



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN  
TIMBER SALE PROSPECTUS #7269**

SCHEDULED SALE DATE AND TIME: **9:00 a.m. (local time) on July 25, 2023.**

LOCATION: **GAYLORD MGMT UNIT, 1732 WEST M 32, GAYLORD, MI 49735.**

PROSPECTUS NOTE: All bid openings for the Gaylord Management Unit (Gaylord Field Office and Indian River Field Office) will be held at the Gaylord Field Office regardless of sale location within the unit. All payments and contract executions will now be handled through the Gaylord Field Office. The Indian River Field Office will no longer accept payments or hard paper copies of timber sale bids. Payments for all contracts, use permits, bonds, etc. should be sent to the Gaylord Field Office.

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:

Hades Mix (52-111-22) / T33N, R03W, SEC. 18, SWSE.

T33N, R03W, SEC. 19, NWNE,S1/2NE,NESW,N1/2SE.

T33N, R03W, SEC. 20, NWSW.

T33N, R03W, SEC. 30, E1/2NW,SWNE,E1/2SW,NWSE.

T33N, R03W, SEC. 31, N1/2NW,SWNW.

Cheboygan County, Advertised Price \$50,823.60, 105.1 Acres, Hardwood, Aspen.

SALE NOTE: Challenging access, hilly terrain in some Payment Units. Payment Unit 4 must have pre-approved skid trails to protect shrubs; landing is outside of sale area. Payment Unit 4 is optional. Access routes to Payment Units 1 & 2 must be adequately closed as directed by the administering forester.

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.

Eskimo Kiss Mix (52-119-22) / T34N, R04W, SEC. 17, SESW.

T34N, R04W, SEC. 20, NENW,S1/2NW.

T34N, R04W, SEC. 21, S1/2SW.

Emmet County, Advertised Price \$124,803.80, 50.7 Acres, Red Pine, Hardwood.

SALE NOTE: Non-negotiable oak wilt restriction.

PU1: Harvest merchantable timber (>4.5" dbh) only.

PU2: 2" dbh spec, 6" stump heights, and slash reduction.

Approx. 12 cords of jack pine have been added to red pine pulp volumes.

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.

Giddy Up Hardwood (52-130-21) / T36N, R05W, SEC. 13, W1/2SW.

T36N, R05W, SEC. 14, SENE,NESE.

Emmet County, Advertised Price \$87,536.00, 97.7 Acres, Sugar Maple, Hardwood.

SALE NOTE: Seasonal harvest restrictions applied to this sale due to barkslip period and the presence of the designated snowmobile trail.

## 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 July 25, 2023. 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](http://www.michigan.gov/timberbidding) or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

### 4. Submission of Sealed Bids (5/16)

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

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

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

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

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

### 6. Award of Contract (1/11)

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

### 7. Down Payment (1/11)

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

### 8. Performance Security (1/11)

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

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

#### 9. Worker's Compensation (10/22)

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

#### 10. Timber Sale Contract (10/22)

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

SHANNON LOTT, Acting  
Director

## TIMBER SALE INFORMATION

### Hades Mix (52-111-22)

T33N, R03W, SEC. 18; T33N, R03W, SEC. 19; T33N, R03W, SEC. 20; T33N, R03W, SEC. 30; T33N, R03W, SEC. 31.  
Cheboygan County (Advertised Price \$50,823.60)

SALE NOTE: Challenging access, hilly terrain in some Payment Units. Payment Unit 4 must have pre-approved skid trails to protect shrubs; landing is outside of sale area. Payment Unit 4 is optional. Access routes to Payment Units 1 & 2 must be adequately closed as directed by the administering forester.

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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Basswood	131.1 MBF	\$ 64.00 / MBF
Mixed Aspen	119.1 MBF	\$ 50.00 / MBF
White Pine	77.2 MBF	\$ 65.00 / MBF
Pulpwood		
Balsam Fir	8 Cords	\$ 16.40 / Cord
Basswood	412 Cords	\$ 12.55 / Cord
Mixed Aspen	757 Cords	\$ 19.20 / Cord
Mixed Hardwood	672 Cords	\$ 15.25 / Cord
White Pine	43 Cords	\$ 32.00 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 18.19 percent. There are an estimated 2,720 cords on this timber sale, plus or minus 495 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 \$2,541.00 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	24.2%
02	32.8%
03	35.5%
04	7.5%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 09/30/2026.

### **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.

VOLUME			STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
214,875	2,720	18.19%	2,225	3,215

## 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 IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
5	49,892	632	41.89%	367	896
10	76,524	969	32.13%	657	1,280
19	72,264	915	31.12%	630	1,199
25	16,195	205	36.63%	130	280
<b>TOTAL:</b>	<b>214,875</b>	<b>2,720</b>		<b>1,784</b>	<b>3,655</b>

## VDU TO PAYMENT UNIT

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
5	22.1	1	22.1
10	35.9	2	35.9
19	29.6	3	29.6
25	17.5	4	17.5
<b>TOTAL:</b>	<b>105.1</b>		<b>105.1</b>

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
1	Basswood	Sawtimber	51.4	MBF	22.1	\$12,304.40	
	Mixed Aspen		14.3	MBF			
	<i>Quaking Aspen</i>		14.3	<i>MBF</i>			
	White Pine		36.8	MBF			
	Basswood	Pulpwood	8	Cords			
	Basswood		90	Cords			
	Mixed Aspen		18	Cords			
	<i>Quaking Aspen</i>		18	<i>Cords</i>			
	Mixed Hardwood		238	Cords			
	<i>Balsam Fir</i>		Sawtimber	13.7			<i>MBF</i>
	<i>Black Cherry</i>			2.2			<i>MBF</i>
	<i>Sugar Maple</i>			7.8			<i>MBF</i>
	<i>American Elm</i>			Pulpwood			21
	<i>Black Cherry</i>		65				<i>Cords</i>
	<i>Ironwood</i>	5	<i>Cords</i>				
	<i>Red Maple</i>	10	<i>Cords</i>				
	<i>Sugar Maple</i>	86	<i>Cords</i>				
	<i>White Ash</i>	4	<i>Cords</i>				
	White Pine	21	Cords				
	2	Basswood	Sawtimber	79.7			MBF
Mixed Aspen		18.6		MBF			
<i>Quaking Aspen</i>		18.6		<i>MBF</i>			
White Pine		29.9	MBF				
Basswood		Pulpwood	282	Cords			
Mixed Aspen			73	Cords			
<i>B. T. Aspen</i>			10	<i>Cords</i>			
<i>Quaking Aspen</i>			63	<i>Cords</i>			
Mixed Hardwood			216	Cords			
<i>Black Cherry</i>			Sawtimber	10.2	<i>MBF</i>		
<i>Sugar Maple</i>				1.5	<i>MBF</i>		
<i>Black Cherry</i>		Pulpwood	49	<i>Cords</i>			
<i>Ironwood</i>			8	<i>Cords</i>			
<i>Sugar Maple</i>			136	<i>Cords</i>			
White Pine		15	Cords				
3	Mixed Aspen	Sawtimber	60.9	MBF	29.6	\$18,000.20	
	<i>B. T. Aspen</i>		5.6	<i>MBF</i>			
	<i>Quaking Aspen</i>		55.3	<i>MBF</i>			
	White Pine	10.5	MBF				
	Basswood	Pulpwood	32	Cords			
	Mixed Aspen		598	Cords			
	<i>B. T. Aspen</i>		183	<i>Cords</i>			
	<i>Quaking Aspen</i>		415	<i>Cords</i>			
	Mixed Hardwood		142	Cords			
	<i>Black Cherry</i>		Sawtimber	1.6			<i>MBF</i>
	<i>Sugar Maple</i>			4.8			<i>MBF</i>
	<i>Black Cherry</i>		Pulpwood	6			<i>Cords</i>
	<i>Paper Birch</i>			8			<i>Cords</i>
	<i>Red Maple</i>			36			<i>Cords</i>
	<i>Sugar Maple</i>	77		<i>Cords</i>			
	<i>White Ash</i>	2	<i>Cords</i>				
White Pine	7	Cords					
4	Mixed Aspen	Sawtimber	25.3	MBF	17.5	\$3,830.00	
	<i>Quaking Aspen</i>		25.3	<i>MBF</i>			
	Basswood	Pulpwood	8	Cords			
	Mixed Aspen		68	Cords			
	<i>Quaking Aspen</i>		68	<i>Cords</i>			

**DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Mixed Hardwood	Pulpwood	76	Cords		
	<i>Black Cherry</i>	<i>Sawtimber</i>	11.8	<i>MBF</i>		
	<i>Black Cherry</i>	<i>Pulpwood</i>	39	<i>Cords</i>		
	<i>Ironwood</i>		2	<i>Cords</i>		
	<i>Red Maple</i>		5	<i>Cords</i>		
	<i>Sugar Maple</i>		6	<i>Cords</i>		
TOTAL:			327.4	MBF		
TOTAL:			1,892	Cords		



## Sale Specific Conditions & Requirements

**Sale Name: Hades Mix**

**Sale Number: 52-111-22 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 paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-4, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any trees greater than 24 inches at DBH or any trees marked with teal paint. In addition, within Payment Units 2 & 3, do not cut any elm.

##### 2.1.11 - Description of timber note (2/04)

Note that Payment Unit 4 is an optional Payment Unit and can be removed at the request of the Purchaser via a Contract Amendment.

### 4 - Transportation

#### 4.1 - Construction

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

All roads reopened for Timber Sale access must be closed at the end of the sale. In general, this will require constructing double earthen berms at strategic locations. These roads must be rendered impassable to all motorized vehicles, including cars, trucks, and ORVs. Temporary berms will be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

##### 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

### 5 - Operations

#### 5.2 - Conduct of Operations

##### 5.2.2 - Hazard Trees/Snags

###### 5.2.2.1 - Den trees (10/16)

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

##### 5.2.29 - Shrub protection (1/20)

Within Payment Unit 4, do not cut or damage hawthorn, dogwood or juneberry; except along skid trails, which are to be designated by the administering forester. These woody-shrub plants are highly beneficial to various wildlife species.

##### 5.2.31 - Landing locations (9/13)

Recommended landing areas for Payment Units 3 & 4 are adjacent to the sale area in a former landing. The administering forester will approve all landing locations before operations begin in any Payment Unit.

##### 5.2.39 - ORV trail/route protection (4/18)

The Tomahawk Motorcycle C Loop is an ORV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. 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.

##### 5.2.41 - Snowmobile trail protection (9/11)

Snowmobile Trail 765 is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. 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.

#### 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.

#### 5.7 - Protection of Historical Sites

##### 5.7.2 - Potential historical site(s) (9/06)

The State Historic Preservation Office has identified the potential for a historic site within the boundary of this timber sale. Note that if the site is discovered during operations, General Condition and Requirement 5.7 - Protection of Historical Sites will apply.

#### 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 on-site 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 haul routes 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 Tomahawk ORV 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.

### 8 - Performance and Settlement

#### 8.3 - Uncompleted or Terminated Contracts

##### 8.3.2 - Completion of contract, other (11/16)

Areas of this sale may be difficult to log. Per General Condition & Requirement 3.5 - Adjustment of Quantity, there will be no adjustment to contract volume, but unharvested timber may not be considered a violation of General Condition & Requirement 8.3 - Uncompleted or Terminated Contract.

### 99 - Unique

#### SKIP

##### 99.1 - Unique Sale Condition (5/19)

Payment Unit 4 is an optional Payment Unit. No damages will be charged for Payment Unit 4, if it is not harvested. This is because of low timber volume, low value, and shrub protections.



# TIMBER SALE MAP

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

Forest Management Unit Gaylord		County Cheboygan	Mapped By TSP	Date 08/25/2022	Page 1	of 2
Township 33N		Range 03W	Cruised By TSP	Scale 1:15,840		
Section(s) and Subdivision(s) 18: SWSE; 19: NWNE, S1/2NE, NESW, N1/2SE; 20: NWSW; 30: E1/2NW, SWNE, E1/2SW, NWSE; 31: N1/2NW, SWNW						

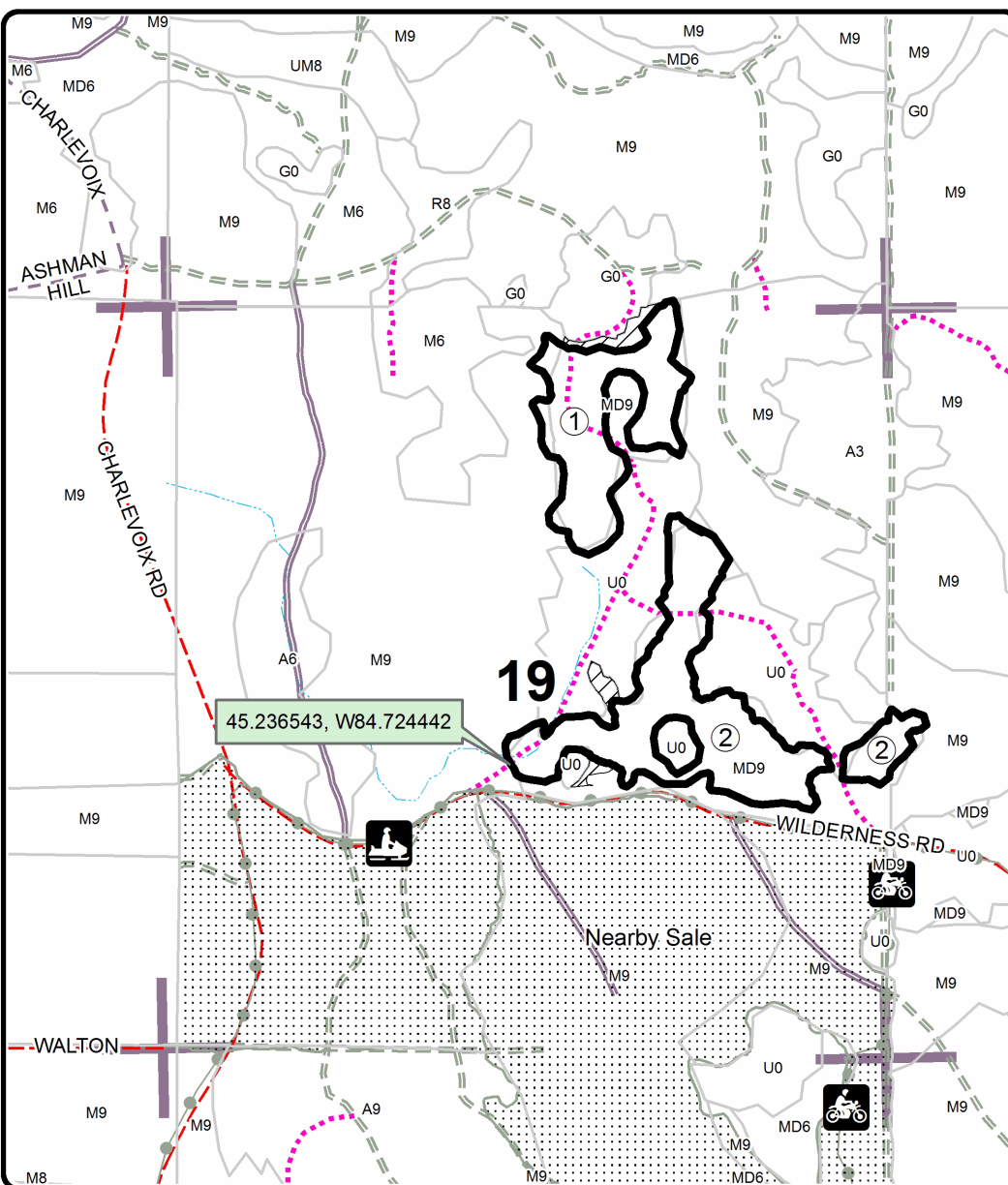
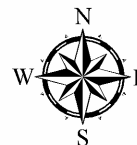
Cover Type				Density			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor		
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well		
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water				
G = Grass	MD = Mixed Deciduous	T = Tamarack					

PU	Acres	PU	Acres
1	22.1	4	17.5
2	35.9		
3	29.6		

## Hades Mix

### Compartment 146

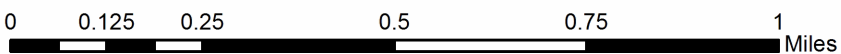
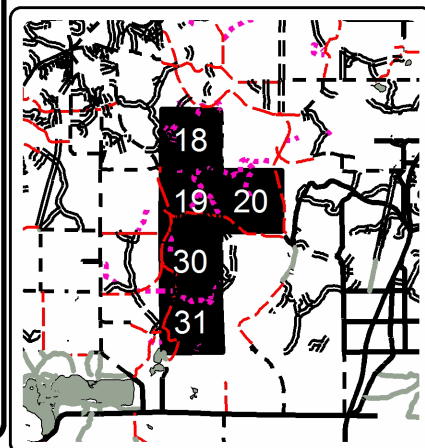
### 105.1 Acres



### Legend

- Against State (Red)
- ▨ Retention Area
- Stand Boundaries
- ⋯ Nearby Timber Sales
- Recreational Trail
- Secondary Forest Road
- Forest Access Route
- Paved Road
- Gravel Road
- County Road - Seasonal
- ⋯ Temporary Management Access
- Intermittent Stream
- Section Corners

Locator Map  
1:200,000





# TIMBER SALE MAP

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

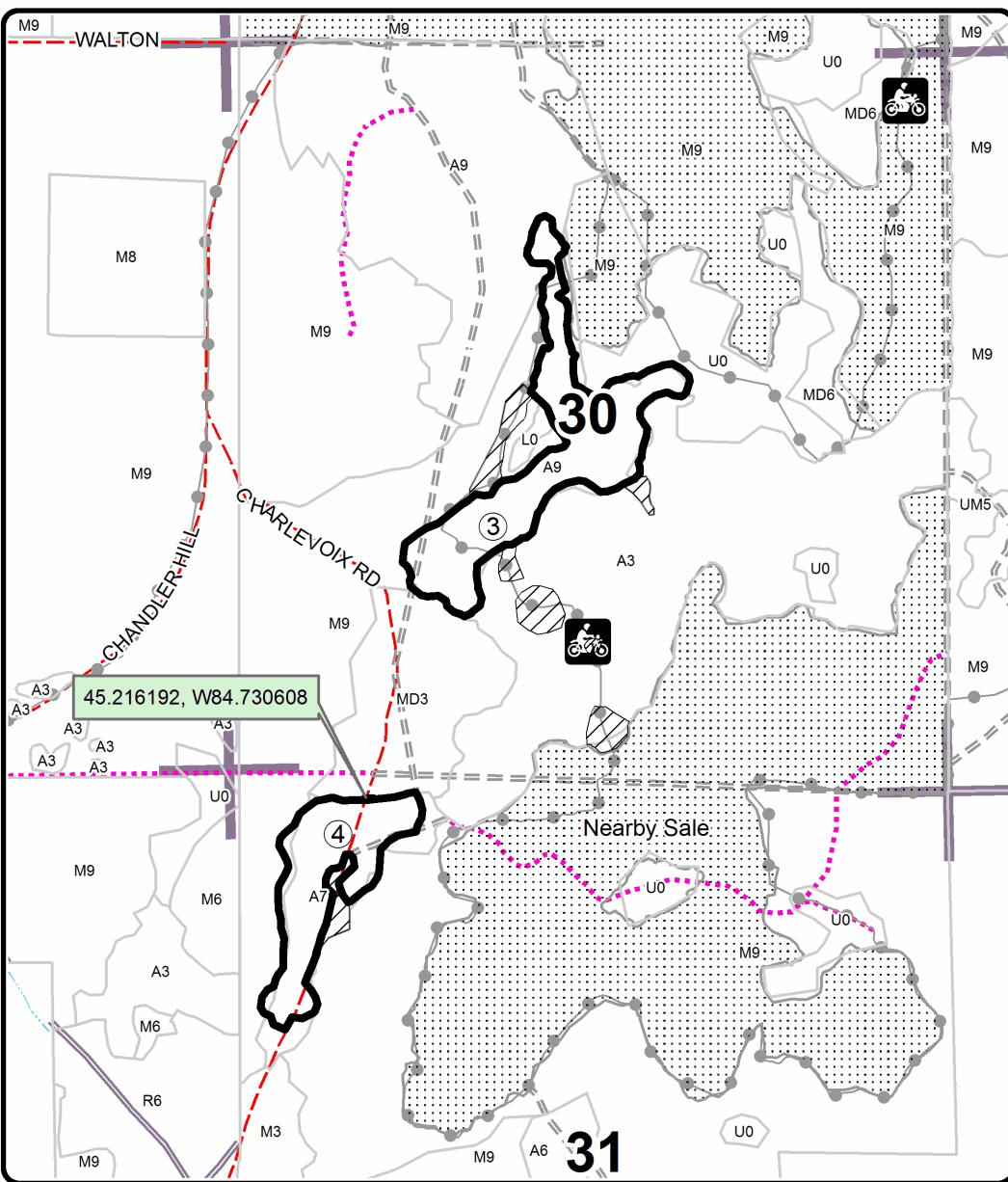
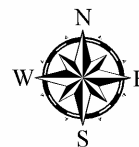
Sale Number	Year
52 - 111	22

Forest Management Unit Gaylord		County Cheboygan	Mapped By TSP	Date 08/25/2022	Page 2	of 2
Township 33N	Range 03W	Section(s) and Subdivision(s) 18: SWSE; 19: NWNE, S1/2NE, NESW, N1/2SE; 20: NWSW; 30: E1/2NW, SWNE, E1/2SW, NWSE; 31: N1/2NW, SWNW		Scale 1:15,840		

Cover Type				Density			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor		
D = Tread Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well		
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water				
G = Grass	MD = Mixed Deciduous	T = Tamarack					

PU	Acres	PU	Acres
1	22.1	4	17.5
2	35.9		
3	29.6		

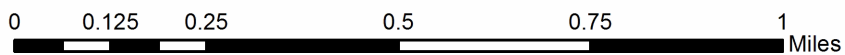
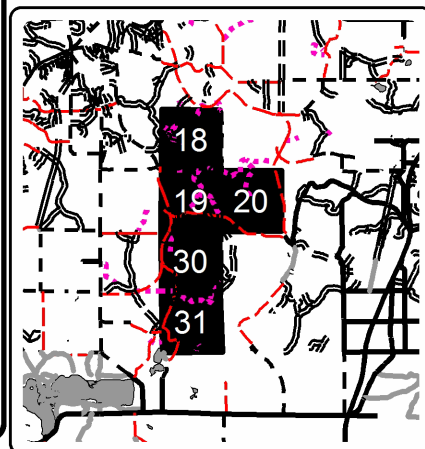
**Hades Mix**  
**Compartment 146**  
**105.1 Acres**



### Legend

- Against State (Red)
- ▨ Retention Area
- Stand Boundaries
- ⋯ Nearby Timber Sales
- Recreational Trail
- Secondary Forest Road
- - - Forest Access Route
- Paved Road
- - - County Road - Seasonal
- ⋯ Temporary Management Access
- ⋯ Intermittent Stream
- Section Corners

Locator Map  
1:200,000



## TIMBER SALE INFORMATION

### Eskimo Kiss Mix (52-119-22)

T34N, R04W, SEC. 17; T34N, R04W, SEC. 20; T34N, R04W, SEC. 21.  
Emmet County (Advertised Price \$124,803.80)

SALE NOTE: Non-negotiable oak wilt restriction.

PU1: Harvest merchantable timber (>4.5" dbh) only.

PU2: 2" dbh spec, 6" stump heights, and slash reduction.

Approx. 12 cords of jack pine have been added to red pine pulp volumes.

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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Red Pine	538.4 MBF	\$ 179.00 / MBF
Pulpwood		
Mixed Aspen	219 Cords	\$ 30.40 / Cord
Mixed Hardwood	244 Cords	\$ 24.20 / Cord
Red Pine	221 Cords	\$ 71.80 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 16.13 percent. There are an estimated 1,798 cords on this timber sale, plus or minus 290 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 \$6,240.00 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	35.1%
02	64.9%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 09/30/2026.

### **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.

VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
142,026	1,798	16.13%	1,508	2,088

**VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

VDU	VOLUME		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
32	49,330	624	21.41%	491	758
51	92,697	1,173	21.08%	926	1,421
<b>TOTAL:</b>	<b>142,026</b>	<b>1,798</b>		<b>1,417</b>	<b>2,179</b>

**VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
32	22.7	1	22.7
51	28.0	2	28.0
<b>TOTAL:</b>	<b>50.7</b>		<b>50.7</b>

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	188.8	MBF	22.7	\$43,769.60
	Mixed Aspen	Pulpwood	104	Cords		
	<i>B. T. Aspen</i>	<i>Sawtimber</i>	1.0	<i>MBF</i>		
	<i>Quaking Aspen</i>		1.6	<i>MBF</i>		
	<i>B. T. Aspen</i>	<i>Pulpwood</i>	42	<i>Cords</i>		
	<i>Quaking Aspen</i>		57	<i>Cords</i>		
	Mixed Hardwood		59	Cords		
	<i>Red Maple</i>	<i>Sawtimber</i>	0.8	<i>MBF</i>		
	<i>Basswood</i>	<i>Pulpwood</i>	4	<i>Cords</i>		
	<i>Black Cherry</i>		5	<i>Cords</i>		
	<i>Ironwood</i>		2	<i>Cords</i>		
	<i>Red Maple</i>		30	<i>Cords</i>		
	<i>Sugar Maple</i>		16	<i>Cords</i>		
	Red Pine		75	Cords		
	<i>Red Pine</i>		75	<i>Cords</i>		
	2	Red Pine	Sawtimber	349.6		
Mixed Aspen		Pulpwood	115	Cords		
<i>B. T. Aspen</i>		<i>Sawtimber</i>	2.3	<i>MBF</i>		
<i>B. T. Aspen</i>		<i>Pulpwood</i>	83	<i>Cords</i>		
<i>Quaking Aspen</i>			27	<i>Cords</i>		
Mixed Hardwood			185	Cords		
<i>Black Cherry</i>		<i>Sawtimber</i>	3.0	<i>MBF</i>		
<i>Red Maple</i>			16.8	<i>MBF</i>		
<i>Sugar Maple</i>			9.8	<i>MBF</i>		
<i>Beech</i>		<i>Pulpwood</i>	25	<i>Cords</i>		
<i>Black Cherry</i>			9	<i>Cords</i>		
<i>Ironwood</i>			5	<i>Cords</i>		
<i>Red Maple</i>			45	<i>Cords</i>		
<i>æberry (Juneberry)</i>			6	<i>Cords</i>		
<i>Sugar Maple</i>			35	<i>Cords</i>		
Red Pine			146	Cords		
<i>Jack Pine</i>			12	<i>Cords</i>		
<i>Red Pine</i>			134	<i>Cords</i>		
TOTAL:			538.4	MBF		
TOTAL:			684	Cords		

# Sale Specific Conditions & Requirements

**Sale Name: Eskimo Kiss Mix**

**Sale Number: 52-119-22 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 paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

## 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH except oak and any trees measuring >24" dbh.

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

Within Payment Unit(s) 1, cut all trees which meet minimum piece specifications in 2.2 Utilization except oak, white pine, and any trees measuring >24" dbh. Submerchantable trees (<4.6" dbh) are NOT to be cut and are to be protected as reasonable to do so within Payment Unit 1.

#### 2.1.11 - Description of timber note (2/04)

Note that trace amounts of yellow birch, paper birch, and jack pine were not picked up on cruise.

### 2.2 - Utilization

#### 2.2.2 - Chipping required (2/18)

Payment Unit 2 must be chip harvested to facilitate subsequent planting operations. A chipping exemption can be obtained if market conditions limit the practicality of chipping and proposed operations are determined to be suitable for planting by reforestation staff. This exemption must be granted in writing and will require the treatment of slash as directed by the administering forester. In general, this may require a maximum slash height of two feet and 6-foot segment lengths of limbs measuring >2" in diameter. Alternative slash treatment may be the piling of slash as directed by the administering forester. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2).

#### 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.

#### 2.2.9 - No chipping permitted (12/08)

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

## 3 - Payments

### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 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.

## 4 - Transportation

### 4.1 - Construction

#### 4.1.4 - Timber removed for construction (12/09)

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 the specified Purchase Unit Price.

#### 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. 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.

## **5 - Operations**

### **5.2 - Conduct of Operations**

#### **5.2.3 - Operating Restrictions**

##### **5.2.3.4 - Oak wilt restriction, no exceptions (1/18)**

Within the Sale Area, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

#### **5.2.22 - Operating Caution**

##### **5.2.22.1 - Operating caution (6/11)**

It is recommended, but not required, that within Payment Unit(s) 2, cutting, skidding, and hauling occur during frozen winter conditions, providing stump heights <6" can be achieved. The reason for the recommendation is to reduce the potential for sedimentation to enter Minnehaha Creek.

#### **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 Tomahawk Motorcycle Trail - B Loop is shown on the Timber Sale Map. All stumps within 5 feet of the trail must be cut flush with the ground. Do not run equipment down the ORV trail except in locations pre-approved by the administering forester. The ORV trail must be kept free of ruts and debris at the close of business daily.

### **5.8 - Protection of Endangered Species**

#### **5.8.5 - Protection of raptor nests (3/13)**

Sharp-shinned Hawks were observed during August 2022. 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 on-site 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 Joy Lane 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 Tomahawk 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. This condition may be verbally waived if the motorcycle trail is temporarily closed or rerouted during harvesting operations.



# TIMBER SALE MAP

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

Forest Management Unit Gaylord	County Emmet	Mapped By TSP	Date 08/16/2022	Page 1	of 1
Township 34N	Range 04W	Section(s) and Subdivision(s) 17: SESW; 20: NENW, S1/2NW; 21: S1/2SW	Scale 1:15,840		

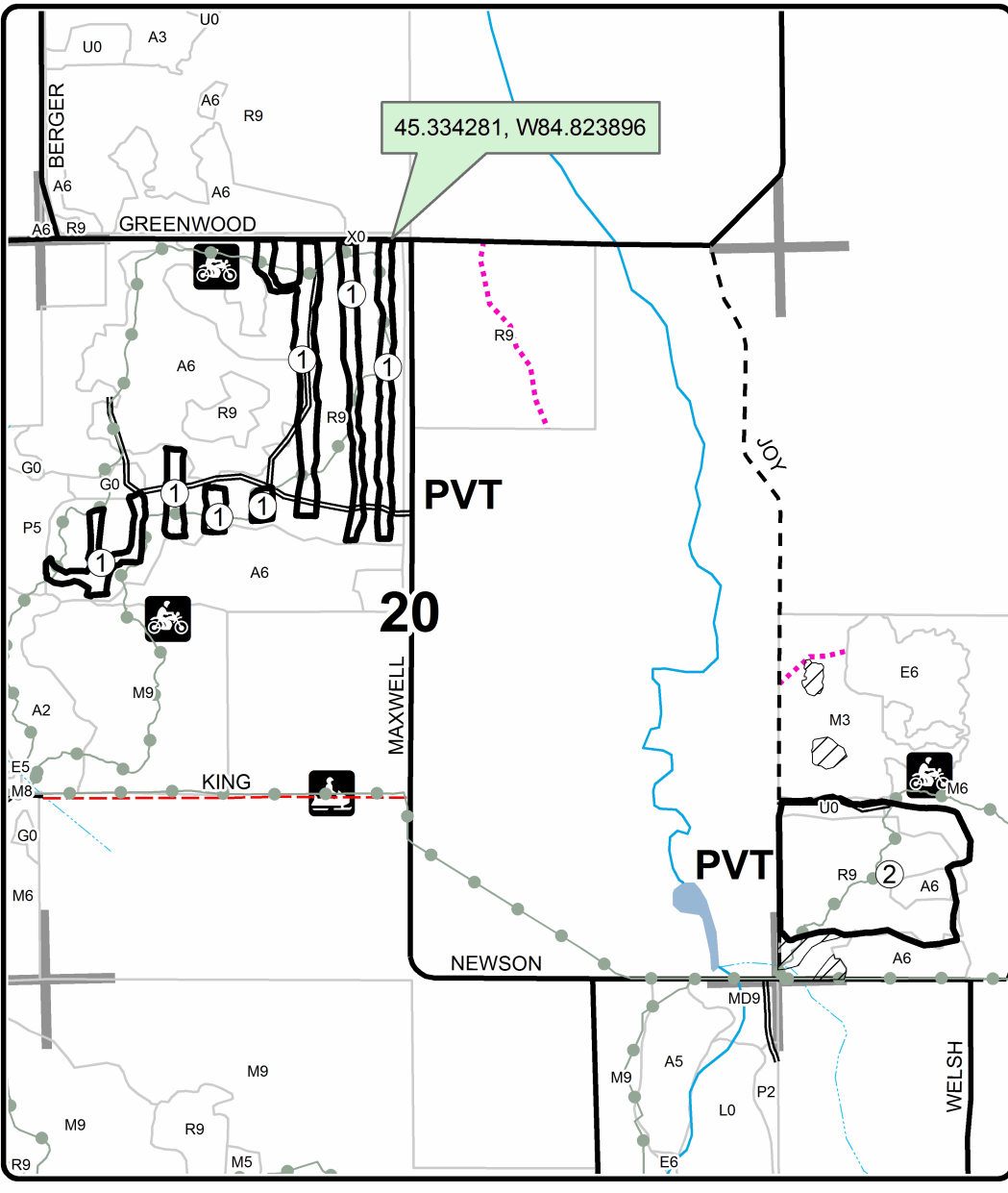
Cover Type				Density			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor		
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well		
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water				
G = Grass	MD = Mixed Deciduous	T = Tamarack					

PU	Acres
1	22.7
2	28

## Eskimo Kiss Mix

### Compartment 126

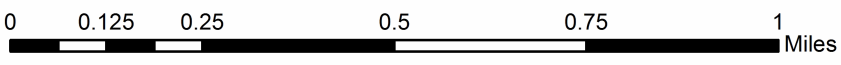
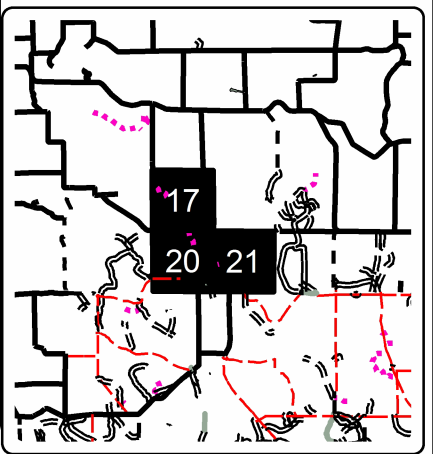
50.7 Acres



### Legend

- Against State (Red)
- ▨ Retention Area
- Recreational Trail
- Secondary Forest Road
- Paved Road
- - Gravel Road
- - - County Road - Seasonal
- ⋯ Temporary Management Access
- ⋯ Intermittent Stream
- Perennial River
- Lakes and Rivers
- Stand Boundaries
- Section Corners

Locator Map  
1:200,000



## TIMBER SALE INFORMATION

Giddy Up Hardwood (52-130-21)  
T36N, R05W, SEC. 13; T36N, R05W, SEC. 14.  
Emmet County (Advertised Price \$87,536.00)

SALE NOTE: Seasonal harvest restrictions applied to this sale due to barkslip period and the presence of the designated snowmobile trail.

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
B. T. Aspen	121.0 MBF	\$ 62.00 / MBF
Basswood	73.7 MBF	\$ 80.00 / MBF
Beech	67.5 MBF	\$ 60.00 / MBF
Red Maple	18.4 MBF	\$ 118.00 / MBF
Sugar Maple	147.3 MBF	\$ 331.00 / MBF
White Ash	8.8 MBF	\$ 99.00 / MBF
Pulpwood		
B. T. Aspen	44 Cords	\$ 24.00 / Cord
Basswood	94 Cords	\$ 15.70 / Cord
Beech	261 Cords	\$ 19.10 / Cord
Red Maple	15 Cords	\$ 19.10 / Cord
Sugar Maple	545 Cords	\$ 19.10 / Cord
White Ash	4 Cords	\$ 19.10 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 10.42 percent. There are an estimated 2,055 cords on this timber sale, plus or minus 214 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

### **BOND AND PAYMENT SCHEDULE:**

1. A bond in the amount of \$4,377.00 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	36.6%
02	39.7%
03	23.7%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 09/30/2026.

### **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.

VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
162,368	2,055	10.42%	1,841	2,270

**VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

VDU	VOLUME		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
18	42,480	538	26.64%	394	681
45	119,888	1,518	10.50%	1,358	1,677
<b>TOTAL:</b>	<b>162,368</b>	<b>2,055</b>		<b>1,753</b>	<b>2,358</b>

**VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
18	23.2	3	23.2
45	74.5	1	35.8
		2	38.7
<b>TOTAL:</b>	<b>97.7</b>		<b>97.7</b>

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	30.6	MBF	35.8	\$32,061.10
	Basswood		20.2	MBF		
	Beech		32.4	MBF		
	Red Maple		8.8	MBF		
	Sugar Maple		57.2	MBF		
	B. T. Aspen	Pulpwood	13	Cords		
	Basswood		23	Cords		
	Beech		125	Cords		
	Red Maple		7	Cords		
	Sugar Maple		180	Cords		
2	B. T. Aspen	Sawtimber	33.1	MBF	38.7	\$34,699.10
	Basswood		21.8	MBF		
	Beech		35.1	MBF		
	Red Maple		9.6	MBF		
	Sugar Maple		61.8	MBF		
	B. T. Aspen	Pulpwood	15	Cords		
	Basswood		25	Cords		
	Beech		136	Cords		
	Red Maple		8	Cords		
	Sugar Maple		194	Cords		
3	B. T. Aspen	Sawtimber	57.3	MBF	23.2	\$20,775.80
	Basswood		31.7	MBF		
	Sugar Maple		28.3	MBF		
	White Ash		8.8	MBF		
	B. T. Aspen	Pulpwood	16	Cords		
	Basswood		46	Cords		
	Sugar Maple		171	Cords		
	White Ash		4	Cords		
TOTAL:			436.7	MBF		
TOTAL:			963	Cords		

# Sale Specific Conditions & Requirements

**Sale Name: Giddy Up Hardwood**

**Sale Number: 52-130-21 Seq#: 1**

## 1 - Sale Area

### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines adjacent to private property are marked with blue paint. Exterior sale boundary lines adjacent to state property are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

## 2 - Timber Specifications

### 2.1 - Included Timber

#### 2.1.3 - Cut tree marked unit(s) (12/08)

Within Payment Unit(s) 1, 2, and 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also cut all white ash and beech trees except those marked with a band of green paint. Lastly, cut all trees, regardless of merchantability, that are located within an area bounded by pink paint. These areas are being cut to create post-harvest canopy gaps to encourage seedling/sapling regeneration.

### 2.2 - Utilization

#### 2.2.6 - Roundwood operation required (3/21)

The skidding of whole trees or tree segments with limbs attached is prohibited within the Sale Area. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

#### 2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. Retain on site between 1/6 and 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is because biomass retention requirements.

## 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. The amendment must be signed and returned before harvest operations can begin. 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. 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, chipped, utilized, or otherwise removed from the sale.

#### 4.1.6 - Road construction (1/09)

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth.

### 4.2 - Maintenance

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

The following road maintenance is required: N. Conway Rd. must always remain passable and free of slash and ruts.

## 5 - Operations

### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to discuss contract specifications and to determine landing and road locations.

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

##### 5.2.1.1 - Slash within sale area (9/16)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the red and blue paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

#### 5.2.2 - Hazard Trees/Snags

##### 5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

##### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, and 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 1 to April 1. This restriction is because of the designated snowmobile trail that exists on N. Conway Rd.

##### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, 2, and 3, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.32 - Decking/landing restoration (9/13)

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

#### 5.2.41 - Snowmobile trail protection (9/11)

The designated 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 during the non-snowmobile season, it must be maintained and restored to the satisfaction of the Unit Manager or his/her representative prior to December 1st, and suitable for trail grooming to occur. The snowmobile trail may not be used for any timber sale operations from December 1 to April 1. All stumps within 10 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 which is 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 on-site 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 N. Conway Rd. 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.





### TIMBER SALE MAP

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

Sale Number	Year
52-130-21	2021

Forest Management Unit <b>GAYLORD-NORTH</b>	County <b>EMMET</b>	Mapped By <b>STACKS</b>	Date <b>09/30/21</b>	Page <b>1</b>	of <b>1</b>
Township <b>T36N</b>	Range <b>R05W</b>	Section(s) and Subdivision(s) <b>13 W 1/2 SW, 14 SENE, NESE</b>			
Cruised By <b>STACKS</b>					

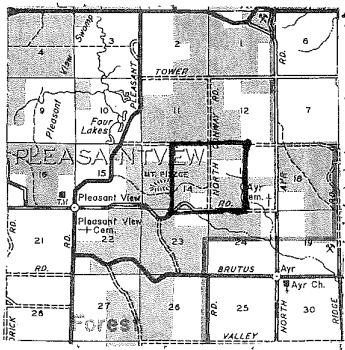
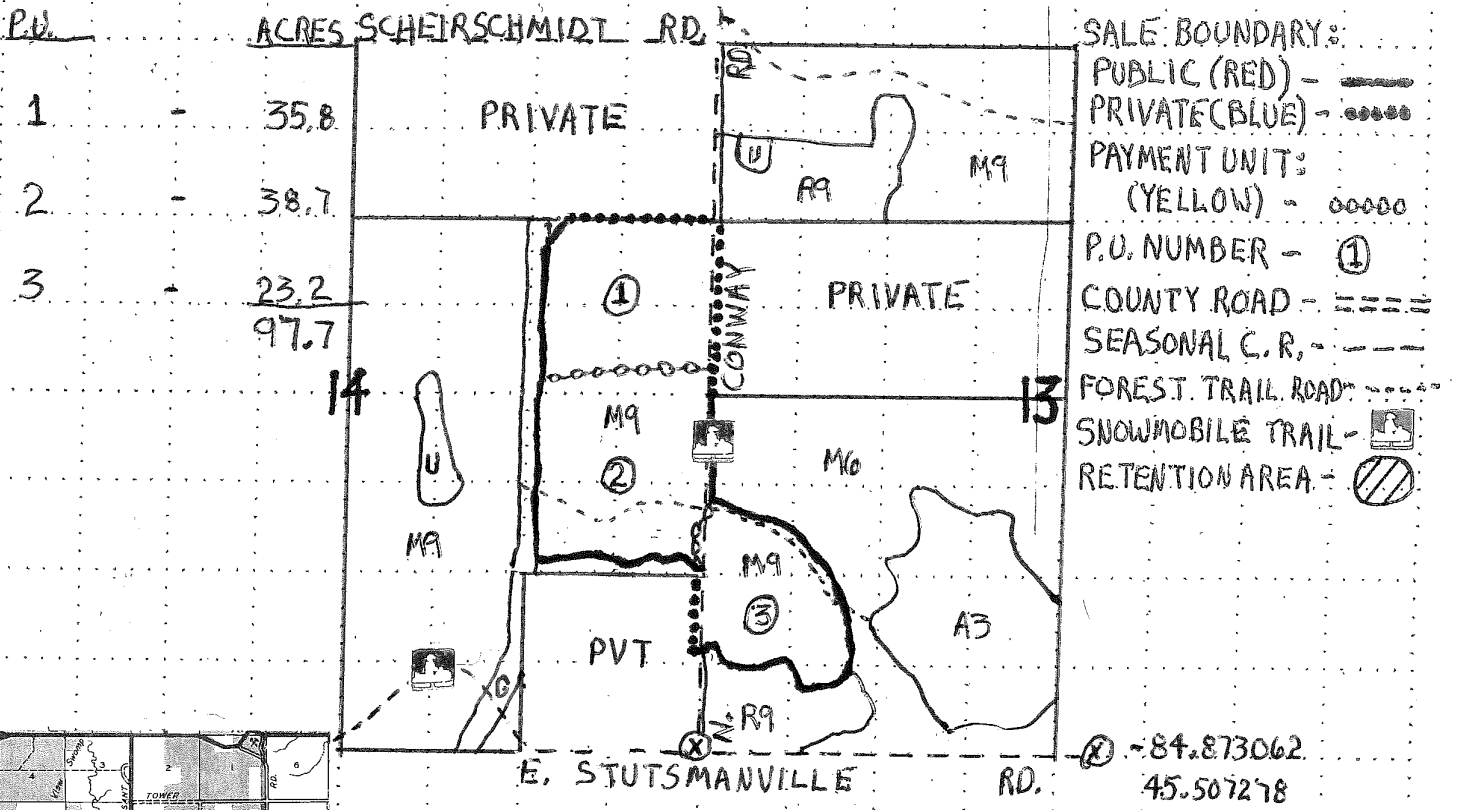
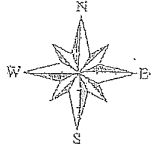
Cover Type				Density	
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor
D = Tread Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand		
G = Grass	MD = Mixed Deciduous		Z = Water		
H = Hemlock	N = Marsh				

COMPARTMENT 116

GIDDY UP HARDWOOD

EMMET COUNTY

97.7 ACRES



0.25 Miles



Giddy Up Hardwood (52-130-21)  
T36N, R05W, SEC. 13; T36N, R05W, SEC. 14; Emmet COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on July 25, 2023, I am hereby submitting my sealed bid ( firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
B. T. Aspen	121.0 MBF	\$ 62.00/MBF	\$ _____
Basswood	73.7 MBF	\$ 80.00/MBF	\$ _____
Beech	67.5 MBF	\$ 60.00/MBF	\$ _____
Red Maple	18.4 MBF	\$ 118.00/MBF	\$ _____
Sugar Maple	147.3 MBF	\$ 331.00/MBF	\$ _____
White Ash	8.8 MBF	\$ 99.00/MBF	\$ _____
<b>Pulpwood</b>			
B. T. Aspen	44 Cords	\$ 24.00/Cord	\$ _____
Basswood	94 Cords	\$ 15.70/Cord	\$ _____
Beech	261 Cords	\$ 19.10/Cord	\$ _____
Red Maple	15 Cords	\$ 19.10/Cord	\$ _____
Sugar Maple	545 Cords	\$ 19.10/Cord	\$ _____
White Ash	4 Cords	\$ 19.10/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 10.42 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

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



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

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

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

### VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.
- All information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (       )	
City	State	ZIP	

*I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.*

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Hades Mix (52-111-22)

T33N, R03W, SEC. 18; T33N, R03W, SEC. 19; T33N, R03W, SEC. 20; T33N,

In response to the notice of sale to be held 9:00 a.m. (local time) on July 25, 2023, I am hereby submitting my sealed bid ( firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
Basswood	131.1 MBF	\$ 64.00/MBF	\$ _____
Mixed Aspen	119.1 MBF	\$ 50.00/MBF	\$ _____
White Pine	77.2 MBF	\$ 65.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	8 Cords	\$ 16.40/Cord	\$ _____
Basswood	412 Cords	\$ 12.55/Cord	\$ _____
Mixed Aspen	757 Cords	\$ 19.20/Cord	\$ _____
Mixed Hardwood	672 Cords	\$ 15.25/Cord	\$ _____
White Pine	43 Cords	\$ 32.00/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 18.19 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_ - \_\_\_ - \_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_ - \_\_\_ - \_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

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



<b>FOR DEPARTMENT USE ONLY</b>	
Sale Number (XX - XXX - XX - XX)	
Forest Management Unit:	

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

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Part 5 of Act 451 of 1994, as amended.

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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- All information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (       )	
City	State	ZIP	

*I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.*

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Eskimo Kiss Mix (52-119-22)  
T34N, R04W, SEC. 17; T34N, R04W, SEC. 20; T34N, R04W, SEC. 21; Emmet

In response to the notice of sale to be held 9:00 a.m. (local time) on July 25, 2023, I am hereby submitting my sealed bid ( firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
Sawtimber			
Red Pine	538.4 MBF	\$ 179.00/MBF	\$ _____
Pulpwood			
Mixed Aspen	219 Cords	\$ 30.40/Cord	\$ _____
Mixed Hardwood	244 Cords	\$ 24.20/Cord	\$ _____
Red Pine	221 Cords	\$ 71.80/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 16.13 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_\_\_ - \_\_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

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

