBF
White Pine	3.3	MBF	\$	46.00 / MBF
Pulpwood				
B. T. Aspen	6	Cords	\$	8.95 / Cord
Black Cherry	4	Cords	\$	8.70 / Cord
Jack Pine	1,020	Cords	\$	4.40 / Cord
Northern Pin Oak	117	Cords	\$	17.30 / Cord
Quaking Aspen	258	Cords	\$	8.95 / Cord
Red Maple	27	Cords	\$	8.70 / Cord
Red Pine	8	Cords	\$	9.85 / Cord
White Oak	2	Cords	\$	17.30 / Cord
White Pine	4	Cords	\$	12.95 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 12.08 percent. There are an estimated 1,508 cords on this timber sale, plus or minus 182 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 \$516.00 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:

, ,	9	3 3
PAYMENT UNIT NUMBER		PERCENT OF TOTAL SALE VALUE
01		21.5%
02		38.3%
03		40.2%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2027.

SALE STATISTICS

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

SALE VOLUMES

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

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
119,148	1,508	12.08%	1,326	1,691

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
8	18,556	235	32.48%	159	311
50	51,171	648	19.51%	521	774
501	49,420	626	17.62%	515	736
TOTAL:	119,148	1,508		1,195	1,821

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
TOTAL:			

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	3.2	MBF	17.1	\$2,221.50
	White Pine		0.9	MBF		
	Jack Pine	Pulpwood	11	Cords		
	Northern Pin Oak		3	Cords		
	Quaking Aspen		177	Cords		
	Red Maple		27	Cords		
	Red Pine		5	Cords		
	White Pine		2	Cords		
2	Jack Pine	Sawtimber	14.0	MBF	64.6	\$3,952.70
	White Pine		1.1	MBF		
	B. T. Aspen	Pulpwood	6	Cords		
	Jack Pine		533	Cords		
	Northern Pin Oak		51	Cords		
	Quaking Aspen		21	Cords		
	White Pine		1	Cords		
3	Jack Pine	Sawtimber	3.1	MBF	58.2	\$4,144.40
	Red Pine		2.2	MBF		
	White Pine		1.3	MBF		
	Black Cherry	Pulpwood	4	Cords		
	Jack Pine		476	Cords		
	Northern Pin Oak		63	Cords		
	Quaking Aspen		60	Cords		
	Red Pine		3	Cords		
	White Oak		2	Cords		
	White Pine		1	Cords		
		TOTAL:	25.8	MBF		
		TOTAL:	1,446	Cords		

Sale Specific Conditions & Requirements

Sale Name: Ice Shaker Salt and Pepper Sale Number: 52-039-25 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 red, blue, 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 sale boundary lines are marked with yellow paint. Retention areas are designated with teal-green paint; no harvesting is allowed within these areas. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-3, cut all trees that are two (2) inches or more at DBH except do not cut any special protection trees. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. See spec 3.4.2 for more information.

Also, In Payment Unit 2, do not cut any red pine.

2.2 - Utilization

2.2.3 - Stump Heights (12/24)

Stump heights within Payment Unit 3 shall not exceed six (6) inches. This is in order to facilitate planting operations.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged Timber (12/24)

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. Specifically, in Payment Unit 2.

Within Payment Unit 2, if more than 30% of the tree seedlings or saplings (1/4" to 4.5" DBH) within the Sale Area are damaged, liquidated damages will be assessed at \$250 per acre for all acreage within that specified portion of the Sale Area that was damaged.

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 teal-green paint as group retention or single-tree retention. If Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$400 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and Earthen Piles (8/04)

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

4.1.4 - 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 a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. 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

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded to ascertain the roads are in as good or better condition than before the timber harvest. This is at the discretion of the Sale Administrator. 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

5.1 - Notification

5.1.1 - Pre-sale Conference (10/16)

A pre-sale conference on site between the Purchaser and Sale Administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least five (5) days in advance to schedule the conference.

5.1.3 - Well Heads and Natural Gas Pipelines (11/15)

The Purchaser is responsible for contacting the gas/pipeline company and MISSDIG prior to operating equipment in the vicinity of well heads or natural gas pipelines.

5.1.4 - Post-Sale Conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required five (5) days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.11 - Slash for Reforestation (3/21)

To facilitate reforestation, all Payment Units 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.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating Restrictions (9/11)

Within Payment Unit(s) 2 only, unless changed by written agreement, cutting, skidding, and hauling are only permitted

during the snow-free period of the year. This restriction is in order to expose mineral soil and aid in the regeneration of target species.

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.

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

The ORV trail is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within ten (10) 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.

5.2.40 - Pathway Protection (10/10)

The equestrian and hiking trail is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot-wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the Sale Administrator.

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. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. 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. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.4 - Soil Protection

5.4.1 - Rutting Restriction, General (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or 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.

5.8 - 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 the forest access roads south of Payment Unit 1 and north of Old State Rd in Payment Units 2 and 3 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.

6.2.2 - 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 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 ORV trail and Equestrian / hiking trails 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

7.2 - Extensions

7.2.2 - No Extensions (3/09)

There will be no extensions granted on this contract. The purpose of this sale is a salvage harvest from the damage of the massive 2025 ice storm.

7.5 - Loss

7.5.1 - Deteriorating Timber (7/09)

The Sale Area has received damage from a massive ice storm. 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.

Section Name: Sale Specific Current as of 10/22/2025 9:07:48AM



Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

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

Sale Number Date 52-039-25 09/20/2025

Scale Page Of Forest Management Unit County Mapped By: D. Morris 1:12,800 2 2 Gaylord Mgt Unit Otsego Cruised By: D. Morris

Township Section(s) and Range 29N 01W

Subdivision(s) Sec. 10 S1/2NW,S1/2NE,N1/2SW,SE; Sec. 16 E1/2NW,NWNE;

Cover Type						
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush			
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest			
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh			
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine			
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked			
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand			
G = Grass	MD = Mixed Deciduous		Z = Water			
H - Homlock	N - March					

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

Locator Map 1:100,000

Payment Unit Acres Number 17.1 2 64.6

0.13

58.2

0.25

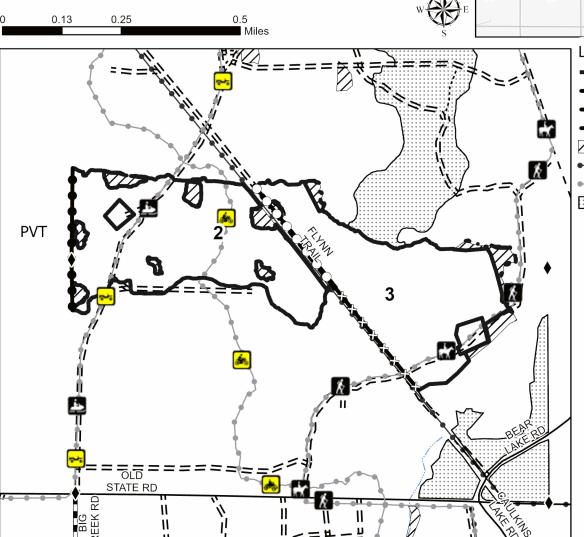
3

Ice Shaker Salt and **Pepper**

139.9 Acres



05	04	03	02	01
08	09	10	11	12
17	16	15	14	13



Legend

- Against State (Red)
- Against State (Unpainted)
- Private Line (Blue)
- → Payment Unit (Yellow)
- Retention Areas
- Powerline
- Recreational Trails
- Nearby Timber Sales

MAP







Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

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

	52-039-25	09/22/	2025
	Scale	Page	Of
$\overline{}$	4 0 000	502	

Gaylord Mgt Unit

Forest Management Unit

County Otsego Mapped By: D. Morris Cruised By: D. Morris

1:8,900

Sale Number

2

Date

Township 29N

Section(s) and Range 01W

Subdivision(s) Sec. 10 S1/2NW,S1/2NE,N1/2SW,SE; Sec. 16 E1/2NW,NWNE;

Cover Type					
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush		
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest		
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh		
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine		
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked		
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand		
G = Grass	MD = Mixed Deciduous		Z = Water		
H = Hemlock	N = Marsh				

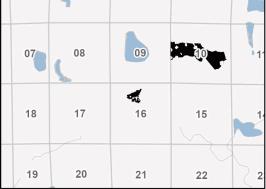
Density				
0 = Non Stocked	5 = Pole Timber Medium			
1 = Seedling Sapling Poor	6 = Pole Timber Well			
2 = Seedling Sapling Medium	7 = Saw Timber Poor			
3 = Seedling Sapling Well	8 = Saw Timber Medium			
4 = Pole Timber Poor	9 = Saw Timber Well			
Locator Map 1:100,000				

Payment Unit Acres Number 17.1 2 64.6 3 58.2

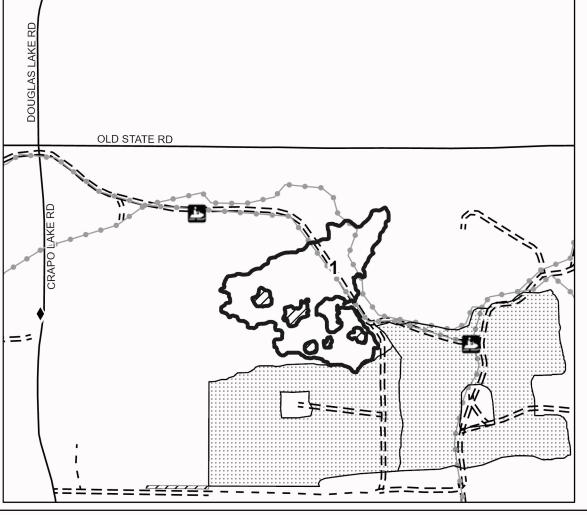
Ice Shaker Salt and **Pepper**

139.9 Acres





0.07 0.15 0.3



LEGEND

Survey Corner Against State (Red) ::: Nearby Timber Sales **Zz** Retention Areas Recreational Trails = Primary Forest Road == Forest Access Route ---- Administrative Access Only Paved Road Government Gravel/Dirt - Private Gravel/Dirt

MAP



Page 14 of 24	
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TIMBER SALE INFORMATION

lce Cold 40 (52-117-25) T37N, R02W, SEC. 6. Cheboygan County (Advertised Price \$4,400.40)

SALE NOTE: Red pine salvage clearcut.

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

PRODUCTS & SPECIES ESTIMATED UNITS* ADVERTISED PRICE

Pulpwood

Red Pine 193 Cords \$ 22.80 / Cord

* 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 \$2,000.00 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 remainder is due before cutting begins.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

01

PERCENT OF TOTAL SALE VALUE

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2026.

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.

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
15,245	193	0.00%	193	193

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
8	15,245	193	0.00%	193	193
TOTAL:	15,245	193		193	193

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
TOTAL:			

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Pulpwood	193	Cords	27.7	\$4,400.40
		TOTAL:	193	Cords		

Sale Specific Conditions & Requirements

Sale Name: Ice Cold 40 Sale Number: 52-117-25 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 blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The blue painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

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

2.1.11 - Description of Timber Note (2/04)

Note that this is an ice storm salvage sale. All Payment Units will be scaled by the Sale Administrator. Chipping of Sale Area will not be required but is encouraged. If sale is chipped, the Purchaser must provide electronic confirmation of scale tickets at minimum of twice per week. To convert red pine chip weight to cords, we will use a conversion of 1 cord = 1.9 tons or 1 cord = 3,800 pounds. This is from the USDA's Timber Management Field Book, 2008 Edition table 2.10 Weight Table for Various Woods.

3 - Payments

3.2 - Scaled Sales

3.2.1 - Scale Location (2/04)

Forest products will be placed for measurement at designated landing locations for scaling. No products may be hauled until they have been scaled.

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 unless otherwise utilized or directed by the Sale Administrator.

4.2 - Maintenance

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 may exceed 24 inches in height.

5.4 - Soil Protection

5.4.1 - Rutting Restriction, General (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or 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.

5.8 - 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 the haul route 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

7.2.2 - No Extensions (3/09)

There will be no extensions granted on this contract.

7.2.3 - Salvage Extension (6/13)

This is a salvage sale with a short contract length. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The salvage extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

7.5 - Loss

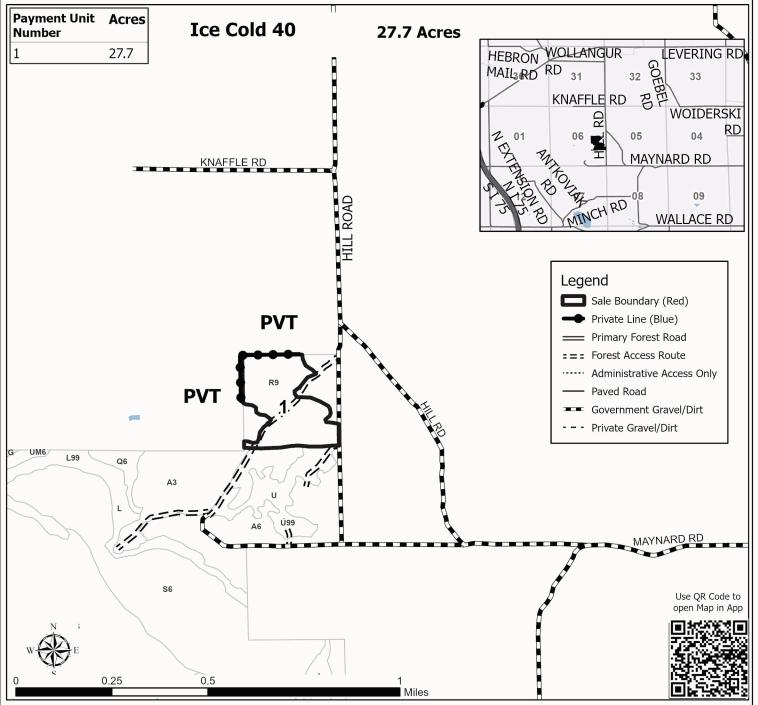
7.5.1 - Deteriorating Timber (7/09)

The Sale Area has received damage from the ice storm in late March 2025. 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.

Section Name: Sale Specific Current as of 9/3/2025 12:52:15PM

Michigan Department of Natural Resources - Forest Resources Division Sale Number Date **TIMBER SALE MAP** 52-117-25 09/24/2025 This information provided by authority of Part 525, 1994 PA 451, as amended. Scale Page Of Forest Management Unit County Mapped By: TSP 1:15,840 1 1 Gaylord Mgt Unit Cheboygan Cruised By: SCALED Section(s) and Township Range Subdivision(s) 37N 02W Sec. 6 NESE;

Cover Type J = Jack Pine A = Aspen O = Oak U = Upland Brush K = RockB = Paper Birch P = Lowland Poplar UM = Upland Mix Forest C = CedarL = Lowland Brush Q = Mixed Swamp Conifer V = Bog or MarshLM = Lowland Mix Forest R = Red PineW = White Pine D = Treed Bog E = Swamp Hardwoods M = Maple, Beech, Birch S = Black SpruceX = Non Stocked F = Spruce/Fir MC = Mixed Conifer T = Tamarack Y = SandG = Grass MD = Mixed Deciduous Z = WaterH = Hemlock N = Marsh



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TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

Ice Cold 40 (52-117-25) T37N, R02W, SEC. 6; Cheboygan COUNTY

to the notice of sale to be held 9:00 a.m. (local time) on October 31, 2025. Lam bereby submitting my sealed hid (fir

DUCTS & SPECIES	ESTIMATED VOLUME*	AD.	VERTISED PRICE	BID PRICE/UNIT
pwood			<u>VERTICES I TROE</u>	<u>515 1 11(62,611)1</u>
Red Pine	193 Cords	\$	22.80/Cord	\$
ese estimated volumes are fi own estimates of quantity a	nal and not subject to adjustment. Pr	rospective	e bidders are urged to e	examine this timber and to make
cted. I also understand that o	may be rejected. All bids must be signonsideration and awarding a contraction and staffing subject to my control	t will be b		
FEDERAL ID:	or SOCIAL SEC	URITY N	UMBER:	
Company or individua	l bidding:			
Company representat	ive's name:			
	State:			
LVAILABLE. PLEASE PLACE	THE PERSONALIZED LABEL FROM	M YOUR I	PROSPECTUS IN THE	ABOVE BOX.
,	ative's signature:			Date:
ne 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



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.

Please Check Appropriate Categories:

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.

1.	My business is organized as (you must A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	check <u>one</u> of the	boxes below):			
2.	You must check <u>one</u> of the boxes below:						
	A. I certify my business is a sole propriete Worker's Compensation Laws.	orship and it has no	employees bu	It the sole proprietor. I	am not subject to the		
	B. I certify my business has satisfied its of Exclusion (BWC-337, Rev. 5/96). I will questions or a copy of the BWC-337,	Il provide a copy of	the Notice of E	Exclusion within 21 day	s of the contract award. (For		
	C. I certify my business has a Worker's Cone (21) days of the contract award.	Compensation Polic	y. I will provide	e an original Certificate	of Insurance within twenty-		
3.	3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, othe than yourself, including family members and active partners (if none, you must enter "0").						
	Full-time En	nployees			_Part-time Employees		
Nam	ne of Business		Federal ID (or) Social Security No.			
Addı	ress		Telephone (
City		State	ZIP				
in fa _	ereby certify that the above information is actors affecting my coverage during any co				NR of any changes that occur		
T	itle		D	ate			

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

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

BID FORM

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

Ice Shaker Salt and Pepper (52-039-25)
T29N, R01W, SEC. 10; T29N, R01W, SEC. 16; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on October 31, 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	ESTIMATED VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Jack Pine	17.1 MBF	\$	30.00/MBF	\$
Red Maple	3.2 MBF	\$	58.00/MBF	\$
Red Pine	2.2 MBF	\$	72.00/MBF	\$
White Pine	3.3 MBF	\$	46.00/MBF	\$
Pulpwood				
B. T. Aspen	6 Cords	\$	8.95/Cord	\$
Black Cherry	4 Cords	\$	8.70/Cord	\$
Jack Pine	1,020 Cords	\$	4.40/Cord	\$
Northern Pin Oak	117 Cords	\$	17.30/Cord	\$
Quaking Aspen	258 Cords	\$	8.95/Cord	\$
Red Maple	27 Cords	\$	8.70/Cord	\$
Red Pine	8 Cords	\$	9.85/Cord	\$
White Oak	2 Cords	\$	17.30/Cord	\$
White Pine	4 Cords	\$	12.95/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 12.08 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 SEC	URITY NUMBER:		
	Company or individual bidding:			-	
	Company representative's name:_				
	Address:			_	
	City:	State:	Zip:		
F AVAILA	BLE, PLEASE PLACE THE PERS	ONALIZED LABEL FROM	M YOUR PROSPECTUS IN	THE ABOVE BOX.	
ndividual	or company representative's signa	ture:		Date:	_
Phone nu	mber :	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:

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.			
Ple	ease 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. 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. 			
 If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, than yourself, including family members and active partners (if none, you must enter "0"). 				
	Full-time En	nployees	Part-time Employees	
Name of Business			Federal ID (or) Social Security No.	
Address			Telephone ()	
City		State	ZIP	
	ereby certify that the above information is actors affecting my coverage during any c		I agree to notify the Michigan DNR of any changes that occur d future operations.	
S	signature of Owner or Authorized Representative			

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

Date