

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7433</u>

<u>SCHEDULED SALE DATE AND TIME:</u> 3:00 p.m. (local time) on July 11, 2024. <u>LOCATION:</u> 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:

<u>Auger Creek Mix</u> (42-016-23) / T46N, R09W, SEC. 1 , SWNW,SW,W1/2SE. T46N, R09W, SEC. 12, N1/2NW,NWNE. T46N, R09W, SEC. 2 , NESE. Luce County, Advertised Price \$21,598.25, 176.4 Acres, N White Cedar, Spruce/Fir/Tamarack.

SALE NOTE: Permission for access across private land is the responsibility of the Purchaser.

Within Payment Unit(s) 1-6, harvesting is not permitted during the period of December 31 to March 15 because of low ground within the Sale Area and the need for winter conditions to operate.

The Charcoal Grade is a snowmobile trail and is shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

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

Spectacle Spectacular (42-030-23) / T47N, R08W, SEC. 19, S1/2NW,NESW. Luce County, Advertised Price \$26,846.60, 70.3 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Within Payment Unit(s) 1 - 3, harvesting is limited to the period of December 1 to April 1 because of low, wet ground.

Creation of nurse logs and snowshoe hare habitat is required on this sale. See Sale Spec 5.2.4.6 for detailed information.

The Charcoal Grade is a snowmobile trail and is shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

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

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

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO Box 428 5666 S STATE HWY M 123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on July 11, 2024. For further information concerning this sale, contact Keith Magnusson at 906-291-0120 extension n/a.

2. Bidder's Qualifications (10/22)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Worker's Compensation (10/22)

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

10. Timber Sale Contract (10/22)

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

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

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

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

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

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

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

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

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

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

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

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

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

a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.

b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

Scott Bowen Director

TIMBER SALE INFORMATION

Auger Creek Mix (42-016-23)

T46N, R09W, SEC. 1; T46N, R09W, SEC. 12; T46N, R09W, SEC. 2.

Luce County (Advertised Price \$21,598.25)

SALE NOTE: Permission for access across private land is the responsibility of the Purchaser.

Within Payment Unit(s) 1-6, harvesting is not permitted during the period of December 31 to March 15 because of low ground within the Sale Area and the need for winter conditions to operate.

The Charcoal Grade is a snowmobile trail and is shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private 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	ESTIMATE	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Paper Birch	23.3	MBF	\$	41.00 / MBF
Red Maple	22.4	MBF	\$	61.00 / MBF
Pulpwood				
Balsam Fir	44	Cords	\$	10.55 / Cord
Mixed Aspen	61	Cords	\$	25.35 / Cord
Mixed Hardwood	495	Cords	\$	12.00 / Cord
Mixed Spruce	1,112	Cords	\$	6.45 / Cord
N. White Cedar	1,185	Cords	\$	2.90 / Cord
Paper Birch	202	Cords	\$	3.55 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 11.32 percent. There are an estimated 3,198 cords on this timber sale, plus or minus 362 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 \$1,080.00 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

	PERCENT OF TOTAL SALE VALU
01	14.6%
02	11.8%

02	11.070
03	15.5%
04	18.8%
05	23.1%
06	16.2%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 06/30/2028.

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		
252,630 3,198		11.32%	2,836	3,560	

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
85	252,630	3,198	11.33%	2,836	3,560
TOTAL:	252,630	3,198		2,836	3,560

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
85	176.4	1	25.7
		2	20.8
		3	27.2
		4	33.2
		5	40.8
		6	28.7
TOTAL:	176.4		176.4

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	
						ADVERTISE PRICE
1	Paper Birch	Sawtimber	3.4	MBF	25.7	\$3,145.70
	Red Maple	Deducerad	3.3	MBF		
	Balsam Fir	Pulpwood	6	Cords		
	Mixed Aspen		9	Cords		
	Balsam Poplar		7	Cords		
	Quaking Aspen		2	Cords		
	Mixed Hardwood		72	Cords		
	Red Maple		70	Cords		
	Yellow Birch		2	Cords		
	Mixed Spruce		162	Cords		
	Black Spruce		151	Cords		
	White Spruce		11	Cords		
	N. White Cedar		173	Cords		
	Paper Birch		29	Cords		
2	Paper Birch	Sawtimber	2.7	MBF	20.8	\$2,543.65
	Red Maple		2.6	MBF		
	Balsam Fir	Pulpwood	5	Cords		
	Mixed Aspen		7	Cords		
	Balsam Poplar		6	Cords		
	Quaking Aspen		1	Cords		
	Mixed Hardwood		59	Cords		
	Red Maple		57	Cords		
	Yellow Birch		2	Cords		
	Mixed Spruce		131	Cords		
	Black Spruce		122	Cords		
	White Spruce		9	Cords		
	N. White Cedar		140	Cords		
	Paper Birch		24	Cords		
3	Paper Birch	Sawtimber	3.6	MBF	27.2	\$3,350.60
5	Red Maple	Sawtimber	3.5	MBF	21.2	φ0,000.00
	Balsam Fir	Pulpwood	7	Cords		
	Mixed Aspen	Fulpwood	10	Cords		
	Balsam Poplar		8	Cords		
			-			
	Quaking Aspen Mixed Hardwood		2	Cords		
			76	Cords		
	Red Maple		74	Cords		
	Yellow Birch		2	Cords		
	Mixed Spruce		172	Cords		
	Black Spruce		160	Cords		
	White Spruce		12	Cords		
	N. White Cedar		183	Cords		
	Paper Birch		31	Cords		
4	Paper Birch	Sawtimber	4.4	MBF	33.2	\$4,057.50
	Red Maple		4.2	MBF		
	Balsam Fir	Pulpwood	8	Cords		
	Mixed Aspen		11	Cords		
	Balsam Poplar		9	Cords		
	Quaking Aspen		2	Cords		
			94	Cords		
	Mixed Hardwood					
	Mixed Hardwood <i>Red Maple</i>		91	Cords		
			91 3	Cords Cords		
	Red Maple					
	Red Maple Yellow Birch		3	Cords		
	Red Maple Yellow Birch Mixed Spruce		3 209	<i>Cords</i> Cords		
	Red Maple Yellow Birch Mixed Spruce Black Spruce		3 209 195	Cords Cords Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5	Paper Birch	Sawtimber	5.4	MBF	40.8	\$4,993.75
	Red Maple		5.2	MBF		
	Balsam Fir	Pulpwood	11	Cords		
	Mixed Aspen		14	Cords		
	Balsam Poplar		12	Cords		
	Quaking Aspen		2	Cords		
	Mixed Hardwood		114	Cords		
	Red Maple		111	Cords		
	Yellow Birch		3	Cords		
	Mixed Spruce		257	Cords		
	Black Spruce		239	Cords		
	White Spruce		18	Cords		
	N. White Cedar		273	Cords		
	Paper Birch		47	Cords		
6	Paper Birch	Sawtimber	3.8	MBF	28.7	\$3,507.05
	Red Maple		3.6	MBF		
	Balsam Fir	Pulpwood	7	Cords		
	Mixed Aspen		10	Cords		
	Balsam Poplar		8	Cords		
	Quaking Aspen		2	Cords		
	Mixed Hardwood		80	Cords		
	Red Maple		78	Cords		
	Yellow Birch		2	Cords		
	Mixed Spruce		181	Cords		
	Black Spruce		169	Cords		
	White Spruce		12	Cords		
	N. White Cedar		193	Cords		
	Paper Birch		33	Cords		
		TOTAL:	45.7	MBF		
		TOTAL:	3,099	Cords		

Sale Specific Conditions & Requirements

Sale Name: Auger Creek Mix

Sale Number: 42-016-23 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red 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) 1-6, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any white pine, hemlock or sub-merchantable balsam fir.

Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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. 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.

3.4.3 - Special Protection Areas (8/11)

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

4 - Transportation

4.1 - Construction

4.1.4 - 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 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 upon completion of the sale. 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. Contact the Sale Administrator for specific details of design and placement.

4.2 - Maintenance

4.2.4 - Grading (10/16)

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

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)No slash or treetops 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) 1-6, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 31 to March 15. This restriction is because of low ground within the Sale Area and the need for winter conditions to operate.

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 Charcoal Grade 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 road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the lowland soil types.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile trail posting (10/20)

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

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.



TIMBER SALE INFORMATION

Spectacle Spectacular (42-030-23) T47N, R08W, SEC. 19. Luce County (Advertised Price \$26,846.60)

SALE NOTE: Within Payment Unit(s) 1 - 3, harvesting is limited to the period of December 1 to April 1 because of low, wet ground.

Creation of nurse logs and snowshoe hare habitat is required on this sale. See Sale Spec 5.2.4.6 for detailed information.

The Charcoal Grade is a snowmobile trail and is shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

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

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

PRODUCTS & SPECIES	ESTIMATE	ED UNITS*	ADVE	RTISED PRICE
Sawtimber				
N. White Cedar	28.6	MBF	\$	19.00 / MBF
Red Maple	49.7	MBF	\$	61.00 / MBF
Yellow Birch	12.3	MBF	\$	76.00 / MBF
Pulpwood				
Balsam Fir	251	Cords	\$	10.55 / Cord
Mixed Hardwood	898	Cords	\$	12.00 / Cord
Mixed Spruce	220	Cords	\$	6.45 / Cord
N. White Cedar	281	Cords	\$	2.90 / Cord
Paper Birch	70	Cords	\$	7.10 / Cord
Quaking Aspen	163	Cords	\$	25.35 / Cord
White Pine	103	Cords	\$	19.90 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 17.71 percent. There are an estimated 2,200 cords on this timber sale, plus or minus 390 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 \$1,342.00 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	47.3%
02	22.0%
03	30.7%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 06/30/2028.

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		
173,822 2,200		17.71%	1,811	2,590	

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
46	173,822	2,200	17.71%	1,811	2,590
TOTAL:	173,822	2,200		1,811	2,590

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
46	70.3	1	33.3
		2	15.4
		3	21.6
TOTAL:	70.3		70.3

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	N. White Cedar	Sawtimber	13.5	MBF	33.3	\$12,709.75
	Red Maple		23.5	MBF		
	Yellow Birch		5.8	MBF		
	Balsam Fir	Pulpwood	119	Cords		
	Mixed Hardwood		426	Cords		
	Beech		33	Cords		
	Red Maple		374	Cords		
	Yellow Birch		19	Cords		
	Mixed Spruce		105	Cords		
	Black Spruce		81	Cords		
	White Spruce		24	Cords		
	N. White Cedar		133	Cords		
	Paper Birch		34	Cords		
	Paper Birch	Sawtimber	3.3	MBF		
	Paper Birch	Pulpwood	27	Cords		
	Quaking Aspen	1 010000	77	Cords		
	White Pine		48	Cords		
2	N. White Cedar	Sawtimber	48 6.3	MBF	15.4	<u> </u>
2		Sawtimper			15.4	\$5,900.25
	Red Maple		10.9	MBF		
	Yellow Birch		2.7	MBF		
	Balsam Fir	Pulpwood	55	Cords		
	Mixed Hardwood		197	Cords		
	Beech		15	Cords		
	Red Maple		173	Cords		
	Yellow Birch		9	Cords		
	Mixed Spruce		48	Cords		
	Black Spruce		37	Cords		
	White Spruce		11	Cords		
	N. White Cedar		62	Cords		
	Paper Birch		15	Cords		
	Paper Birch		1.5	MBF		
	Paper Birch	Pulpwood	12	Cords		
	Quaking Aspen		36	Cords		
	White Pine		23	Cords		
3	N. White Cedar	Sawtimber	8.8	MBF	21.6	\$8,236.60
	Red Maple		15.3	MBF		
	Yellow Birch		3.8	MBF		
	Balsam Fir	Pulpwood	77	Cords		
	Mixed Hardwood		275	Cords		
	Beech		21	Cords		
	Red Maple		242	Cords		
	Yellow Birch		12	Cords		
	Mixed Spruce		67	Cords		
	Black Spruce		52	Cords		
	White Spruce		15	Cords		
	N. White Cedar		86	Cords		
	Paper Birch		21	Cords		
	Paper Birch	Sawtimber	2.1	MBF		
	Paper Birch	Pulpwood	17	Cords		
	Quaking Aspen		50	Cords		
	White Pine		32	Cords		
				•		
		TOTAL:	90.6	MBF		

Sale Specific Conditions & Requirements

Sale Name: Spectacle Spectacular

Sale Number: 42-030-23 Seq#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue 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. 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) 1-3, cut all trees that are two (2) inches or more at DBH, except do not cut white pine that are eighteen (18) inches or more at DBH, any hemlock, or trees ringed in green paint.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.9 - Harvest exception (12/08)

Do not cut any hemlock trees 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 hemlock and to leave an intact stand upon sale completion. All cut hemlock 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. Stumpage price for hemlock shall be \$50.00 per cord for posts and pulpwood, and \$100.00 per cord for bolts and sawlogs.

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. There will be only one division per Payment Unit.

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green paint, white pine 18 inches or more at DBH, and all hemlock. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay double stumpage as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

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.

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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. 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

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the Sale Administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

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.

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08) No slash may exceed 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 low, wet ground.

5.2.4 - Dead and Down Creation

5.2.4.6 - Dead and down creation, other (9/09)

To create nurse logs, push over any trees with a green "T" and leave them lie. The bole of the tree must be in contact with the ground which may require cutting limbs or topping the downed tree.

In addition, for snowshoe hare habitat, create 2 or 3 long linear brush piles a minimum of 50 ft in length using forest products such as stumps and larger unmerchantable woody material (from within the sale boundaries where available), formed into a line as a base. Place tops onto the base along its length to construct a linear pile 6 feet in height. The brush pile should be a jumble of logging slash piled on top of the base. If no unmerchantable products are available for a base, use whole trees 8-16 inches at DBH. Place brush pile perpendicular to the eastern boundary of Payment Unit 3, reaching into the adjacent stand at least 20 feet. Contact Sale Administrator for further information.

5.2.32 - Decking/landing restoration (9/13)

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

5.2.41 - Snowmobile trail protection (9/11)

The Charcoal Grade 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 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.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile trail posting (10/20)

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

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.



BID FORM

Date:

Auger Creek Mix (42-016-23)

T46N, R09W, SEC. 1; T46N, R09W, SEC. 12; T46N, R09W, SEC. 2; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 11, 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	<u>ESTIMATED</u>	VOLUME*	<u>ADV</u>	ERTISED PRICE	BID PRICE/UNIT
Paper Birch	23.3	MBF	\$	41.00/MBF	\$
Red Maple	22.4	MBF	\$	61.00/MBF	\$
Pulpwood					
Balsam Fir	44	Cords	\$	10.55/Cord	\$
Mixed Aspen	61	Cords	\$	25.35/Cord	\$
Mixed Hardwood	495	Cords	\$	12.00/Cord	\$
Mixed Spruce	1,112	Cords	\$	6.45/Cord	\$
N. White Cedar	1,185	Cords	\$	2.90/Cord	\$
Paper Birch	202	Cords	\$	3.55/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 11.32 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 SECU	RITY NUMBER:	·
Company or individual bidding:			_
Company representative's name:			-
Address:			_
City:	State:	Zip:	

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

Individual or company representative's signature:

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

NTOF NATURAL ACTION	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)			
add Michigan - 67	TIMBER SAL	.E					
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:			
				Forest Management Onit.			
		-	- d				
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.					
	CATION OF WORKER'S DISABILIT						
sale	e contract.		-	tract award and prior to the issuance of the timber			
	addition, if boxes 2B or 2C are check enty-one (21) days of the contract awa			Certificate of Insurance must be submitted within e timber sale contract.			
• All	Information must be typed or printed	except for written	signatures.				
Please	Check Appropriate Categories:						
-	business is organized as (you must	check <u>one</u> of the	boxes below):				
	Sole Proprietorship (individual)						
	Partnership						
C. L	Corporation						
2. You	u must check <u>one</u> of the boxes below	v:					
A. [I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the			
	 B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty- 						
	one (21) days of the contract award.						
	ou have checked item 2(A) or 2(B), n yourself, including family members			of both full-time and part-time employees, other u must enter "0").			
	Full-time Er	nnlovees		Part-time Employees			
		npioyees					
Name of E	Business		Federal ID (or)	Social Security No.			
Address			Telephone				
Otto		Otata					
City		State	ZIP				
	v certify that the above information is rs affecting my coverage during any o			ify the Michigan DNR of any changes that occur ons.			
Signat	Signature of Owner or Authorized Representative						
Title	Title Date						
			Da				

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

Spectacle Spectacular (42-030-23) T47N, R08W, SEC. 19; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 11, 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	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
N. White Cedar	28.6	MBF	\$	19.00/MBF	\$
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White Pine	103	Cords	\$	19.90/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 17.71 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 SECU	JRITY NUMBER:	[_]
Company or individual bidding:			
Company representative's name:			
Address:			_
City:	State:	Zip:	_

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

Individual or company representative's signature: ______ Date: _____

Phone number :_____ Email (optional):_____

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

TOF NATURAL PERSON	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY
	TIMBER SAL	E		Sale Number (XX – XXX – XX – XX)
	VERIFICATION OF WORKE	R'S DISABILIT	Y	Forest Management Unit:
				Forest Management Onit.
	As required by Act 317, P.A. 1969 (Work	-	nd	
VEDIEN	Part 5 of Act 451 of 1994, as CATION OF WORKER'S DISABILI	amended.		
				tract award and prior to the issuance of the timber
sale	e contract.		-	-
twe	nty-one (21) days of the contract awa	rd and prior to the i	issuance of th	Certificate of Insurance must be submitted within e timber sale contract.
• All I	Information must be typed or printed	except for written s	signatures.	
Please	Check Appropriate Categories:			
-	business is organized as (you must	check <u>one</u> of the	boxes below)	:
	☐ Sole Proprietorship (individual)			
	☐ Partnership			
C. L	Corporation			
	u must check <u>one</u> of the boxes below			
A. L	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	t the sole proprietor. I am not subject to the
	Exclusion (BWC-337, Rev. 5/96). I w questions or a copy of the BWC-337,	ill provide a copy of please call the Worl	the Notice of E ker's Compens	,
C. [I certify my business has a Worker's 0 one (21) days of the contract award.	Compensation Policy	 I will provide 	an original Certificate of Insurance within twenty-
	ou have checked item 2(A) or 2(B), n yourself, including family members			r of both full-time and part-time employees, other ou must enter "0").
	Full-time Er	nnlovees		Part-time Employees
		nproyooo		
Name of E	Business		Federal ID (or)	Social Security No.
Address			Telephone	
			()	
City		State	ZIP	
l hereby	certify that the above information is	true and correct	Lagree to not	tify the Michigan DNR of any changes that occur
	s affecting my coverage during any o			
Signati	ure of Owner or Authorized Representative			
Title	Title Date			

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