



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN
TIMBER SALE PROSPECTUS #7427**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on April 18, 2024.

LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 S STATE HWY M 123, NEWBERRY, MI 49868.

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

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

Halifax Hellscape RP Salvage (42-007-24) / T48N, R08W, SEC. 16, NENE.

Luce County, Advertised Price \$1,922.70, 5.9 Acres, Red Pine.

SALE NOTE: Note that this is a salvage sale. Most of the trees marked are lying down or are residual trees that were damaged or broken off during a wind event. Harvest as quickly as possible to avoid deterioration.

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

The ditch along highway M-123 will need to be crossed to access the sale area. See Sale Spec 5.2.17 for details.

There will be no extensions granted on this contract. The purpose of this sale is to remove trees that have blown down before an insect infestation occurs.

Defector Hardwoods (42-008-23) / T45N, R11W, SEC. 25, S1/2NW,N1/2SW.

T45N, R11W, SEC. 26, SENW,S1/2NE,SW,SE.

T45N, R11W, SEC. 27, E1/2SE.

T45N, R11W, SEC. 35, N1/2NW,NWNE.

Luce County, Advertised Price \$211,898.85, 323.2 Acres, Hardwood, Aspen.

SALE NOTE: No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

Within Payment Unit(s) 1, 3, 4, & 6-13, harvesting is not permitted during the period of April 15 to July 15 because of bark slippage.

To encourage grouse and other wildlife, in Payment Unit(s) 2 & 5, leave drumming logs using forest products. See Sale Spec 5.2.4.4.

An ORV trail is shown on the Timber Sale Map. See Sale Spec. 5.2.39 for restrictions.

A snowmobile trail is shown on the Timber Sale Map. See Sale Spec 5.2.41 for additional information/restrictions.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO Box 428 5666 S STATE HWY M 123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on April 18, 2024. For further information concerning this sale, contact Keith Magnusson at 906-291-0120 extension n/a.

2. Bidder's Qualifications (10/22)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Worker's Compensation (10/22)

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

10. Timber Sale Contract (10/22)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Scott Bowen
Director

TIMBER SALE INFORMATION

Halifax Hellscape RP Salvage (42-007-24)

T48N, R08W, SEC. 16.

Luce County (Advertised Price \$1,922.70)

SALE NOTE: Note that this is a salvage sale. Most of the trees marked are lying down or are residual trees that were damaged or broken off during a wind event. Harvest as quickly as possible to avoid deterioration.

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

The ditch along highway M-123 will need to be crossed to access the sale area. See Sale Spec 5.2.17 for details.

There will be no extensions granted on this contract. The purpose of this sale is to remove trees that have blown down before an insect infestation occurs.

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 & SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Pulpwood | | |
| Red Pine | 39 Cords | \$ 49.30 / 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:

- A bond in the amount of \$96.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- Cutting in any sale or unit without the required advance payment would be considered a trespass.
- Total payment must be paid in advance or according to the following schedule :
 - Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - The remainder is due before cutting begins.
 - Payment for each of the following units must be made before cutting begins in that unit:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 01 | 100.0% |
- If no cutting takes place, the 10% down payment will not be refunded.
- Operations on the contract issued will terminate on 12/31/2024.

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.

| <u>VOLUME</u> | | <u>STATISTICAL RANGE IN CORDS</u> | | |
|-------------------------|--------------------|-----------------------------------|----------------|----------------|
| <u>TOTAL CUBIC FEET</u> | <u>TOTAL CORDS</u> | <u>PERCENT ERROR</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
| 3,114 | 39 | 0.00% | 39 | 39 |

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 |
| 16 | 3,114 | 39 | 0.00% | 39 | 39 |
| TOTAL: | 3,114 | 39 | | 39 | 39 |

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 |
|---------------|------------|----|------------|
| 16 | 5.9 | 1 | 5.9 |
| TOTAL: | 5.9 | | 5.9 |

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|---------------|--------------|----------|-----------|--------------|-------|-----------------|
| 1 | Red Pine | Pulpwood | 39 | Cords | 5.9 | \$1,922.70 |
| TOTAL: | | | 39 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: Halifax Hellscape RP Salvage

Sale Number: 42-007-24 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary is unpainted and identified by the blowdown area shown on the Timber Sale Map. Exterior sale boundary lines against state can be identified by following the trees marked with green paint along the edge of the blowdown area. The northern boundary is unpainted and identified by M-123.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with green paint above and below stump height, regardless of merchantability.

2.1.11 - Description of timber note (2/04)

Note that this is a salvage sale. Most of the trees marked are lying down or are residual trees that were damaged or broken off during a wind event.

4 - Transportation

4.1 - Construction

4.1.11 - Permits (2/12)

The DNR will secure any necessary highway permits that may be required.

4.1.12 - No new roads (1/12)

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

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 or tree tops may exceed 24 inches in height.

5.2.3 - Operating Restrictions

5.2.3.6 - Bark beetle restriction (12/08)

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

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

The ditch along highway M-123 will need to be crossed to access the sale area. If permitted by MDOT, crane mats may be the

best option. If available, mats may be borrowed from the DNR. A Timber Sale Contract Amendment will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$700.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants.

5.2.31 - Landing locations (9/13)

It is recommended that landing areas be within the sale or along the abandoned road immediately to the west of the sale area. The ditch along M-123 will need to be crossed to gain access to the sale area.

5.2.32 - Decking/landing restoration (9/13)

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

5.2.38 - No decking against live trees (2/04)

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

5.4 - 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.

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 M-123 prior to beginning operations. The road must be posted approximately 350 feet 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. The purpose of this sale is to remove trees that have blown down before an insect infestation occurs.

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 windthrow. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.



TIMBER SALE MAP

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

Sale Number
42-007-24

Date
03/14/2024

| | | |
|------------------------|--------|---------------------------------|
| Forest Management Unit | County | Mapped By: Livermore |
| Newberry Mgt Unit | Luce | Cruised By: Newberry Unit Staff |

| | | |
|---------|------|----|
| Scale | Page | Of |
| 1:5,000 | 1 | 1 |

| | | |
|----------|-------|-------------------------------|
| Township | Range | Section(s) and Subdivision(s) |
| 48N | 08W | Sec. 16 NENE; |

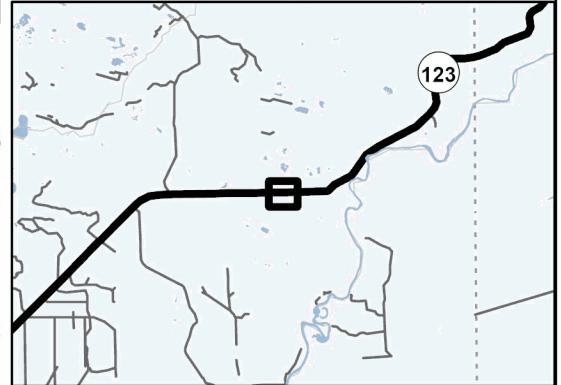
Cover Type

| | | | |
|---------------------|-------------------------|-------------------------|------------------------|
| 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

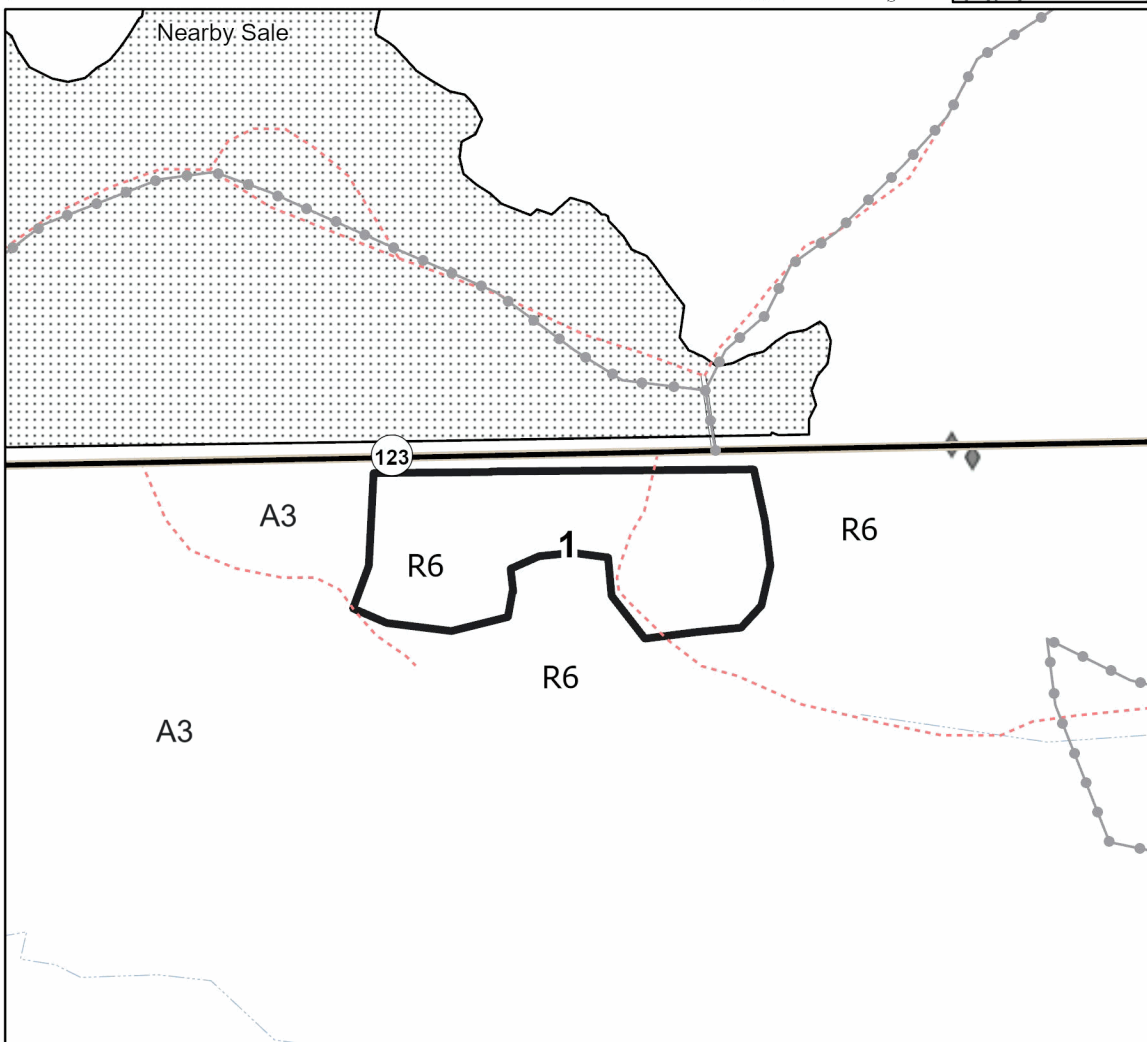
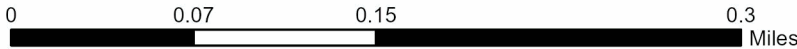
| | |
|-----------------------------|------------------------|
| 0 = Non Stocked | 5 = Pole Timber Medium |
| 1 = Seedling Sapling Poor | 6 = Pole Timber Well |
| 2 = Seedling Sapling Medium | 7 = Saw Timber Poor |
| 3 = Seedling Sapling Well | 8 = Saw Timber Medium |
| 4 = Pole Timber Poor | 9 = Saw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

Locator Map (1:200,000)



Halifax Hellscape RP Salvage

5.9 Acres



Legend

- Against State (Unpainted / Blowdown Area)
- Nearby Timber Sale
- Recreational Trail
- Secondary Forest Road
- Administrative Access Only
- Non-DNR Road
- Highway
- Field Grade Corner



TIMBER SALE INFORMATION

Defector Hardwoods (42-008-23)

T45N, R11W, SEC. 25; T45N, R11W, SEC. 26; T45N, R11W, SEC. 27; T45N, R11W, SEC. 35.
Luce County (Advertised Price \$211,898.85)

SALE NOTE: No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

Within Payment Unit(s) 1, 3, 4, & 6-13, harvesting is not permitted during the period of April 15 to July 15 because of bark slippage.

To encourage grouse and other wildlife, in Payment Unit(s) 2 & 5, leave drumming logs using forest products. See Sale Spec 5.2.4.4.

An ORV trail is shown on the Timber Sale Map. See Sale Spec. 5.2.39 for restrictions.

A snowmobile trail is shown on the Timber Sale Map. See Sale Spec 5.2.41 for additional information/restrictions.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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

| <u>PRODUCTS & SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawtimber | | |
| Basswood | 40.9 MBF | \$ 119.00 / MBF |
| Black Cherry | 75.2 MBF | \$ 100.00 / MBF |
| Red Maple | 82.9 MBF | \$ 75.00 / MBF |
| Sugar Maple | 378.7 MBF | \$ 320.00 / MBF |
| Pulpwood | | |
| Balsam Fir | 217 Cords | \$ 10.95 / Cord |
| Basswood | 166 Cords | \$ 8.05 / Cord |
| Mixed Aspen | 1,139 Cords | \$ 25.95 / Cord |
| Mixed Hardwood | 3,233 Cords | \$ 11.85 / Cord |
| Paper Birch | 32 Cords | \$ 4.15 / Cord |
| White Spruce | 54 Cords | \$ 7.35 / Cord |

* The total volume is statistically estimated within plus (+) or minus (-) 12.08 percent. There are an estimated 6,210 cords on this timber sale, plus or minus 750 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 \$10,595.00 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 | 17.1% |
| 02 | 10.1% |
| 03 | 3.1% |
| 04 | 4.1% |
| 05 | 5.8% |
| 06 | 6.7% |
| 07 | 2.8% |
| 08 | 1.5% |
| 09 | 12.1% |
| 10 | 14.7% |
| 11 | 9.8% |
| 12 | 6.2% |
| 13 | 3.4% |
| 14 | 2.6% |

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.

| VOLUME | | STATISTICAL RANGE IN CORDS | | |
|------------------|-------------|----------------------------|---------|---------|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM |
| 490,607 | 6,210 | 12.08% | 5,460 | 6,960 |

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 | | | RANGE IN CORDS | |
|---------------|------------------|--------------|---------------|----------------|--------------|
| | TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM |
| 12 | 47,962 | 607 | 18.70% | 494 | 721 |
| 22 | 23,937 | 303 | 29.25% | 214 | 392 |
| 23 | 86,662 | 1,097 | 26.56% | 806 | 1,388 |
| 26 | 23,076 | 292 | 35.65% | 188 | 396 |
| 28 | 6,756 | 86 | 57.36% | 36 | 135 |
| 30 | 176,203 | 2,230 | 13.29% | 1,934 | 2,527 |
| 34 | 39,530 | 500 | 21.79% | 391 | 609 |
| 38 | 23,113 | 293 | 29.51% | 206 | 379 |
| 40 | 18,834 | 238 | 52.57% | 113 | 364 |
| 41 | 44,534 | 564 | 39.63% | 340 | 787 |
| TOTAL: | 490,607 | 6,210 | | 4,723 | 7,697 |

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 |
|---------------|--------------|----|--------------|
| 12 | 37.8 | 1 | 37.8 |
| 22 | 22.2 | 6 | 22.2 |
| 23 | 43.9 | 2 | 43.9 |
| 26 | 21.6 | 7 | 21.6 |
| 28 | 5.4 | 8 | 5.4 |
| 30 | 124.6 | 9 | 35.2 |
| | | 10 | 42.8 |
| | | 11 | 28.5 |
| | | 12 | 18.1 |
| 34 | 32.1 | 3 | 13.8 |
| | | 4 | 18.3 |
| 38 | 15.0 | 13 | 15.0 |
| 40 | 5.5 | 14 | 5.5 |
| 41 | 15.1 | 5 | 15.1 |
| TOTAL: | 323.2 | | 323.2 |

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|----------------------|------------------|----------|--------------|-------|-----------------|
| 1 | Basswood | Sawtimber | 2.7 | MBF | 37.8 | \$35,986.15 |
| | Black Cherry | | 1.6 | MBF | | |
| | Sugar Maple | | 97.3 | MBF | | |
| | Balsam Fir | Pulpwood | 1 | Cords | | |
| | Basswood | | 7 | Cords | | |
| | Mixed Hardwood | | 363 | Cords | | |
| | <i>Yellow Birch</i> | <i>Sawtimber</i> | 0.6 | <i>MBF</i> | | |
| | <i>American Elm</i> | <i>Pulpwood</i> | 4 | <i>Cords</i> | | |
| | <i>Beech</i> | | 18 | <i>Cords</i> | | |
| | <i>Black Cherry</i> | | 25 | <i>Cords</i> | | |
| | <i>Ironwood</i> | | 28 | <i>Cords</i> | | |
| | <i>Red Maple</i> | | 4 | <i>Cords</i> | | |
| | <i>Sugar Maple</i> | | 281 | <i>Cords</i> | | |
| | <i>Yellow Birch</i> | | 2 | <i>Cords</i> | | |
| 2 | Sugar Maple | Sawtimber | 1.0 | MBF | 43.9 | \$21,356.50 |
| | Balsam Fir | Pulpwood | 59 | Cords | | |
| | Mixed Aspen | | 611 | Cords | | |
| | <i>Quaking Aspen</i> | | 611 | <i>Cords</i> | | |
| | Mixed Hardwood | | 338 | Cords | | |
| | <i>American Elm</i> | | 8 | <i>Cords</i> | | |
| | <i>Black Cherry</i> | | 152 | <i>Cords</i> | | |
| | <i>Ironwood</i> | | 15 | <i>Cords</i> | | |
| | <i>Red Maple</i> | | 71 | <i>Cords</i> | | |
| | <i>Sugar Maple</i> | | 92 | <i>Cords</i> | | |
| | Paper Birch | | 32 | Cords | | |
| | <i>Paper Birch</i> | <i>Sawtimber</i> | 1.7 | <i>MBF</i> | | |
| | <i>Paper Birch</i> | <i>Pulpwood</i> | 29 | <i>Cords</i> | | |
| | White Spruce | | 54 | Cords | | |
| 3 | Black Cherry | Sawtimber | 3.7 | MBF | 13.8 | \$6,597.65 |
| | Red Maple | | 22.8 | MBF | | |
| | Sugar Maple | | 9.2 | MBF | | |
| | Balsam Fir | Pulpwood | 2 | Cords | | |
| | Mixed Aspen | | 5 | Cords | | |
| | <i>Quaking Aspen</i> | | 5 | <i>Cords</i> | | |
| | Mixed Hardwood | | 120 | Cords | | |
| | <i>Beech</i> | <i>Sawtimber</i> | 0.4 | <i>MBF</i> | | |
| | <i>Yellow Birch</i> | | 1.6 | <i>MBF</i> | | |
| | <i>Beech</i> | <i>Pulpwood</i> | 4 | <i>Cords</i> | | |
| | <i>Black Cherry</i> | | 10 | <i>Cords</i> | | |
| | <i>Red Maple</i> | | 60 | <i>Cords</i> | | |
| | <i>Sugar Maple</i> | | 39 | <i>Cords</i> | | |
| | <i>Yellow Birch</i> | | 3 | <i>Cords</i> | | |
| 4 | Black Cherry | Sawtimber | 5.0 | MBF | 18.3 | \$8,784.75 |
| | Red Maple | | 30.3 | MBF | | |
| | Sugar Maple | | 12.2 | MBF | | |
| | Balsam Fir | Pulpwood | 3 | Cords | | |
| | Mixed Aspen | | 6 | Cords | | |
| | <i>Quaking Aspen</i> | | 6 | <i>Cords</i> | | |
| | Mixed Hardwood | | 162 | Cords | | |
| | <i>Beech</i> | <i>Sawtimber</i> | 0.5 | <i>MBF</i> | | |
| | <i>Yellow Birch</i> | | 2.3 | <i>MBF</i> | | |
| | <i>Beech</i> | <i>Pulpwood</i> | 5 | <i>Cords</i> | | |
| | <i>Black Cherry</i> | | 13 | <i>Cords</i> | | |
| | <i>Red Maple</i> | | 80 | <i>Cords</i> | | |
| | <i>Sugar Maple</i> | | 52 | <i>Cords</i> | | |
| | <i>Yellow Birch</i> | | 6 | <i>Cords</i> | | |

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

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----------------------|----------------------|------------------|--------------|--------------|-------|-----------------|
| 5 | Red Maple | Sawtimber | 9.7 | MBF | 15.1 | \$12,242.55 |
| | Balsam Fir | Pulpwood | 5 | Cords | | |
| | Mixed Aspen | | 364 | Cords | | |
| | <i>B. T. Aspen</i> | | 299 | Cords | | |
| | <i>Balsam Poplar</i> | | 8 | Cords | | |
| | <i>Quaking Aspen</i> | | 57 | Cords | | |
| | Mixed Hardwood | | 170 | Cords | | |
| | <i>Black Cherry</i> | | 9 | Cords | | |
| | <i>Red Maple</i> | | 136 | Cords | | |
| | <i>Sugar Maple</i> | | 21 | Cords | | |
| | <i>Yellow Birch</i> | | 4 | Cords | | |
| 6 | Black Cherry | Sawtimber | 3.4 | MBF | 22.2 | \$14,275.55 |
| | Sugar Maple | | 35.8 | MBF | | |
| | Balsam Fir | Pulpwood | 2 | Cords | | |
| | Basswood | | 5 | Cords | | |
| | Mixed Hardwood | | 204 | Cords | | |
| | <i>Black Cherry</i> | | 15 | Cords | | |
| | <i>Sugar Maple</i> | | 189 | Cords | | |
| 7 | Sugar Maple | Sawtimber | 3.2 | MBF | 21.6 | \$6,008.95 |
| | Balsam Fir | Pulpwood | 78 | Cords | | |
| | Mixed Aspen | | 119 | Cords | | |
| | <i>Balsam Poplar</i> | | 43 | Cords | | |
| | <i>Quaking Aspen</i> | | 76 | Cords | | |
| | Mixed Hardwood | | 88 | Cords | | |
| | <i>Black Cherry</i> | | 40 | Cords | | |
| | <i>Ironwood</i> | | 11 | Cords | | |
| | <i>Red Maple</i> | | 3 | Cords | | |
| | <i>Sugar Maple</i> | | 34 | Cords | | |
| 8 | Sugar Maple | Sawtimber | 7.1 | MBF | 5.4 | \$3,073.55 |
| | Balsam Fir | Pulpwood | 1 | Cords | | |
| | Basswood | | 4 | Cords | | |
| | Mixed Hardwood | | 64 | Cords | | |
| | <i>Yellow Birch</i> | <i>Sawtimber</i> | 1.0 | <i>MBF</i> | | |
| | <i>Ironwood</i> | <i>Pulpwood</i> | 1 | <i>Cords</i> | | |
| | <i>Sugar Maple</i> | | 59 | <i>Cords</i> | | |
| | <i>Yellow Birch</i> | | 2 | <i>Cords</i> | | |
| | 9 | Basswood | Sawtimber | 9.4 | | |
| Black Cherry | | | 12.0 | MBF | | |
| Red Maple | | | 4.1 | MBF | | |
| Sugar Maple | | | 55.6 | MBF | | |
| Balsam Fir | | Pulpwood | 1 | Cords | | |
| Basswood | | | 11 | Cords | | |
| Mixed Aspen | | | 10 | Cords | | |
| <i>B. T. Aspen</i> | | | 5 | Cords | | |
| <i>Quaking Aspen</i> | | | 5 | Cords | | |
| Mixed Hardwood | | | 415 | Cords | | |
| <i>American Elm</i> | | <i>Sawtimber</i> | 0.7 | <i>MBF</i> | | |
| <i>Beech</i> | | | 0.5 | <i>MBF</i> | | |
| <i>Yellow Birch</i> | | | 0.7 | <i>MBF</i> | | |
| <i>Beech</i> | | <i>Pulpwood</i> | 25 | <i>Cords</i> | | |
| <i>Black Cherry</i> | | | 50 | <i>Cords</i> | | |
| <i>Red Maple</i> | | | 61 | <i>Cords</i> | | |
| <i>Sugar Maple</i> | | | 273 | <i>Cords</i> | | |
| <i>Yellow Birch</i> | | 3 | <i>Cords</i> | | | |
| 10 | Basswood | Sawtimber | 11.3 | MBF | 42.8 | \$31,235.75 |
| | Black Cherry | | 14.5 | MBF | | |

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

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|---------------------|----------------------|------------------|--------------|--------------|-------|-----------------|
| 10 con't | Red Maple | Sawtimber | 5.0 | MBF | | |
| | Sugar Maple | | 67.6 | MBF | | |
| | Balsam Fir | Pulpwood | 2 | Cords | | |
| | Basswood | | 13 | Cords | | |
| | Mixed Aspen | | 12 | Cords | | |
| | <i>B. T. Aspen</i> | | 6 | <i>Cords</i> | | |
| | <i>Quaking Aspen</i> | | 6 | <i>Cords</i> | | |
| | Mixed Hardwood | | 506 | Cords | | |
| | <i>American Elm</i> | <i>Sawtimber</i> | 0.8 | <i>MBF</i> | | |
| | <i>Beech</i> | | 0.6 | <i>MBF</i> | | |
| | <i>Yellow Birch</i> | | 0.8 | <i>MBF</i> | | |
| | <i>Beech</i> | <i>Pulpwood</i> | 29 | <i>Cords</i> | | |
| | <i>Black Cherry</i> | | 61 | <i>Cords</i> | | |
| | <i>Red Maple</i> | | 75 | <i>Cords</i> | | |
| | <i>Sugar Maple</i> | | 333 | <i>Cords</i> | | |
| | <i>Yellow Birch</i> | | 3 | <i>Cords</i> | | |
| 11 | Basswood | Sawtimber | 7.6 | MBF | 28.5 | \$20,806.35 |
| | Black Cherry | | 9.7 | MBF | | |
| | Red Maple | | 3.3 | MBF | | |
| | Sugar Maple | | 45.0 | MBF | | |
| | Balsam Fir | Pulpwood | 1 | Cords | | |
| | Basswood | | 9 | Cords | | |
| | Mixed Aspen | | 8 | Cords | | |
| | <i>B. T. Aspen</i> | | 4 | <i>Cords</i> | | |
| | <i>Quaking Aspen</i> | | 4 | <i>Cords</i> | | |
| | Mixed Hardwood | | 337 | Cords | | |
| | <i>American Elm</i> | <i>Sawtimber</i> | 0.6 | <i>MBF</i> | | |
| | <i>Beech</i> | | 0.4 | <i>MBF</i> | | |
| | <i>Yellow Birch</i> | | 0.5 | <i>MBF</i> | | |
| | <i>Beech</i> | <i>Pulpwood</i> | 20 | <i>Cords</i> | | |
| | <i>Black Cherry</i> | | 41 | <i>Cords</i> | | |
| | <i>Red Maple</i> | | 50 | <i>Cords</i> | | |
| <i>Sugar Maple</i> | | 221 | <i>Cords</i> | | | |
| <i>Yellow Birch</i> | | 2 | <i>Cords</i> | | | |
| 12 | Basswood | Sawtimber | 4.8 | MBF | 18.1 | \$13,189.65 |
| | Black Cherry | | 6.1 | MBF | | |
| | Red Maple | | 2.1 | MBF | | |
| | Sugar Maple | | 28.6 | MBF | | |
| | Balsam Fir | Pulpwood | 1 | Cords | | |
| | Basswood | | 6 | Cords | | |
| | Mixed Aspen | | 4 | Cords | | |
| | <i>B. T. Aspen</i> | | 2 | <i>Cords</i> | | |
| | <i>Quaking Aspen</i> | | 2 | <i>Cords</i> | | |
| | Mixed Hardwood | | 214 | Cords | | |
| | <i>American Elm</i> | <i>Sawtimber</i> | 0.4 | <i>MBF</i> | | |
| | <i>Beech</i> | | 0.2 | <i>MBF</i> | | |
| | <i>Yellow Birch</i> | | 0.3 | <i>MBF</i> | | |
| | <i>Beech</i> | <i>Pulpwood</i> | 13 | <i>Cords</i> | | |
| | <i>Black Cherry</i> | | 26 | <i>Cords</i> | | |
| | <i>Red Maple</i> | | 32 | <i>Cords</i> | | |
| <i>Sugar Maple</i> | | 140 | <i>Cords</i> | | | |
| <i>Yellow Birch</i> | | 1 | <i>Cords</i> | | | |
| 13 | Basswood | Sawtimber | 1.6 | MBF | 15.0 | \$7,229.30 |
| | Black Cherry | | 19.2 | MBF | | |
| | Red Maple | | 5.6 | MBF | | |
| | Sugar Maple | | 6.7 | MBF | | |

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

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----------|---------------------|-----------|----------|--------------|-------|-----------------|
| 13 con't | Balsam Fir | Pulpwood | 1 | Cords | | |
| | Basswood | | 1 | Cords | | |
| | Mixed Hardwood | | 214 | Cords | | |
| | <i>Black Cherry</i> | | 115 | <i>Cords</i> | | |
| | <i>Red Maple</i> | | 63 | <i>Cords</i> | | |
| | <i>Sugar Maple</i> | | 36 | <i>Cords</i> | | |
| 14 | Basswood | Sawtimber | 3.5 | MBF | 5.5 | \$5,417.30 |
| | Sugar Maple | | 9.4 | MBF | | |
| | Balsam Fir | Pulpwood | 60 | Cords | | |
| | Basswood | | 110 | Cords | | |
| | Mixed Hardwood | | 38 | Cords | | |
| | <i>Ironwood</i> | | 3 | <i>Cords</i> | | |
| | <i>Sugar Maple</i> | | 35 | <i>Cords</i> | | |
| | TOTAL: | | | 577.7 | | |
| TOTAL: | | | 4,841 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: Defector Hardwoods

Sale Number: 42-008-23 Seq#: 2

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, along with a road. Exterior sale boundary lines against state are marked with red paint. Exterior sale boundary lines against private property are marked with blue paint. Interior Payment Unit boundaries are marked with yellow paint, with the exception of the interior Payment Unit boundary between Payment Units 11 & 12, & the interior Payment Unit boundary between Payment Units 3 & 4, which are both unpainted and identified by Country Road 468. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 2, 5, & 14, cut all trees that are two (2) inches or more at DBH. In addition, the following exceptions apply:

- Within Payment Unit 2, do not cut white oak, apple trees, or any trees marked with green paint.
- Within Payment Unit 5, do not cut any white pine, hemlock, or cedar.
- Within Payment Unit 14, do not cut any white pine that are eighteen (18) inches or more at DBH.

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

Within Payment Unit(s) 1, 3, 4, & 6-13, all trees, except the species listed below, are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. As referenced above, do not cut hemlock, white pine, sub-merchantable balsam fir and spruce, even if they are marked in orange paint. Additionally, cut all merchantable balsam fir, except those ringed in green paint.

Within Payment Unit 7, cut all aspen, ironwood, & balsam fir.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1, 2, 5, 6, & 9-12, may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green paint or designated species, size, etc. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay double stumpage as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a red boundary line. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay double stumpage as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not

constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

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.

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 or tree tops may exceed 24 inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, 3, 4, & 6-13, 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.

5.2.4 - Dead and Down Creation

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

To encourage grouse and other wildlife, in Payment Unit(s) 2 & 5, leave drumming logs using forest products within the sale boundaries (where applicable) by placing nine (9) 15-inch DBH unmerchantable woody material 8-10 feet long or greater, flat on the ground next to a tall stump at least 3 feet high. If no unmerchantable products of this size are available, use a log of the same dimensions next to a stump at least 3 feet tall. Placement should be near mature aspen. Leave at least 1 drumming log per 4 acres and attempt to locate portions of the stand with ample aspen prior to harvest.

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)

An ORV trail is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route.

5.2.41 - Snowmobile trail protection (9/11)

A snowmobile trail is shown on the Timber Sale Map. This snowmobile trail is also along a seasonal county road. If the sale is cut in the winter months, contact the county road commission to gain permission to use the road in the winter. 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. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile

trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.4 - Soil Protection

5.4.1 - 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 on-site evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile trail posting (10/20)

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



TIMBER SALE MAP

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

Sale Number
42-008-23

Date
10/11/2023

Forest Management Unit
Newberry Mgt Unit

County
Luce

Mapped By: L. Livermore
Cruised By: Newberry Unit Staff

Scale
1:15,840

Page
2

Of
2

Township 45N Range 11W Section(s) and Subdivision(s) Sec. 25 S1/2NW,N1/2SW; Sec. 26 SENW,S1/2NE,SW,SE; Sec. 27 E1/2SE; Sec. 35 N1/2NW,NWNE;

Cover Type

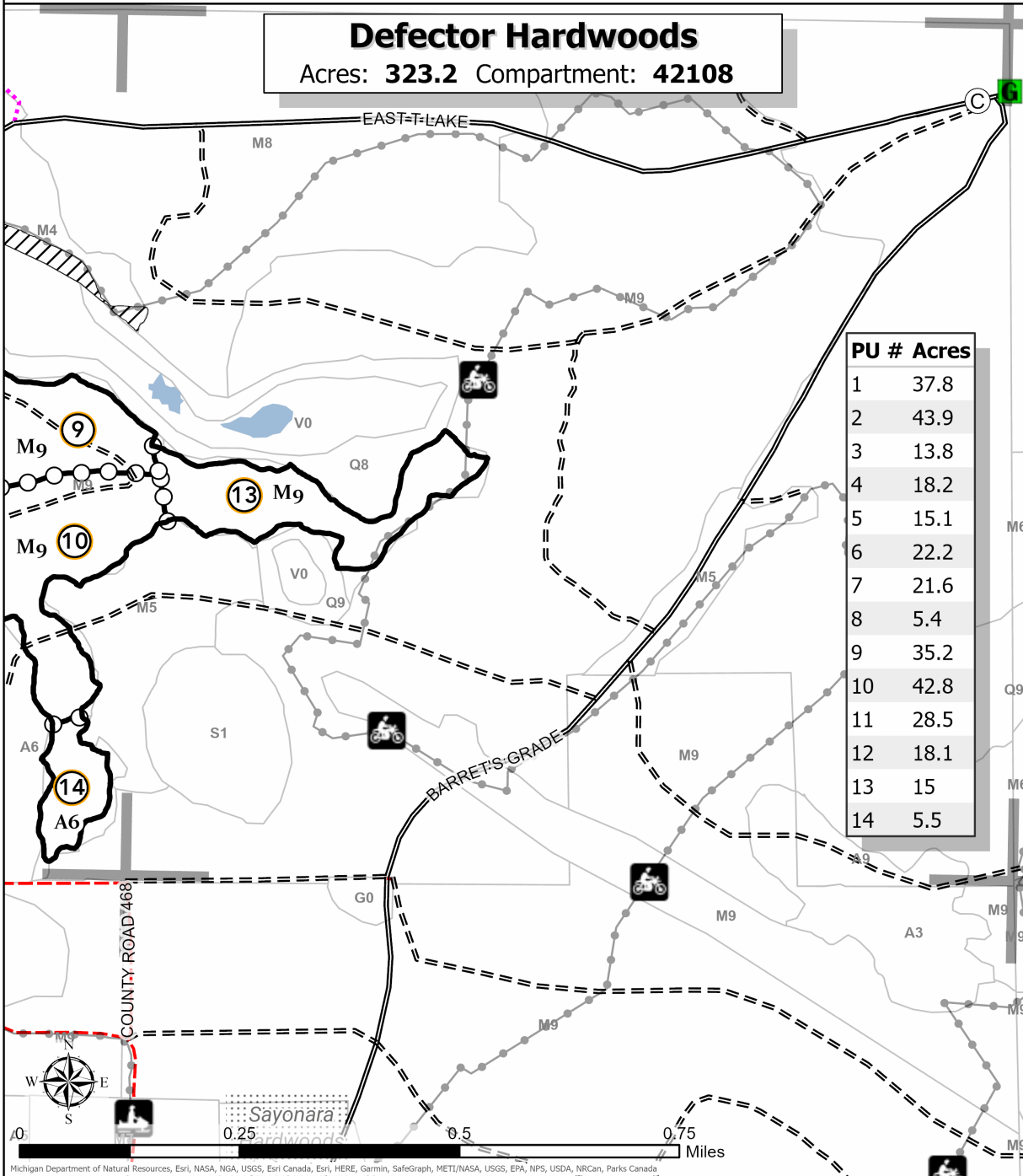
| | | | |
|---------------------|-------------------------|-------------------------|------------------------|
| A = Aspen | J = Jack Pine | O = Oak | U = Upland Brush |
| B = Paper Birch | K = Rock | P = Lowland Poplar | UM = Upland Mix Forest |
| C = Cedar | L = Lowland Brush | Q = Mixed Swamp Conifer | 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 |

Defector Hardwoods

Acres: **323.2** Compartment: **42108**



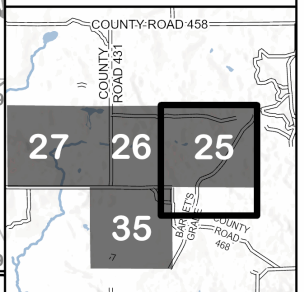
QR Code



Legend

- ~ Against State
- Payment Unit
- Gate
- MIRIS Section Corner
- Lakes and Rivers
- ▨ Retention Areas
- Primary Forest Road
- Secondary Forest Road
- Forest Access Route
- Paved Road
- Gravel Road
- County Road - Seasonal
- Private Road
- Temporary Management Access
- Stand
- Cultvert
- Recreational Trail
- Motorcycle Trails
- Snowmobile Trails
- Nearby Timber Sale

Locator Map (1:200,000)





TIMBER SALE MAP

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

Sale Number

42-008-23

Date

10/11/2023

Forest Management Unit

Newberry Mgt Unit

County

Luce

Mapped By: L. Livermore

Cruised By: Newberry Unit Staff

Scale

1:15,840

Page

1

Of

2

Township
45N

Range
11W

Section(s) and
Subdivision(s)

Sec. 25 S1/2NW,N1/2SW; Sec. 26 SENW,S1/2NE,SW,SE; Sec. 27 E1/2SE; Sec. 35 N1/2NW,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 = Tread 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 |

Defector Hardwoods

Acres: 323.2 Compartment: 42108

| PU # | Acres | PU # | Acres |
|------|-------|------|-------|
| 1 | 37.8 | 8 | 5.4 |
| 2 | 43.9 | 9 | 35.2 |
| 3 | 13.8 | 10 | 42.8 |
| 4 | 18.2 | 11 | 28.5 |
| 5 | 15.1 | 12 | 18.1 |
| 6 | 22.2 | 13 | 15 |
| 7 | 21.6 | 14 | 5.5 |

Approximately 1.2 miles north on CR 431 to CR 458 (Red Camp Rd) from PU1

The Interior Payment Unit boundary separating Payment Units 3 & 4 is unpainted and represented by County Road 468

The Interior Payment Unit boundary separating Payment Units 11 & 12 is unpainted and represented by County Road 468

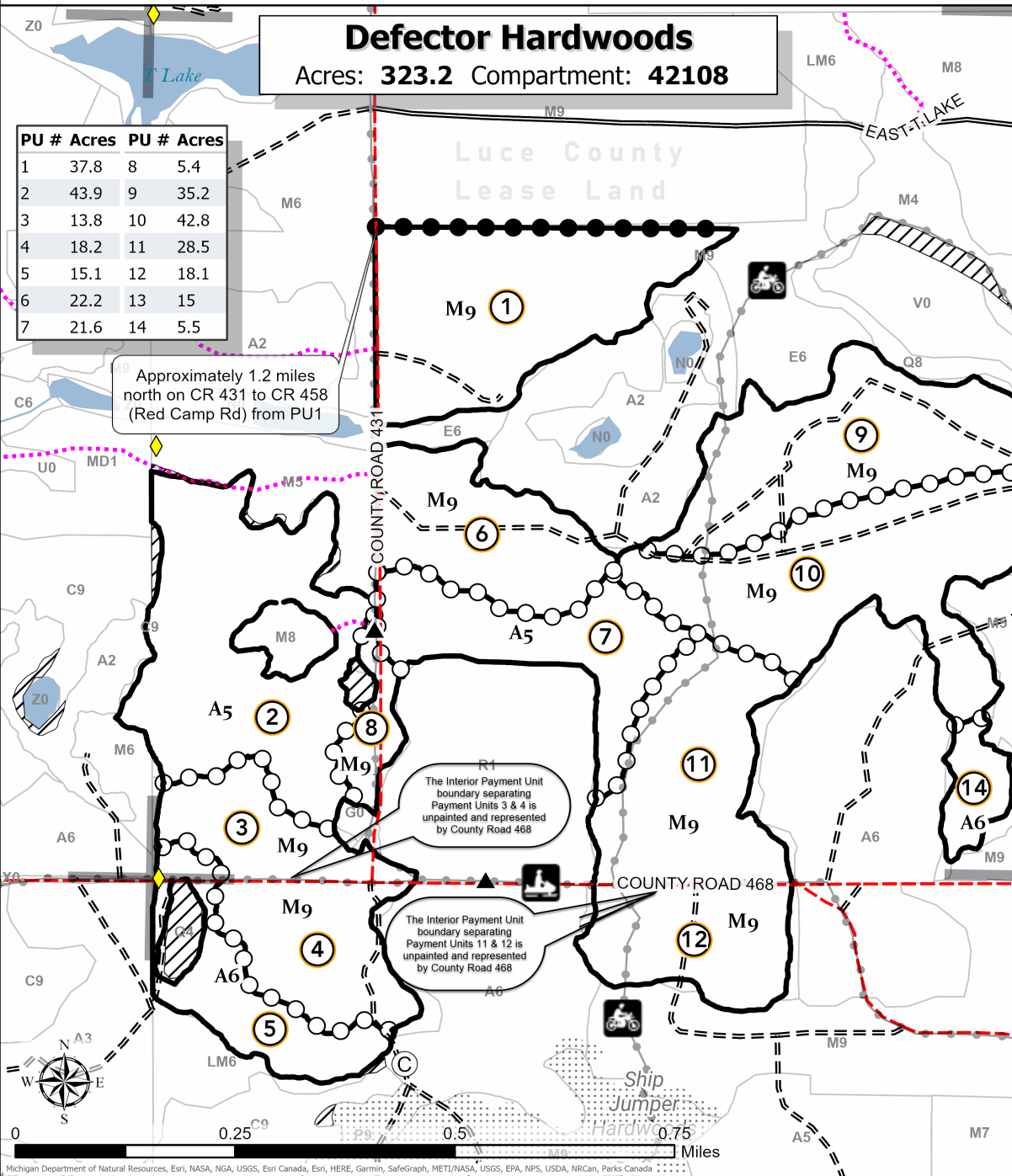
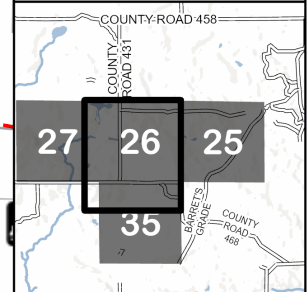
QR Code



Legend

- Against State
- Payment Unit
- Private Boundary
- Survey Grade Corner
- Berm
- MIRIS Section Corner
- Perennial River
- Lakes and Rivers
- Retention Areas
- Primary Forest Road
- Secondary Forest Road
- Forest Access Route
- Paved Road
- Gravel Road
- County Road - Seasonal
- Private Road
- Temporary Management Access
- Stand
- Culvert
- Recreational Trail
- Motorcycle Trails
- Snowmobile Trails
- Nearby Timber Sale

Locator Map (1:200,000)



Defector Hardwoods (42-008-23)
T45N, R11W, SEC. 25; T45N, R11W, SEC. 26; T45N, R11W, SEC. 27; T45N,

In response to the notice of sale to be held 3:00 p.m. (local time) on April 18, 2024, 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 & SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE/UNIT</u> |
|-------------------------------|--------------------------|-------------------------|-----------------------|
| Sawtimber | | | |
| Basswood | 40.9 MBF | \$ 119.00/MBF | \$ _____ |
| Black Cherry | 75.2 MBF | \$ 100.00/MBF | \$ _____ |
| Red Maple | 82.9 MBF | \$ 75.00/MBF | \$ _____ |
| Sugar Maple | 378.7 MBF | \$ 320.00/MBF | \$ _____ |
| Pulpwood | | | |
| Balsam Fir | 217 Cords | \$ 10.95/Cord | \$ _____ |
| Basswood | 166 Cords | \$ 8.05/Cord | \$ _____ |
| Mixed Aspen | 1,139 Cords | \$ 25.95/Cord | \$ _____ |
| Mixed Hardwood | 3,233 Cords | \$ 11.85/Cord | \$ _____ |
| Paper Birch | 32 Cords | \$ 4.15/Cord | \$ _____ |
| White Spruce | 54 Cords | \$ 7.35/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 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

Halifax Hellscape RP Salvage (42-007-24)
T48N, R08W, SEC. 16; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on April 18, 2024, 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 & SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE/UNIT</u> |
|-------------------------------|--------------------------|-------------------------|-----------------------|
| Pulpwood Red Pine | 39 Cords | \$ 49.30/Cord | \$ _____ |

*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
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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.
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 - 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