

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7354

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on November 9, 2023. LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 S STATE HWY M 123, NEWBERRY, MI 49868.

PROSPECTUS NOTE: All Proposals on this Prospectus have been reduced due to "no bid" on previous advertisements.

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:

Deep Dark Woods (42-011-22) / T48N, R11W, SEC. 22, SESW,NWSE,S1/2SE.

T48N, R11W, SEC. 27, NENW, N1/2NE.

Luce County, Advertised Price \$28,331.00, 93.3 Acres, Hardwood, White Pine.

SALE NOTE: The Advertised Price has been reduced due to "No Bid" on previous Prospectus advertisements.

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. See Sale Spec 4.1.5 for details.

Road maintenance is required on the CCI Road. See Sale Spec 4.2.3 for additional information.

Within Payment Units 1, 2, 3 & 4, harvesting is not permitted during the period of April 1 to December 30 because of the low ground nature of the sale.

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

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. Access may be through private or other public land.

Troop Spruce (42-025-22) / T47N, R10W, SEC. 35, NW, SWNE.

Luce County, Advertised Price \$2,836.10, 25.8 Acres, Spruce/Fir/Tamarack, Hardwood.

SALE NOTE: The Advertised Price has been reduced due to "No Bid" on the previous Prospectus advertisements.

Road maintenance is required. See Sale Spec. 4.2.3 for additional information.

Permission for access across private land is the responsibility of the Purchaser. See Sale Spec. 4.4.1 for details.

Within Payment Units 1-3, harvesting is limited to the period of December 1 to April 1 because of the low-ground nature of the Payment Units.

#### 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 November 9, 2023. 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

Deep Dark Woods (42-011-22)
T48N, R11W, SEC. 22; T48N, R11W, SEC. 27.
Luce County (Advertised Price \$28,331.00)

SALE NOTE: The Advertised Price has been reduced due to "No Bid" on previous Prospectus advertisements.

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. See Sale Spec 4.1.5 for details.

Road maintenance is required on the CCI Road. See Sale Spec 4.2.3 for additional information.

Within Payment Units 1, 2, 3 & 4, harvesting is not permitted during the period of April 1 to December 30 because of the low ground nature of the sale.

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

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. Access may be through private or other public land.

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	ADVE	RTISED PRICE
Sawtimber				
Red Maple	21.4	MBF	\$	39.00 / MBF
Red Pine	92.2	MBF	\$	66.00 / MBF
Pulpwood				
Balsam Fir	11	Cords	\$	5.65 / Cord
Black Spruce	20	Cords	\$	5.00 / Cord
Hemlock	251	Cords	\$	5.45 / Cord
Mixed Aspen	49	Cords	\$	13.25 / Cord
Mixed Hardwood	803	Cords	\$	6.75 / Cord
N. White Cedar	5	Cords	\$	3.05 / Cord
Red Pine	153	Cords	\$	35.50 / Cord
White Pine	757	Cords	\$	11.05 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.69 percent. There are an estimated 2,380 cords on this timber sale, plus or minus 326 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 \$1,417.00 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:

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PAYMENT UNIT NUMBER		PERCENT OF TOTAL SALE VALUE
01		11.4%
02		25.9%
03		31.9%
04		30.8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2027.

#### **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				ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
188,005	2,380	13.69%	2,054	2,706

#### **VDU VOLUMES**

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

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
82	149,318	1,890	17.17%	1,566	2,215
405	38,687	490	20.05%	392	588
TOTAL:	188,005	2,380		1,957	2,802

#### **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
82	74.7	2	21.8
		3	26.9
		4	26.0
405	18.6	1	18.6
TOTAL:	93.3		93.3

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	15.6	MBF	18.6	\$3,242.80
	Balsam Fir	Pulpwood	6	Cords		
	Mixed Hardwood	·	383	Cords		
	Beech		80	Cords		
	Red Maple		273	Cords		
	Yellow Birch		30	Cords		
	N. White Cedar		5	Cords		
2	Red Maple	Sawtimber	1.7	MBF	21.8	\$7,343.75
	Red Pine		26.9	MBF		
	Balsam Fir	Pulpwood	1	Cords		
	Black Spruce		6	Cords		
	Hemlock		73	Cords		
	Mixed Aspen		15	Cords		
	B. T. Aspen		1	Cords		
	Quaking Aspen		14	Cords		
	Mixed Hardwood		123	Cords		
	Beech		4	Cords		
	Paper Birch		7	Cords		
	Red Maple		110	Cords		
	Yellow Birch		2	Cords		
	Red Pine		45	Cords		
	White Pine		221	Cords		
	White Pine	Sawtimber	62.6	MBF		
	White Pine	Pulpwood	96	Cords		
3	Red Maple	Sawtimber	2.1	MBF	26.9	\$9,029.00
	Red Pine		33.2	MBF		
	Balsam Fir	Pulpwood	2	Cords		
	Black Spruce		7	Cords		
	Hemlock		91	Cords		
	Mixed Aspen		17	Cords		
	Quaking Aspen		17	Cords		
	Mixed Hardwood		151	Cords		
	Beech		5	Cords		
	Paper Birch		8	Cords		
	Red Maple		135	Cords		
	Yellow Birch		3	Cords		
	Red Pine		55	Cords		
	White Pine		273	Cords		
	White Pine	Sawtimber	77.3	MBF		
	White Pine	Pulpwood	118	Cords		<b>*</b> = :
4	Red Maple	Sawtimber	2.0	MBF	26.0	\$8,715.45
	Red Pine		32.1	MBF		
	Balsam Fir	Pulpwood	2	Cords		
	Black Spruce		7	Cords		
	Hemlock		87	Cords		
	Mixed Aspen		17	Cords		
	B. T. Aspen		1	Cords		
	Quaking Aspen		16	Cords		
	Mixed Hardwood		146	Cords		
	Beech		5	Cords		
	Paper Birch		8	Cords		
	Red Maple		131	Cords		
	Yellow Birch		2	Cords		
	Red Pine		53	Cords		
	White Pine White Pine	Sawtimber	263 <i>74.7</i>	Cords <i>MBF</i>		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	White Pine	Pulpwood	114	Cords		
		TOTAL:	113.6	MBF		
		TOTAL:	2,049	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Deep Dark Woods Sale Number: 42-011-22 Seq#: 3

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. 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, 3, & 4, cut all trees that are two (2) inches or more at DBH, except do not cut hemlock greater than fourteen (14) inches at DBH, white pine eighteen (18) inches or more at DBH, or any trees twenty-six (26) inches or more at DBH.

#### 2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 1, all trees which meet minimum piece specifications in 2.2 Utilization are designated for cutting except, do not cut pine eighteen (18) inches or more at DBH or any hemlock. In addition, do not cut any trees ringed with green paint, which primarily consist of maple, birch, spruce, and balsam fir.

## 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 2, 3, & 4 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

## 4 - Transportation

#### 4.1 - Construction

#### 4.1.4 - Timber removed for construction (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.

#### 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the Sale Administrator and they shall be installed prior to hauling. The culverts shall be corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. Placement of culverts may need to be done during the summer during dry weather to prepare the road for winter harvesting. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the Sale Administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

#### 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 or be chipped, utilized or otherwise removed from the sale. 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 within 30 days of completion of hauling. 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. These roads must be rendered impassable to cars and trucks. Contact the Sale Administrator for specific details of design and placement.

#### 4.2 - Maintenance

## 4.2.3 - Road maintenance (8/13)

The following road maintenance is required on the CCI Road: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, or weather permitting the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

## 4.2.4 - Grading (10/16)

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

#### 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 36 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

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

Within Payment Unit(s) 1-4, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 31 to March 31. This restriction is because of the low-lying areas within the sale.

## 5.2.17 - Timber Mats and Interlocking Composite Mats (10/20)

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

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

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

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

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

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

The CCI is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers

or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail.

#### 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 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 CCI Trail prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 6.2.2 - Snowmobile trail posting (10/20)

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

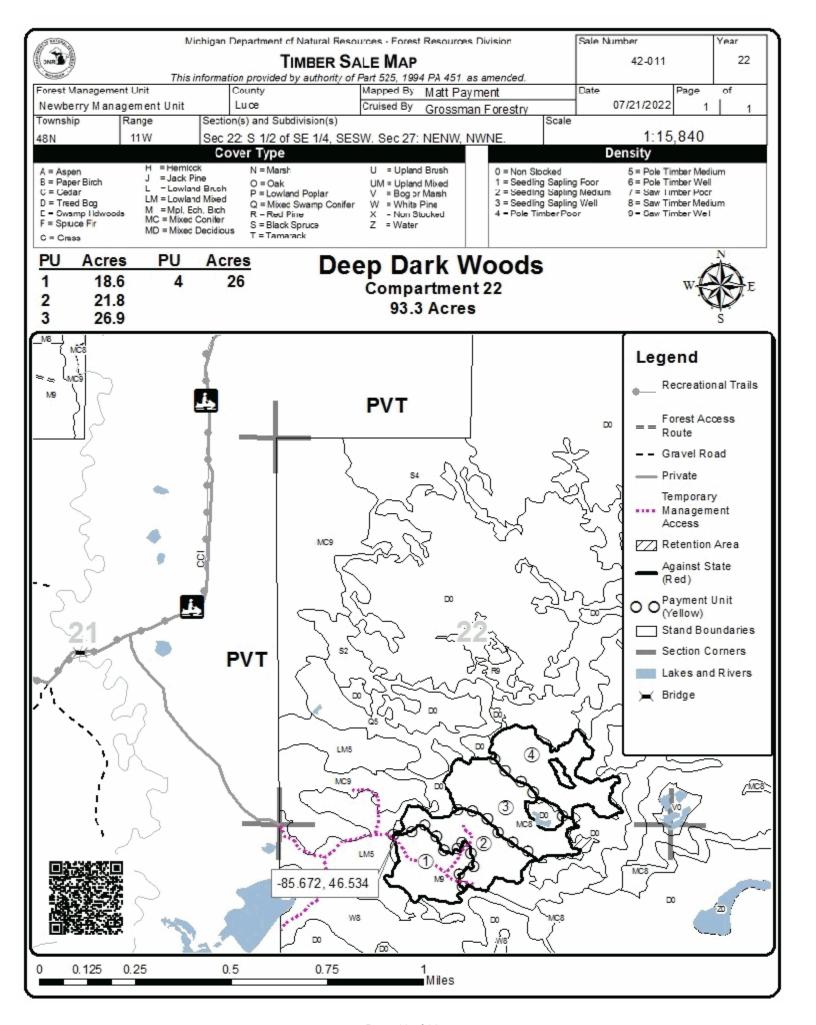
#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.5 - Weather related extension (1/13)

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

Section Name: Sale Specific Current as of 10/23/2023 2:06:25PM



#### TIMBER SALE INFORMATION

Troop Spruce (42-025-22)
T47N, R10W, SEC. 35.
Luce County (Advertised Price \$2,836.10)

SALE NOTE: The Advertised Price has been reduced due to "No Bid" on the previous Prospectus advertisements.

Road maintenance is required. See Sale Spec. 4.2.3 for additional information.

Permission for access across private land is the responsibility of the Purchaser. See Sale Spec. 4.4.1 for details.

Within Payment Units 1-3, harvesting is limited to the period of December 1 to April 1 because of the low-ground nature of the Payment Units.

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>adve</u>	ERTISED PRICE
Pulpwood				
Balsam Fir	57	Cords	\$	5.65 / Cord
Hemlock	16	Cords	\$	5.45 / Cord
Mixed Aspen	50	Cords	\$	13.25 / Cord
Mixed Hardwood	69	Cords	\$	6.75 / Cord
Mixed Spruce	142	Cords	\$	5.00 / Cord
N. White Cedar	55	Cords	\$	3.05 / Cord
Tamarack	12	Cords	\$	1.00 / Cord
White Pine	37	Cords	\$	11.05 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 19.06 percent. There are an estimated 477 cords on this timber sale, plus or minus 91 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 \$142.00 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:

, ,	0	0 0
PAYMENT UNIT NUMBER		PERCENT OF TOTAL SALE VALUE
01		28.6%
02		45.5%
03		25.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2027.

## **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		VOLUME		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
37,652	477	19.06%	386	567

## **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
59	13,914	176	30.49%	122	230
63	13,265	168	48.00%	87	249
65	10,473	133	29.42%	94	172
TOTAL:	37,652	477		303	650

## **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.

Ī	TOTAL:	25.8		25.8
	65	9.3	3	9.3
١	63	7.0	1	7.0
	59	9.5	2	9.5
	VDU	VDU ACRES	PU	PU ACRES

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Hemlock	Pulpwood	16	Cords	7.0	\$811.00
	Mixed Hardwood		5	Cords		
	Yellow Birch		5	Cords		
	Mixed Spruce		47	Cords		
	Black Spruce		47	Cords		
	N. White Cedar		55	Cords		
	White Pine		26	Cords		
2	Balsam Fir	Pulpwood	57	Cords	9.5	\$1,290.80
	Mixed Aspen		45	Cords		
	Quaking Aspen		45	Cords		
	Mixed Hardwood		50	Cords		
	Paper Birch		16	Cords		
	Red Maple		34	Cords		
	Mixed Spruce		7	Cords		
	White Spruce		7	Cords		
3	Mixed Aspen	Pulpwood	5	Cords	9.3	\$734.30
	B. T. Aspen		5	Cords		
	Mixed Hardwood		14	Cords		
	Paper Birch		7	Cords		
	Red Maple		7	Cords		
	Mixed Spruce		88	Cords		
	Black Spruce		88	Cords		
	Tamarack		12	Cords		
	White Pine		11	Cords		
				·		

#### Sale Specific Conditions & Requirements

Sale Name: Troop Spruce Sale Number: 42-025-22 Seq#: 3

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-3, cut all trees which meet minimum piece specifications in 2.2 Utilization.

## 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.

#### 4.1.6 - 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 within 30 days of completion of hauling. 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. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the Sale Administrator for specific details of design and placement.

## 4.2 - Maintenance

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

The following road maintenance is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

## 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private landowner may be required by the DNR. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations.

## 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the Timber Sale Map.

## 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

## 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 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

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

Within Payment Unit(s) 1-3, unless changed by written agreement, cutting, skidding and hauling are limited to the period of December 1 to April 1. This restriction is because of the low ground nature of the sale.

#### 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 and/or skid trails 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.

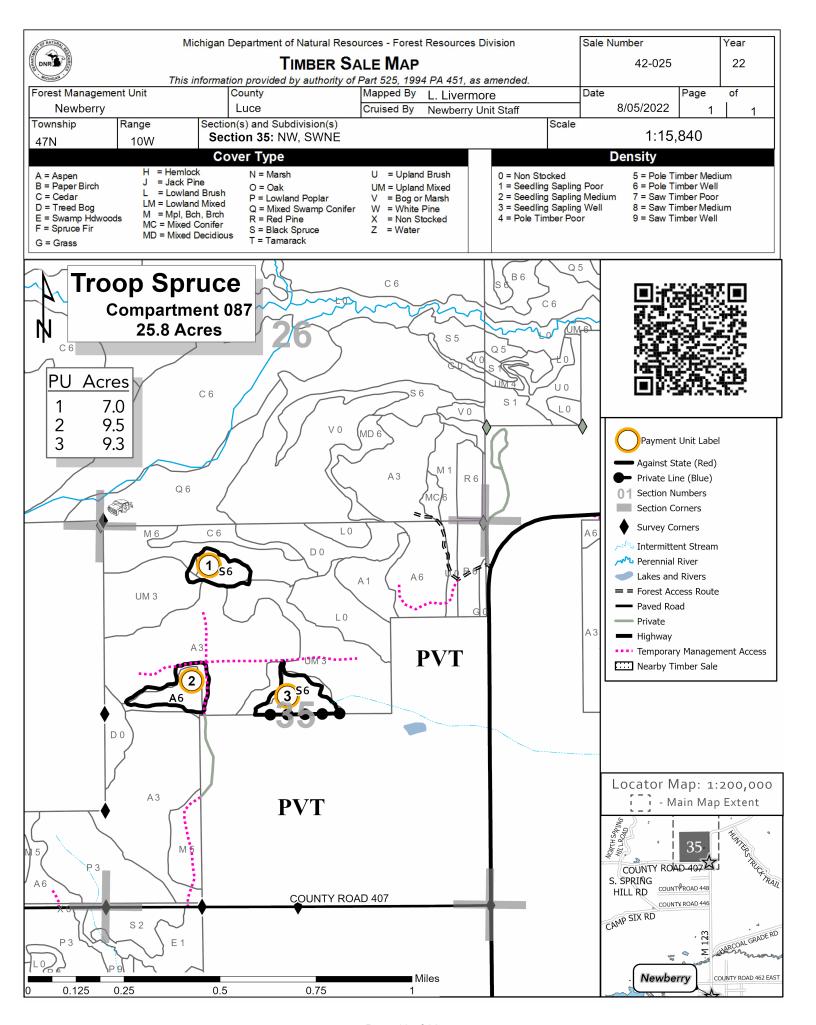
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

## 6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on County Road 407 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.

Section Name: Sale Specific Current as of 10/23/2023 2:22:08PM



#### BID FORM

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

## Deep Dark Woods (42-011-22)

T48N, R11W, SEC. 22; T48N, R11W, SEC. 27; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on November 9, 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.

PRODUCTS & SPECIES	JCTS & SPECIES ESTIMATED VOLUME* ADVERTISED PRICE		VERTISED PRICE	BID PRICE/UNIT	
Sawtimber					
Red Maple	21.4	MBF	\$	39.00/MBF	\$
Red Pine	92.2	MBF	\$	66.00/MBF	\$
Pulpwood					
Balsam Fir	11	Cords	\$	5.65/Cord	\$
Black Spruce	20	Cords	\$	5.00/Cord	\$
Hemlock	251	Cords	\$	5.45/Cord	\$
Mixed Aspen	49	Cords	\$	13.25/Cord	\$
Mixed Hardwood	803	Cords	\$	6.75/Cord	\$
N. White Cedar	5	Cords	\$	3.05/Cord	\$
Red Pine	153	Cords	\$	35.50/Cord	\$
White Pine	757	Cords	\$	11.05/Cord	\$

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

	FEDERAL ID: or SOCIAL SECURITY NUMBER:					
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	_ State:	Zip:			
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FRO	M YOUR PROSPECTUS IN	THE ABOVE BOX.		
Individual	ndividual or company representative's signature: Date:					
Phone number :			(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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 13.69 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.



#### Michigan Department of Natural Resources Forest Resources Division

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

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

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

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

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed except for written signatures.						
Ple	ase Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> check <u>one</u>	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):					
	A.  Sole Proprietorship (individual)						
	B.   Partnership						
	C. Corporation						
2. You <b>must</b> check <u>one</u> of the boxes below:							
	A.   I certify my business is a sole proprietorship and it Worker's Compensation Laws.	t has no employees but the sole proprietor. I am not subject to the					
	Exclusion (BWC-337, Rev. 5/96). I will provide a c	the Worker's Compensation Act through the use of an approved Notice of copy of the Notice of Exclusion within 21 days of the contract award. (For the Worker's Compensation Bureau at 517-322-1195).					
	C.  I certify my business has a Worker's Compensation one (21) days of the contract award.	on Policy. I will provide an original Certificate of Insurance within twenty-					
3.	than yourself, including family members and active Full-time Employees	indicate the number of <b>both</b> full-time and part-time employees, other partners (if none, you must enter "0").  Part-time Employees					
lam	ne of Business	Federal ID (or) Social Security No.					
Addr	ress	Telephone					
City	State	ZIP					
n fa _	ereby certify that the above information is true and contactors affecting my coverage during any of my prese signature of Owner or Authorized Representative	orrect. I agree to notify the Michigan DNR of any changes that occurent and future operations.					
T	iitle	Date					

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

CEDEDAL ID.

#### **BID FORM**

**NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE** 

## Troop Spruce (42-025-22) T47N, R10W, SEC. 35; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on November 9, 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.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	<u>IMATED VOLUME*</u> <u>ADVERTISED PRICE</u>		<b>BID PRICE/UNIT</b>	
Pulpwood					
Balsam Fir	57	Cords	\$	5.65/Cord	\$
Hemlock	16	Cords	\$	5.45/Cord	\$
Mixed Aspen	50	Cords	\$	13.25/Cord	\$
Mixed Hardwood	69	Cords	\$	6.75/Cord	\$
Mixed Spruce	142	Cords	\$	5.00/Cord	\$
N. White Cedar	55	Cords	\$	3.05/Cord	\$
Tamarack	12	Cords	\$	1.00/Cord	\$
White Pine	37	Cords	\$	11.05/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 19.06 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	ndividual or company representative's signature: Date:					
Phone nu	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



#### Michigan Department of Natural Resources Forest Resources Division

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

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

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

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

 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
PΙε	lease Check Appropriate Categories:					
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>					
2.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>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.</li> </ul>					
	than yourself, including family members and active partners	the number of <b>both</b> full-time and part-time employees, other is (if none, you must enter "0"). Part-time Employees				
Nan	ame of Business	Federal ID (or) Social Security No.				
Add	ddress	Telephone ( )				
City	ty State	ZIP				
in f	hereby certify that the above information is true and correct. In factors affecting my coverage during any of my present and for Signature of Owner or Authorized Representative					
ī	Title	Date				

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

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