

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7428

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on May 16, 2024.

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

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

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

Earth's End Hardwoods (42-010-23) / T45N, R08W, SEC. 22, SENE.

T45N, R08W, SEC. 23, NWNW,S1/2NW,S1/2NE,NESW,NWSE.

Luce County, Advertised Price \$81,551.65, 135.7 Acres, Hardwood, Sugar Maple.

SALE NOTE: Extreme care should be taken to avoid damage to balsam fir seedlings and saplings.

Within Payment Unit(s) 1-3, harvesting is limited to the period of December 15 to April 1 because of the soil types within the area of the sale and wintering deer yard.

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

Roadside Park Hardwoods (42-011-23) / T45N, R08W, SEC. 14, SWNW, NWSW.

T45N, R08W, SEC. 15, SENW, S1/2NE, SW, SE.

T45N, R08W, SEC. 22, N1/2NW.

Luce County, Advertised Price \$67,088.15, 197.3 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: No chipping is permitted on this sale.

Within Payment Unit(s) 1-5, harvesting is limited to the period of December 1 to April 1 because harvested tree-tops will provide a possible food source for wintering deer.

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

 $\underline{\text{Kneeland Mix}} \; \text{(42-014-23) / T45N, R08W, SEC. 25, N1/2NW,SWNW,NWSW.}$ 

T45N, R08W, SEC. 26, NE,N1/2SE.

Luce County, Advertised Price \$14,875.65, 109.7 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: This sale has been reduced due to "no bid" on previous advertisement.

An evaluation of a nearby stick nest will need to be done prior to starting operations in Payment Unit 7. If the nest is found to be active, Payment Unit 7 will be removed from the contract and no damages will be assessed.

Road maintenance is required on this sale. See Sale Spec 4.2.3 for details.

Within Payment Units 1-7, harvesting is limited to the period of December 1 to April 1 because of the deer wintering complex.

Access may be through private or other public land.

#### 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 May 16, 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

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#### TIMBER SALE INFORMATION

Earth's End Hardwoods (42-010-23)
T45N, R08W, SEC. 22; T45N, R08W, SEC. 23.
Luce County (Advertised Price \$81,551.65)

SALE NOTE: Extreme care should be taken to avoid damage to balsam fir seedlings and saplings.

Within Payment Unit(s) 1-3, harvesting is limited to the period of December 15 to April 1 because of the soil types within the area of the sale and wintering deer yard.

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

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>ADVI</u>	ERTISED PRICE
Sawtimber				
Basswood	51.9	MBF	\$	111.00 / MBF
Red Maple	70.5	MBF	\$	70.00 / MBF
Sugar Maple	172.1	MBF	\$	299.00 / MBF
White Ash	41.6	MBF	\$	73.00 / MBF
Pulpwood				
Balsam Fir	24	Cords	\$	10.35 / Cord
Basswood	80	Cords	\$	7.50 / Cord
Mixed Hardwood	1,257	Cords	\$	11.40 / Cord
Paper Birch	20	Cords	\$	3.80 / Cord
White Spruce	157	Cords	\$	7.05 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.97 percent. There are an estimated 2,453 cords on this timber sale, plus or minus 245 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$4,078.00 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		44.8%
02		18.0%
03		37.2%

- 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 RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
193,791	2,453	9.97%	2,208	2,698

#### **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
36	193,791	2,453	9.98%	2,208	2,698
TOTAL:	193,791	2,453		2,208	2,698

#### **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
36	135.7	1	60.8
		2	24.4
		3	50.5
TOTAL:	135.7		135.7

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	23.3	MBF	60.8	\$36,564.30
	Red Maple		31.6	MBF		
	Sugar Maple		77.2	MBF		
	White Ash		18.6	MBF		
	Balsam Fir	Pulpwood	11	Cords		
	Basswood		36	Cords		
	Mixed Hardwood		562	Cords		
	Yellow Birch	Sawtimber	0.8	MBF		
	Beech	Pulpwood	2	Cords		
	Black Ash		3	Cords		
	Ironwood		6	Cords		
	Red Maple		71	Cords		
	Sugar Maple		448	Cords		
	White Ash		29	Cords		
	Yellow Birch		1	Cords		
	Paper Birch		9	Cords		
	Paper Birch	Sawtimber	1.3	MBF		
	Paper Birch	Pulpwood	6	Cords		
	White Spruce	, aipiiooa	71	Cords		
2	Basswood	Sawtimber	9.3	MBF	24.4	\$14,654.70
_	Red Maple	Sawtimber	12.7	MBF	24.4	φ14,034.70
	-		30.9	MBF		
	Sugar Maple White Ash			MBF		
		Dulmuraad	7.5			
	Balsam Fir	Pulpwood	4	Cords		
	Basswood		14	Cords		
	Mixed Hardwood	0	227	Cords		
	Yellow Birch	Sawtimber	0.3	MBF		
	Beech	Pulpwood	1	Cords		
	Black Ash		1	Cords		
	Ironwood		3	Cords		
	Red Maple		29	Cords		
	Sugar Maple		180	Cords		
	White Ash		12	Cords		
	Paper Birch		4	Cords		
	Paper Birch	Sawtimber	0.6	MBF		
	Paper Birch	Pulpwood	3	Cords		
	White Spruce		28	Cords		
3	Basswood	Sawtimber	19.3	MBF	50.5	\$30,344.05
	Red Maple		26.2	MBF		
	Sugar Maple		64.0	MBF		
	White Ash		15.5	MBF		
	Balsam Fir	Pulpwood	9	Cords		
	Basswood		30	Cords		
	Mixed Hardwood		469	Cords		
	Yellow Birch	Sawtimber	0.6	MBF		
	Beech	Pulpwood	2	Cords		
	Black Ash		3	Cords		
	Ironwood		6	Cords		
	Red Maple		60	Cords		
	Sugar Maple		373	Cords		
	White Ash		24	Cords		
	Paper Birch		7	Cords		
	Paper Birch	Sawtimber	1.2	MBF		
			··-		Ī	
	Paper Birch	Pulpwood	5	Cords		

TOTAL:	336.1	MBF
TOTAL:	1,539	Cords

#### Sale Specific Conditions & Requirements

Sale Name: Earth's End Hardwoods Sale Number: 42-010-23 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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. 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

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

Within Payment Unit(s) 1-3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all spruce and balsam fir which meet minimum piece specifications, except do not cut any trees ringed in green paint.

#### 2.1.9 - Harvest exception (12/08)

Do not cut any white pine or cedar other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing white pine and cedar and to leave an intact stand upon sale completion. All cut white pine and cedar shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative.

Hemlock is not to be cut to improve equipment maneuverability. If there are any issues with maneuverability, contact the Sale Administrator - See spec 4.1.4 for additional information.

#### 2.2 - Utilization

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

The skidding of whole trees or tree segments with limbs attached is prohibited. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length. See spec 5.2.16 for recommended equipment.

#### 2.2.10 - No chipping tops and limbs (8/16)

Within Payment Unit(s) 1-3, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. The Sale Area is within a deer yard and tops will provide a food source for wintering deer. Limbs and the remaining top must be left on site and scattered.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

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

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.4 - Timber removed for construction (3/23)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at contract prices or average prices, if not on the contract.

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

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

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

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

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - 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 15 to April 1. This restriction is because of the soil types within the area of the sale and wintering deer yard.

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

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

#### 5.2.16 - Equipment recommended (11/18)

It is recommended that trees be harvested with an in-woods processor in order to retain the existing understory. Feller bunching harvester will not be allowed.

#### 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.

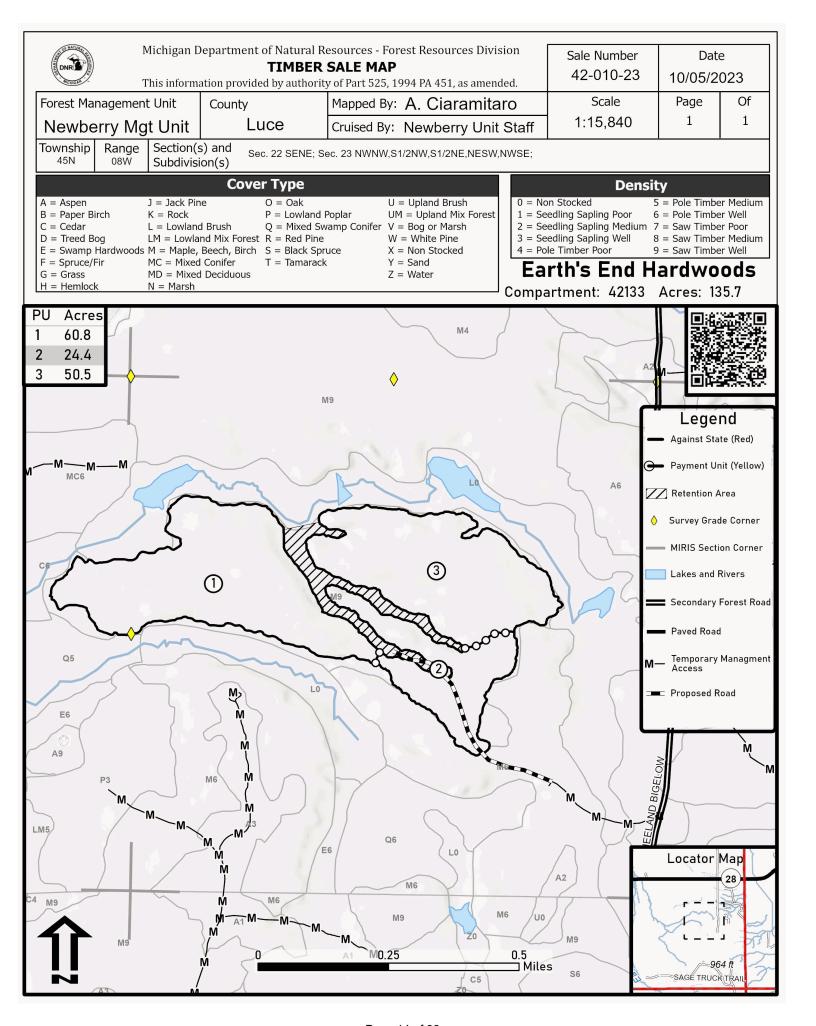
#### 7 - Other Conditions

#### 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 3/21/2024 9:32:53AM



#### TIMBER SALE INFORMATION

Roadside Park Hardwoods (42-011-23)

T45N, R08W, SEC. 14; T45N, R08W, SEC. 15; T45N, R08W, SEC. 22. Luce County (Advertised Price \$67,088.15)

SALE NOTE: No chipping is permitted on this sale.

Within Payment Unit(s) 1-5, harvesting is limited to the period of December 1 to April 1 because harvested tree-tops will provide a possible food source for wintering deer.

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

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:

<b>ESTIMATE</b>	ED UNITS*	AD\	ERTISED PRICE
24.8	MBF	\$	111.00 / MBF
196.0	MBF	\$	70.00 / MBF
65.3	MBF	\$	299.00 / MBF
16.5	MBF	\$	73.00 / MBF
199	Cords	\$	10.35 / Cord
65	Cords	\$	7.50 / Cord
1,843	Cords	\$	11.40 / Cord
276	Cords	\$	7.05 / Cord
180	Cords	\$	24.35 / Cord
	24.8 196.0 65.3 16.5 199 65 1,843 276	196.0 MBF 65.3 MBF 16.5 MBF 199 Cords 65 Cords 1,843 Cords 276 Cords	24.8 MBF \$ 196.0 MBF \$ 65.3 MBF \$ 16.5 MBF \$  199 Cords \$ 65 Cords \$ 1,843 Cords \$ 276 Cords \$

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.11 percent. There are an estimated 3,417 cords on this timber sale, plus or minus 448 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$3,354.00 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	15.7%
02	14.2%
03	22.0%
04	20.1%
05	28.0%

- 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 RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
269,965	3,417	13.11%	2,969	3,865

#### **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
5	200,791	2,542	11.31%	2,254	2,829
14	69,174	876	18.07%	717	1,034
TOTAL:	269,965	3,417		2,972	3,863

#### **VDU TO PAYMENT UNIT**

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

VDU	VDU ACRES	PU	PU ACRES
5	174.1	1	38.0
		2	34.2
		3	53.3
		4	48.6
14	23.2	5	23.2
TOTAL:	197.3		197.3

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	4.3	MBF	38.0	\$10,550.05
	Red Maple		41.0	MBF		
	Sugar Maple		9.2	MBF		
	White Ash		2.5	MBF		
	Balsam Fir	Pulpwood	43	Cords		
Basswood		7	Cords			
	Mixed Hardwood		295	Cords		
	Beech		1	Cords		
	Green Ash		4	Cords		
	Ironwood		2	Cords		
	Red Maple		165	Cords		
	Sugar Maple		115	Cords		
	White Ash		8	Cords		
	Mixed Spruce		58	Cords		
	Black Spruce		3	Cords		
	White Spruce		55	Cords		
2	Basswood	Sawtimber	3.8	MBF	34.2	\$9,502.05
_	Red Maple	Cawtillibel	36.9	MBF	54.2	ψ3,502.05
	Sugar Maple		8.3	MBF		
	White Ash		2.3	MBF		
	Balsam Fir	Pulpwood	39	Cords		
		Pulpwood		Cords		
	Basswood		6 266			
	Mixed Hardwood			Cords		
	Beech		1	Cords		
	Green Ash		4	Cords		
	Ironwood		2	Cords		
	Red Maple		149	Cords		
	Sugar Maple		103	Cords		
	White Ash		7	Cords		
	Mixed Spruce		52	Cords		
	Black Spruce		3	Cords		
	White Spruce		49	Cords		
3	Basswood	Sawtimber	6.0	MBF	53.3	\$14,788.70
	Red Maple		57.6	MBF		
	Sugar Maple		12.9	MBF		
	White Ash		3.5	MBF		
	Balsam Fir	Pulpwood	61	Cords		
	Basswood		9	Cords		
	Mixed Hardwood		413	Cords		
	Beech		1	Cords		
	Green Ash		5	Cords		
	Ironwood		3	Cords		
	Red Maple		232	Cords		
	Sugar Maple		161	Cords		
	White Ash		11	Cords		
	Mixed Spruce		81	Cords		
	Black Spruce		5	Cords		
	White Spruce		76	Cords		
4	Basswood	Sawtimber	5.4	MBF	48.6	\$13,506.70
	Red Maple		52.5	MBF		, ,,,,,,,,,,
	Sugar Maple		11.8	MBF		
	White Ash		3.2	MBF		
	Balsam Fir	Pulpwood	56	Cords		
	Basswood	i dipvvood	8	Cords		
	Mixed Hardwood		o 378	Cords		
			378			
	Beech	l	1	Cords	I	

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Green Ash	Pulpwood	5	Cords		
	Ironwood		3	Cords		
	Red Maple		212	Cords		
	Sugar Maple		147	Cords		
	White Ash		10	Cords		
	Mixed Spruce		74	Cords		
	Black Spruce		4	Cords		
	White Spruce		70	Cords		
5	Basswood	Sawtimber	5.3	MBF	23.2	\$18,740.65
	Red Maple		8.0	MBF		
	Sugar Maple		23.1	MBF		
	White Ash		5.0	MBF		
	Basswood	Pulpwood	35	Cords		
	Mixed Hardwood		491	Cords		
	American Elm	Sawtimber	2.4	MBF		
	American Elm	Pulpwood	9	Cords		
	Beech		9	Cords		
	Black Cherry		5	Cords		
	Red Maple		96	Cords		
	Sugar Maple		291	Cords		
	White Ash		16	Cords		
	Yellow Birch		60	Cords		
	Mixed Spruce		11	Cords		
	White Spruce		11	Cords		
	Quaking Aspen		180	Cords		
		TOTAL:	302.6	MBF		
		TOTAL:	2,563	Cords		

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#### Sale Specific Conditions & Requirements

Sale Name: Roadside Park Hardwoods Sale Number: 42-011-23 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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. 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) 5, cut all trees that are two (2) inches or more at DBH, except do not cut cedar, hemlock, white pine and sub-merchantable balsam fir.

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

Within Payment Unit(s) 1-4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all spruce, balsam fir and aspen which meet minimum piece specifications, except do not cut any cedar, hemlock or white pine.

#### 2.2 - Utilization

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

Within Payment Unit(s) 1-5, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

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

### 4 - Transportation

#### 4.1 - Construction

#### 4.1.4 - Timber removed for construction (3/23)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at contract prices or average prices, if not on the contract.

#### 4.1.6 - Road construction (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. Contact Sale Administrator for further

details on access roads.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. These roads must be rendered impassable to cars and trucks. 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. Contact the Sale Administrator for specific details of design and placement.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-5, cutting, skidding, and hauling are limited to the period of December 1 to April 1. This restriction is because harvested tree-tops will prove a possible food source for wintering deer.

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

Within Payment Unit(s) 1-4, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

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

#### 5.2.38 - 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.

#### 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.

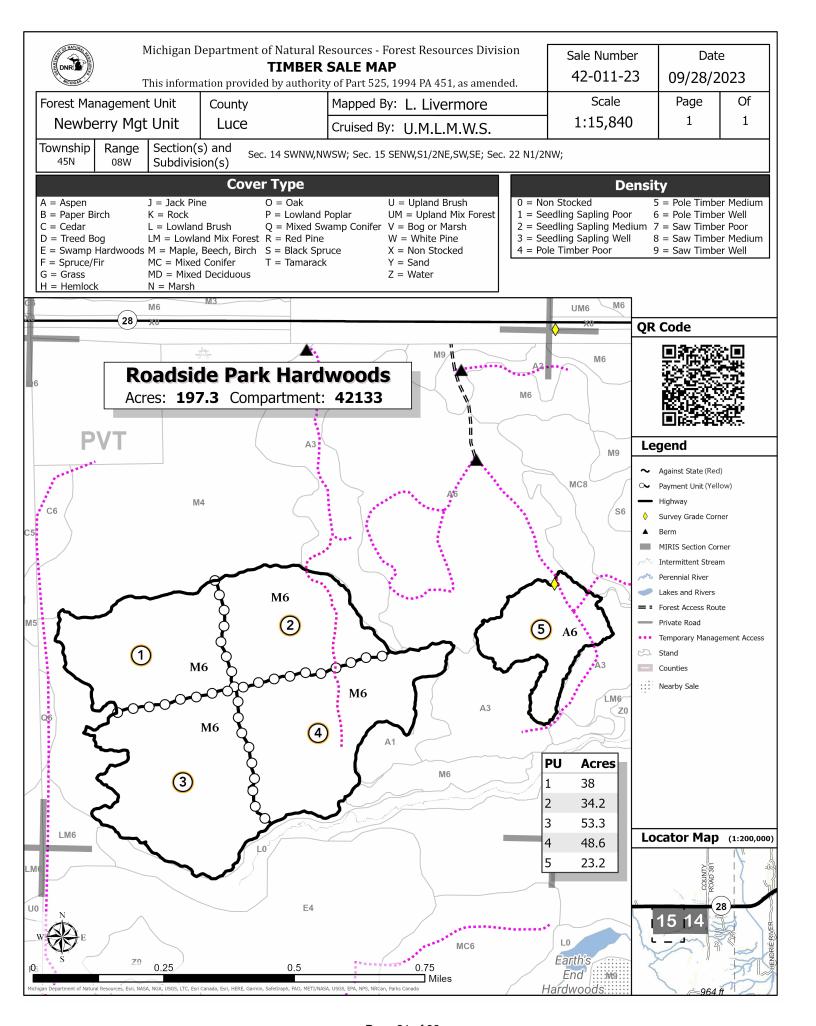
#### 7 - Other Conditions

#### 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 3/26/2024 4:30:26PM



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#### TIMBER SALE INFORMATION

#### Kneeland Mix (42-014-23)

T45N, R08W, SEC. 25; T45N, R08W, SEC. 26. Luce County (Advertised Price \$14,875.65)

SALE NOTE: This sale has been reduced due to "no bid" on previous advertisement.

An evaluation of a nearby stick nest will need to be done prior to starting operations in Payment Unit 7. If the nest is found to be active, Payment Unit 7 will be removed from the contract and no damages will be assessed.

Road maintenance is required on this sale. See Sale Spec 4.2.3 for details.

Within Payment Units 1-7, harvesting is limited to the period of December 1 to April 1 because of the deer wintering complex.

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	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawtimber				
Red Maple	28.5	MBF	\$	45.00 / MBF
Yellow Birch	7.0	MBF	\$	56.00 / MBF
Pulpwood				
Balsam Fir	115	Cords	\$	6.65 / Cord
Mixed Hardwood	1,381	Cords	\$	7.30 / Cord
Mixed Spruce	285	Cords	\$	4.50 / Cord
Paper Birch	11	Cords	\$	2.45 / Cord
Quaking Aspen	50	Cords	\$	15.65 / Cord
White Pine	19	Cords	\$	13.85 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.30 percent. There are an estimated 1,988 cords on this timber sale, plus or minus 225 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 \$744.00 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	22.8%
02	9.7%
03	38.9%
04	14.5%
05	5.0%
06	7.3%
07	1.8%

- 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		VOLUME		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
157,031	1,988	11.30%	1,763	2,213

#### **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
40	88,008	1,114	12.56%	974	1,254
42	12,264	155	64.12%	56	255
44	56,759	718	12.13%	631	806
TOTAL:	157,031	1,988		1,661	2,314

#### **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
40	78.5	1	33.4
		2	14.2
		4	21.0
		5	7.3
		7	2.6
42	6.0	6	6.0
44	25.2	3	25.2
TOTAL:	109.7		109.7

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	4.4	MBF	33.4	\$3,387.50
	Yellow Birch		1.4	MBF		
	Balsam Fir	Pulpwood	33	Cords		
	Mixed Hardwood		325	Cords		
	Ironwood		1	Cords		
	Red Maple		306	Cords		
	Yellow Birch		18	Cords		
	Mixed Spruce		72	Cords		
	Black Spruce		10	Cords		
	White Spruce		62	Cords		
	Paper Birch		3	Cords		
	Paper Birch	Sawtimber	0.3	MBF		
	Paper Birch	Pulpwood	2	Cords		
	Quaking Aspen		12	Cords		
2	Red Maple	Sawtimber	1.9	MBF	14.2	\$1,439.80
	Yellow Birch		0.6	MBF		
	Balsam Fir	Pulpwood	14	Cords		
	Mixed Hardwood		138	Cords		
	Red Maple		130	Cords		
	Yellow Birch		8	Cords		
	Mixed Spruce		31	Cords		
	Black Spruce		4	Cords		
	White Spruce		27	Cords		
	Paper Birch		1	Cords		
	Paper Birch	Sawtimber	0.1	MBF		
	Paper Birch	Pulpwood	1	Cords		
	Quaking Aspen		5	Cords		
3	Red Maple	Sawtimber	18.1	MBF	25.2	\$5,802.50
	Yellow Birch		3.7	MBF		
	Balsam Fir	Pulpwood	29	Cords		
	Mixed Hardwood		561	Cords		
	Sugar Maple	Sawtimber	0.6	MBF		
	Red Maple	Pulpwood	439	Cords		
	Sugar Maple	·	80	Cords		
	Yellow Birch		41	Cords		
	Mixed Spruce		51	Cords		
	White Spruce		51	Cords		
	White Pine		19	Cords		
4	Red Maple	Sawtimber	2.8	MBF	21.0	\$2,154.50
	Yellow Birch		0.9	MBF		, ,
	Balsam Fir	Pulpwood	21	Cords		
	Mixed Hardwood	'	206	Cords		
	Ironwood		1	Cords		
	Red Maple		193	Cords		
	Yellow Birch		12	Cords		
	Mixed Spruce		46	Cords		
	Black Spruce		6	Cords		
	White Spruce		40	Cords		
	Paper Birch		1	Cords		
	Paper Birch	Sawtimber	0.2	MBF		
	Paper Birch	Pulpwood	1	Cords		
	Quaking Aspen	, aipwood	8	Cords		
5	Red Maple	Sawtimber	1.0	MBF	7.3	\$745.60
J	Yellow Birch	CawuiiiDei	0.3	MBF	1.3	φ <i>14</i> 0.00
	Balsam Fir	Pulpwood	0.3 7	Cords		
	· · · · · · · · · · · · · · · · · · ·	i i unuvvuuu	. /	i Oulus		
	Mixed Hardwood		71	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Red Maple	Pulpwood	67	Cords		
	Yellow Birch		4	Cords		
	Mixed Spruce		16	Cords		
	Black Spruce		2	Cords		
	White Spruce		14	Cords		
	Quaking Aspen		3	Cords		
6	Balsam Fir	Pulpwood	8	Cords	6.0	\$1,081.55
	Mixed Hardwood		55	Cords		
	Red Maple		49	Cords		
	Yellow Birch		6	Cords		
	Mixed Spruce		63	Cords		
	Black Spruce		25	Cords		
	White Spruce		38	Cords		
	Paper Birch		6	Cords		
	Paper Birch		6	Cords		
	Quaking Aspen		21	Cords		
7	Red Maple	Sawtimber	0.3	MBF	2.6	\$264.20
	Yellow Birch		0.1	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Hardwood		25	Cords		
	Red Maple		24	Cords		
	Yellow Birch		1	Cords		
	Mixed Spruce		6	Cords		
	Black Spruce		1	Cords		
	White Spruce		5	Cords		
	Quaking Aspen		1	Cords		
		TOTAL:	35.5	MBF		
		TOTAL:	1,861	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Kneeland Mix Sale Number: 42-014-23 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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. 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

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

Within Payment Unit(s) 6, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut white pine, hemlock, or cedar.

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

Within Payment Unit(s) 1, 2, 4, 5, & 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all balsam fir, aspen, and spruce, where present.

#### 2.1.4 - Designated timber unit(s) (6/17)

Within Payment Unit(s) 3, all hardwoods, balsam fir, and spruce trees are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. In addition, cut all white pine unless marked with a ring of green paint.

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

Note that an evaluation of a nearby stick nest will need to be done prior to starting operations in Payment Unit 7. If the nest is found to be active, Payment Unit 7 will be removed from the contract and no damages will be assessed.

#### 2.2 - Utilization

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

Within Payment Unit(s) 1-7, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 & 3, may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations.

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. 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 30 days of completion of hauling, or if no hauling occurs for 30 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.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-7, 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 deer wintering complex.

#### 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 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

#### 5.8.3 - Red shoulder hawk or goshawk (1) (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from April 1 to July 30. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

#### 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.

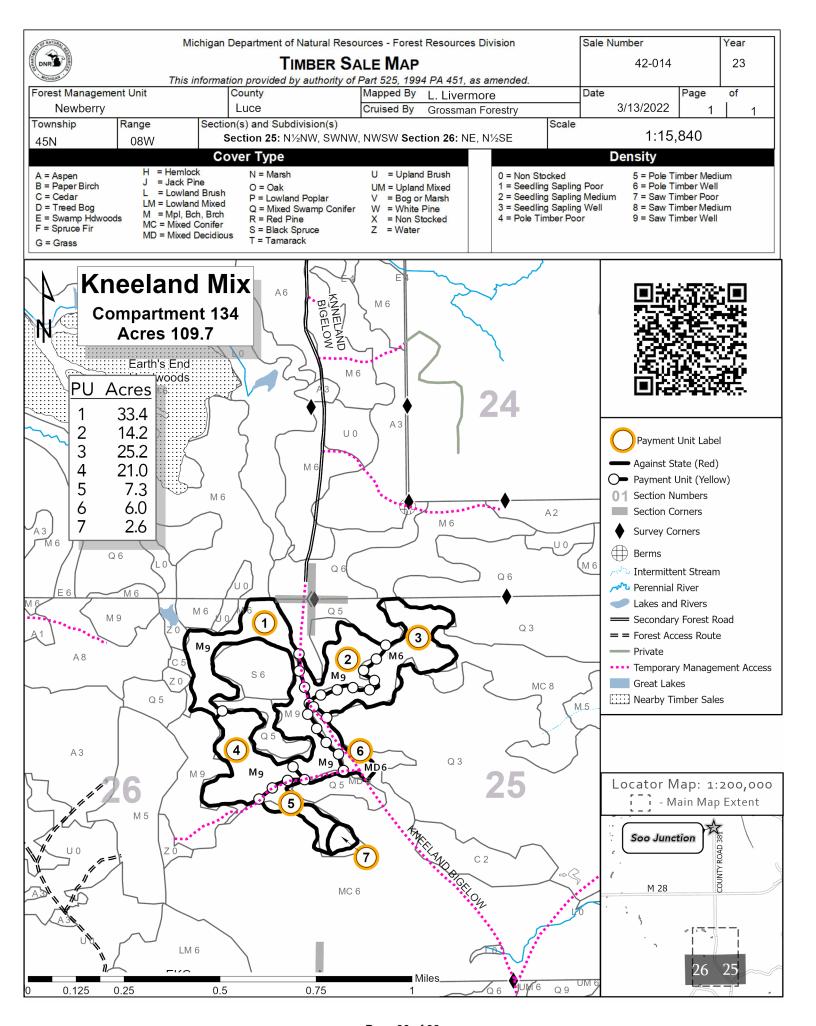
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Kneeland Bigelow Road prior to beginning operations. The road must be posted at appropriate distances along the road 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 3/26/2024 1:10:37PM



FEDERAL ID:

#### **BID FORM**

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

#### Earth's End Hardwoods (42-010-23)

T45N, R08W, SEC. 22; T45N, R08W, SEC. 23; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on May 16, 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.

PRODUCTS & SPECIES Sawtimber	ESTIMATED	VOLUME*	ADVERTISED PRICE		BID PRICE/UNIT
Basswood	51.9	MBF	\$	111.00/MBF	\$
Red Maple	70.5	MBF	\$	70.00/MBF	\$
Sugar Maple	172.1	MBF	\$	299.00/MBF	\$
White Ash	41.6	MBF	\$	73.00/MBF	\$
Pulpwood					
Balsam Fir	24	Cords	\$	10.35/Cord	\$
Basswood	80	Cords	\$	7.50/Cord	\$
Mixed Hardwood	1,257	Cords	\$	11.40/Cord	\$
Paper Birch	20	Cords	\$	3.80/Cord	\$
White Spruce	157	Cords	\$	7.05/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.

	Company or individual bidding:  Company representative's name:			_	
				_	
	Address:				
	City:	State:	Zip:		
F AVAILA	ABLE, PLEASE PLACE THE PERSOI	NALIZED LABEL FRO	M YOUR PROSPECTUS IN	THE ABOVE BOX.	
ndividual	dividual or company representative's signature: Date:				
Phone nu	none number : Email (optional):				

or SOCIAL SECURITY NUMBER:

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 (-) 9.97 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.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.			
•	All Information must be typed or printed except for written signatures.			
Ple	lease Check Appropriate Categories:			
1.	<ul> <li>My business is organized as (you must check one of the A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>	ne boxes below):		
2.	. You <b>must</b> check <u>one</u> of the boxes below:			
	A.  I certify my business is a sole proprietorship and it has a Worker's Compensation Laws.	no employees but the sole proprietor. I am not subject to the		
	B.   I certify my business has satisfied its o bligation to the V	Worker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For /orker's Compensation Bureau at 517-322-1195).		
	C.   I certify my business has a Worker's Compensation Polone (21) days of the contract award.	licy. I will provide an original Certificate of Insurance within twenty-		
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> 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		
Nam	ame of Business	Federal ID (or) Social Security No.		
Add	Idress	Telephone ( )		
City	ty State	ZIP		
in fa _	factors affecting my coverage during any of my present ar	tt. I agree to notify the Michigan DNR of any changes that occur nd future operations.		
S	Signature of Owner or Authorized Representative			
T	Title	Date		

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

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

#### **BID FORM**

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

#### Roadside Park Hardwoods (42-011-23)

T45N, R08W, SEC. 14; T45N, R08W, SEC. 15; T45N, R08W, SEC. 22; Luce

In response to the notice of sale to be held 3:00 p.m. (local time) on May 16, 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.

PRODUCTS & SPECIES Sawtimber	ESTIMATED	VOLUME*	<u>AC</u>	VERTISED PRICE	BID PRICE/UNIT
Basswood	24.8	MBF	\$	111.00/MBF	\$
Red Maple	196.0	MBF	\$	70.00/MBF	\$
Sugar Maple	65.3	MBF	\$	299.00/MBF	\$
White Ash	16.5	MBF	\$	73.00/MBF	\$
Pulpwood					
Balsam Fir	199	Cords	\$	10.35/Cord	\$
Basswood	65	Cords	\$	7.50/Cord	\$
Mixed Hardwood	1,843	Cords	\$	11.40/Cord	\$
Mixed Spruce	276	Cords	\$	7.05/Cord	\$
Quaking Aspen	180	Cords	\$	24.35/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 13.11 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:	<u></u>	
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	ndividual or company representative's signature: Date:				
Phone nu	ımher :	F	mail (ontional)		

-- COOLAL CECULDITY NUMBER

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.			
Ple	lease Check Appropriate Categories:			
1.	<ul> <li>My business is organized as (you must check one of the A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>	ne boxes below):		
2.	. You <b>must</b> check <u>one</u> of the boxes below:			
	A.  I certify my business is a sole proprietorship and it has a Worker's Compensation Laws.	no employees but the sole proprietor. I am not subject to the		
	B.   I certify my business has satisfied its o bligation to the V	Worker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For /orker's Compensation Bureau at 517-322-1195).		
	C.   I certify my business has a Worker's Compensation Polone (21) days of the contract award.	licy. I will provide an original Certificate of Insurance within twenty-		
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> 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		
Nam	ame of Business	Federal ID (or) Social Security No.		
Add	Idress	Telephone ( )		
City	ty State	ZIP		
in fa _	factors affecting my coverage during any of my present ar	tt. I agree to notify the Michigan DNR of any changes that occur nd future operations.		
S	Signature of Owner or Authorized Representative			
T	Title	Date		

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

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

#### BID FORM

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

#### Kneeland Mix (42-014-23)

T45N, R08W, SEC. 25; T45N, R08W, SEC. 26; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on May 16, 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.

PRODUCTS & SPECIES	<u>ESTIMATED V</u>	<u>/OLUME*</u>	<u>AD\</u>	<u>'ERTISED PRICE</u>	BID PRICE/UNIT
Sawtimber					
Red Maple	28.5	MBF	\$	45.00/MBF	\$
Yellow Birch	7.0	MBF	\$	56.00/MBF	\$
Pulpwood					
Balsam Fir	115	Cords	\$	6.65/Cord	\$
Mixed Hardwood	1,381	Cords	\$	7.30/Cord	\$
Mixed Spruce	285	Cords	\$	4.50/Cord	\$
Paper Birch	11	Cords	\$	2.45/Cord	\$
Quaking Aspen	50	Cords	\$	15.65/Cord	\$
White Pine	19	Cords	\$	13.85/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 11.30 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:\_\_\_\_

Co	ompany or individual bidding:			
Co	Company representative's name:			
Ac				
Ci	ty:	State:	Zip:	
F AVAILABL	E, PLEASE PLACE THE PERSON	IALIZED LABEL FROM	YOUR PROSPECTUS IN TH	HE ABOVE BOX.
ndividual or	company representative's signature	e:		Date:
Phone numb	one number : Email (optional):			

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



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

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

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

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

Please Check Appropriate Categories:

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

1.	My business is organized as (you <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	You <b>must</b> check <u>one</u> of the boxes below:				
	A.  I certify my business is a sole propriete Worker's Compensation Laws.	orship and it has ı	no employees but the sole proprietor. I am not subject to the			
	Exclusion (BWC-337, Rev. 5/96). I wi	Il provide a copy	Vorker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For orker's Compensation Bureau at 517-322-1195).			
	C.  I certify my business has a Worker's Cone (21) days of the contract award.	compensation Pol	icy. I will provide an original Certificate of Insurance within twenty-			
3.	. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, othe than yourself, including family members and active partners (if none, you must enter "0").					
	Full-time En	nployees	Part-time Employees			
Nam	ne of Business		Federal ID (or) Social Security No.			
Addı	ress		Telephone ( )			
City		State	ZIP			
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						
T	itle		 Date			
_						

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

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