

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7434

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

Witness Protection White Pine (42-022-23) / T48N, R10W, SEC. 31, NESW,N1/2SE.

Luce County, Advertised Price \$7,458.65, 28.4 Acres, White Pine, Spruce/Fir/Tamarack.

SALE NOTE: Note that Payment Unit 3 is optional to harvest due to potential access issues. Removing this Payment Unit is a contract modification which requires a Timber Sale Contract Amendment.

The county must be contacted prior to constructing any access roads leading from the county road R-O-W. This applies to Payment Unit 3 and County Road 407.

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

Within Payment Unit(s) 1 - 3, harvesting is limited to periods of frozen conditions, typically from January to April, unless specified by sale administrators due to sensitive and wet soil conditions and/or the operability and creation of "ice roads" for the use of timber removal.

Access may be through private or other public land.

Sting Box Mix (42-026-23) / T48N, R08W, SEC. 4, S1/2SW,SWSE.

T48N, R08W, SEC. 5, SESW, SESE.

T48N, R08W, SEC. 8, E1/2NW,N1/2NE.

Luce County, Advertised Price \$36,639.20, 83.2 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Road maintenance may be needed on this sale. See Sale Spec 4.2.3 for details.

Timber harvesting in Payment Unit 1 must be completed before significant aspen sprouting occurs in that Payment Unit to minimize damage to the new regeneration.

It is recommended, but not required, that within Payment Units 1-4, harvesting occur during dry summer or frozen winter conditions because of low ground areas within the Payment Units.

The GEM Hunting trail is shown on the Timber Sale Map. See Sale Spec 5.2.40 for restrictions.

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

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

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

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

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

2. Bidder's Qualifications (10/22)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Worker's Compensation (10/22)

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

10. Timber Sale Contract (10/22)

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

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

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

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

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

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

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

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

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

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

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

- 14. Good Neighbor Authority (GNA) Requirements, con't (10/22) Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.
- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

Scott Bowen Director

TIMBER SALE INFORMATION

Witness Protection White Pine (42-022-23)
T48N, R10W, SEC. 31.

Luce County (Advertised Price \$7,458.65)

SALE NOTE: Note that Payment Unit 3 is optional to harvest due to potential access issues. Removing this Payment Unit is a contract modification which requires a Timber Sale Contract Amendment.

The county must be contacted prior to constructing any access roads leading from the county road R-O-W. This applies to Payment Unit 3 and County Road 407.

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

Within Payment Unit(s) 1 - 3, harvesting is limited to periods of frozen conditions, typically from January to April, unless specified by sale administrators due to sensitive and wet soil conditions and/or the operability and creation of "ice roads" for the use of timber removal.

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	ESTIMATE	D UNITS*	<u>ADVE</u>	RTISED PRICE
Sawtimber				
N. White Cedar	5.6	MBF	\$	21.00 / MBF
Red Maple	1.1	MBF	\$	66.00 / MBF
Pulpwood				
Balsam Fir	16	Cords	\$	11.05 / Cord
Black Spruce	138	Cords	\$	6.35 / Cord
Jack Pine	1	Cords	\$	33.60 / Cord
Mixed Aspen	25	Cords	\$	26.95 / Cord
N. White Cedar	51	Cords	\$	3.10 / Cord
Paper Birch	10	Cords	\$	3.85 / Cord
Red Maple	45	Cords	\$	12.80 / Cord
Red Pine	10	Cords	\$	67.55 / Cord
Tamarack	13	Cords	\$	8.55 / Cord
White Pine	195	Cords	\$	20.25 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 43.93 percent. There are an estimated 518 cords on this timber sale, plus or minus 228 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 \$373.00 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	27.2%
02	59.2%
03	13.6%

- 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.

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
40,960	518	43.93%	291	746

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
103	6,579	83	52.92%	39	127
105	34,381	435	27.14%	317	553
TOTAL:	40,960	518		356	681

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
103	4.5	3	4.5
105	23.9	1	7.6
		2	16.3
TOTAL:	28.4		28.4

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	N. White Cedar	Sawtimber	1.8	MBF	7.6	\$2,030.95
	Red Maple		0.4	MBF		
	Balsam Fir	Pulpwood	4	Cords		
	Black Spruce		27	Cords		
	Mixed Aspen		1	Cords		
	B. T. Aspen		1	Cords		
	N. White Cedar		16	Cords		
	Paper Birch		3	Cords		
	Red Maple		14	Cords		
	Red Pine		3	Cords		
	Tamarack		3	Cords		
	White Pine		62	Cords		
2	N. White Cedar	Sawtimber	3.8	MBF	16.3	\$4,411.00
	Red Maple		0.7	MBF		
	Balsam Fir	Pulpwood	8	Cords		
	Black Spruce		59	Cords		
	Mixed Aspen		3	Cords		
	B. T. Aspen		3	Cords		
	N. White Cedar		35	Cords		
	Paper Birch		7	Cords		
	Red Maple		31	Cords		
	Red Pine		7	Cords		
	Tamarack		5	Cords		
	White Pine		133	Cords		
3	Balsam Fir	Pulpwood	4	Cords	4.5	\$1,016.70
	Black Spruce		52	Cords		
	Jack Pine		1	Cords		
	Mixed Aspen		21	Cords		
	Quaking Aspen		21	Cords		
	Tamarack		5	Cords		
		TOTAL:	6.7	MBF		
		TOTAL:	504	Cords		

Sale Specific Conditions & Requirements

Sale Name: Witness Protection White Pine Sale Number: 42-022-23 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint, or are unpainted and identified by a road. 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, with the exception of the boundary between Payment Units 1 & 2, which are unmarked and designated by a road. 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) 3, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut white pine.

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

Within Payment Unit(s) 1 & 2, cut all trees that are two (2) inches or more at DBH, except do not cut trees marked with green paint, above and below stump height, or any hemlock.

2.1.11 - Description of timber note (2/04)

Note that Payment Unit 3 is optional to harvest due to potential access issues. Removing any or all of these Payment Units is a contract modification which requires a Timber Sale Contract Amendment.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 2, may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

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. Contact the Sale Administrator for specific details of design and placement.

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The county must be contacted prior to constructing any access roads leading from the county road R-O-W. This applies to Payment Unit 3 and County Road 407.

4.4 - Access

4.4.1 - Private property access (3/11)

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

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

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

5 - Operations

5.2 - Conduct of Operations

5.2.2 - 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 periods of frozen conditions, (approximately January to April) unless specified by Sale Administrator. This restriction is due to sensitive and wet soil conditions and/or the operability and creation of "ice roads" for the use of timber removal.

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 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.

5.4.5 - 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.

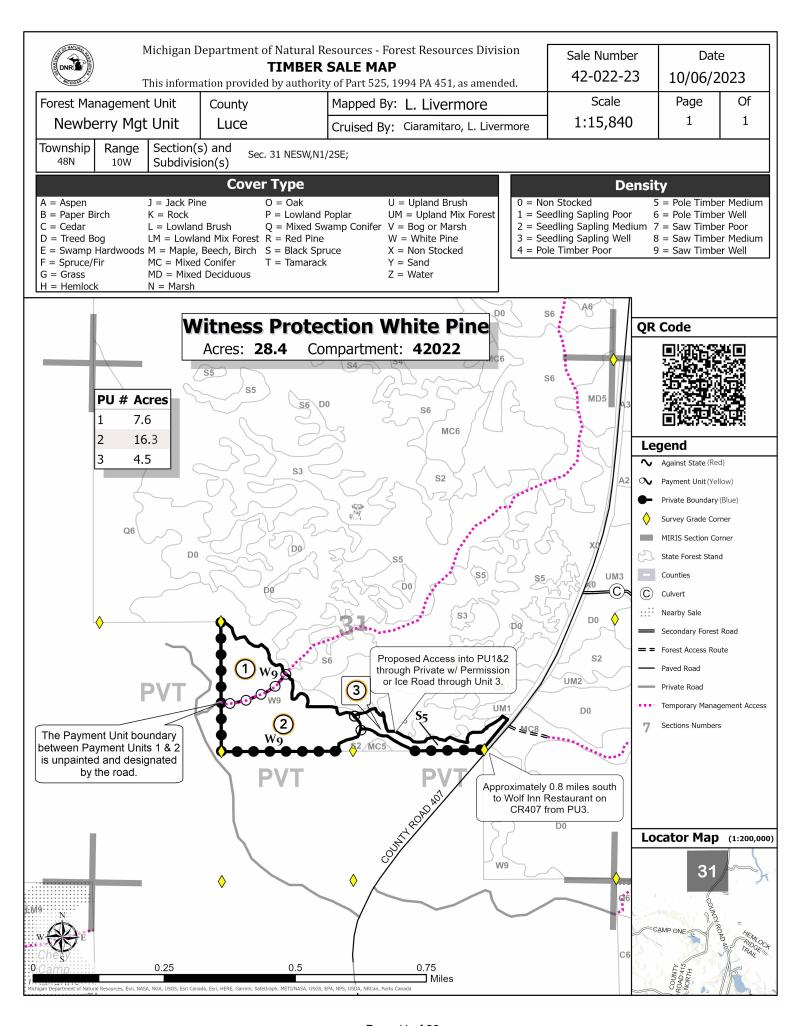
7 - Other Conditions

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 4/5/2024 2:35:08PM



TIMBER SALE INFORMATION

Sting Box Mix (42-026-23)

T48N, R08W, SEC. 4; T48N, R08W, SEC. 5; T48N, R08W, SEC. 8. Luce County (Advertised Price \$36,639.20)

SALE NOTE: Road maintenance may be needed on this sale. See Sale Spec 4.2.3 for details.

Timber harvesting in Payment Unit 1 must be completed before significant aspen sprouting occurs in that Payment Unit to minimize damage to the new regeneration.

It is recommended, but not required, that within Payment Units 1-4, harvesting occur during dry summer or frozen winter conditions because of low ground areas within the Payment Units.

The GEM Hunting trail is shown on the Timber Sale Map. See Sale Spec 5.2.40 for restrictions.

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

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

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

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	ADVE	RTISED PRICE
Sawtimber				
Red Maple	78.9	MBF	\$	71.00 / MBF
Yellow Birch	12.4	MBF	\$	88.00 / MBF
Pulpwood				
Balsam Fir	239	Cords	\$	11.85 / Cord
Hemlock	101	Cords	\$	4.25 / Cord
Mixed Aspen	105	Cords	\$	28.90 / Cord
Mixed Hardwood	1,213	Cords	\$	13.70 / Cord
Mixed Spruce	476	Cords	\$	6.80 / Cord
N. White Cedar	364	Cords	\$	3.35 / Cord
Paper Birch	99	Cords	\$	4.10 / Cord
White Pine	100	Cords	\$	21.70 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 18.75 percent. There are an estimated 3,050 cords on this timber sale, plus or minus 572 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 \$1,832.00 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	42.8%
02	16.3%
03	36.9%
04	4.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2028.

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.

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
240,951	3,050	18.75%	2,478	3,622

VDU VOLUMES

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

	VOLUME			RANGE IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
17	77,858	986	13.45%	853	1,118
23	42,560	539	36.43%	342	735
32	12,961	164	34.75%	107	221
34	107,572	1,362	18.75%	1,106	1,617
TOTAL:	240,951	3,050		2,409	3,691

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.

TOTAL	83.2		83.2
34	31.9	3	31.9
32	5.2	4	5.2
23	9.0	2	9.0
17	37.1	1	37.1
VDU	VDU ACRES	PU	PU ACRES

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

Yellow Birch 9.2 MBF Balsam Fir Pulpwood 31 Cords Hemlock 101 Cords Mixed Aspen 74 Cords B. T. Aspen 4 Cords Quaking Aspen 70 Cords Mixed Hardwood 590 Cords Beech 36 Cords Red Maple 527 Cords Yellow Birch 27 Cords Mixed Spruce 16 Cords White Spruce 14 Cords Paper Birch 10 Cords White Pine 80 Cords 2 Red Maple 30 Cords White Pine 80 Cords 2 Red Maple 30 Cords Mixed Aspen 31 Cords Quaking Aspen 31 Cords Mixed Hardwood 114 Cords Mixed Spruce 236 Cords Mixed Spruce 236 <t< th=""><th>1</th><th>Yellow Birch Balsam Fir Hemlock Mixed Aspen B. T. Aspen Quaking Aspen Mixed Hardwood Beech Red Maple Yellow Birch Mixed Spruce</th><th></th><th>9.2 31 101 74 4 70 590 36 527</th><th>MBF Cords Cords Cords Cords Cords Cords Cords Cords</th><th>37.1</th><th>\$15,687.40</th></t<>	1	Yellow Birch Balsam Fir Hemlock Mixed Aspen B. T. Aspen Quaking Aspen Mixed Hardwood Beech Red Maple Yellow Birch Mixed Spruce		9.2 31 101 74 4 70 590 36 527	MBF Cords Cords Cords Cords Cords Cords Cords Cords	37.1	\$15,687.40
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Balsam Fir Pulpwood 61 Cords		Balsam Fir	Pulpwood	61	Cords		
Mixed Hardwood 484 Cords		Mixed Hardwood		484	Cords		
Red Maple 469 Cords		Red Maple		469	Cords		
Yellow Birch 15 Cords		Yellow Birch		15	Cords		
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		TOTAL:	2,697	Cords
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Sale Specific Conditions & Requirements

Sale Name: Sting Box Mix Sale Number: 42-026-23 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 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. Retention patches are marked with red paint; no harvesting activities may occur within these areas. 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 & 2, cut all trees that are two (2) inches or more at DBH, with the following exceptions:

- Within Payment Unit 1, do not cut any hemlock.
- Within Payment Unit 2, do not cut any white pine that are eighteen (18) inches or more at DBH or any hemlock.

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

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

Within Payment Unit(s) 3 & 4, cut all trees that are two (2) inches or more at DBH, except do not cut any trees marked with green paint above and below stump height or any hemlock. In addition, the following exceptions apply:

- Within Payment Unit 3, do not cut any white pine.
- Within Payment Unit 4, do not cut cedar marked with green paint.

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

3.4.3 - 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.

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. 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. 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 may be needed: After 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. Grade road to acceptable standards and fill any holes that develop with gravel, if necessary. Contact the Sale Administrator for more details.

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

4.4.3 - Access gate (12/08)

Depending on the time of year the sale is cut, the GEM access gate will need to be locked at the completion of each day, unless otherwise approved by the Unit Manager or his/her representative.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or 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

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in Payment Unit 1 must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1-4, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of low ground areas within the Payment Units.

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.

5.2.37 - No decking areas (12/08)

No decking is allowed along the snowmobile trail during the winter months, without permission of the Unit Manager or his/her representative.

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

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

5.2.40 - Pathway protection (10/10)

The GEM Hunting trail is shown on the Timber Sale Map. Do not cut trees or damage posts with pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Skidding across the trail may only occur in locations approved by the Sale Administrator.

5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, 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.

5.4 - Soil Protection

5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the wet soil types within the Sale Area.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on County Road 500 prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.2 - Snowmobile trail posting (10/20)

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

6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on GEM Hunting Trails prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The DNR will provide these signs.

7 - Other Conditions

7.2 - Extensions

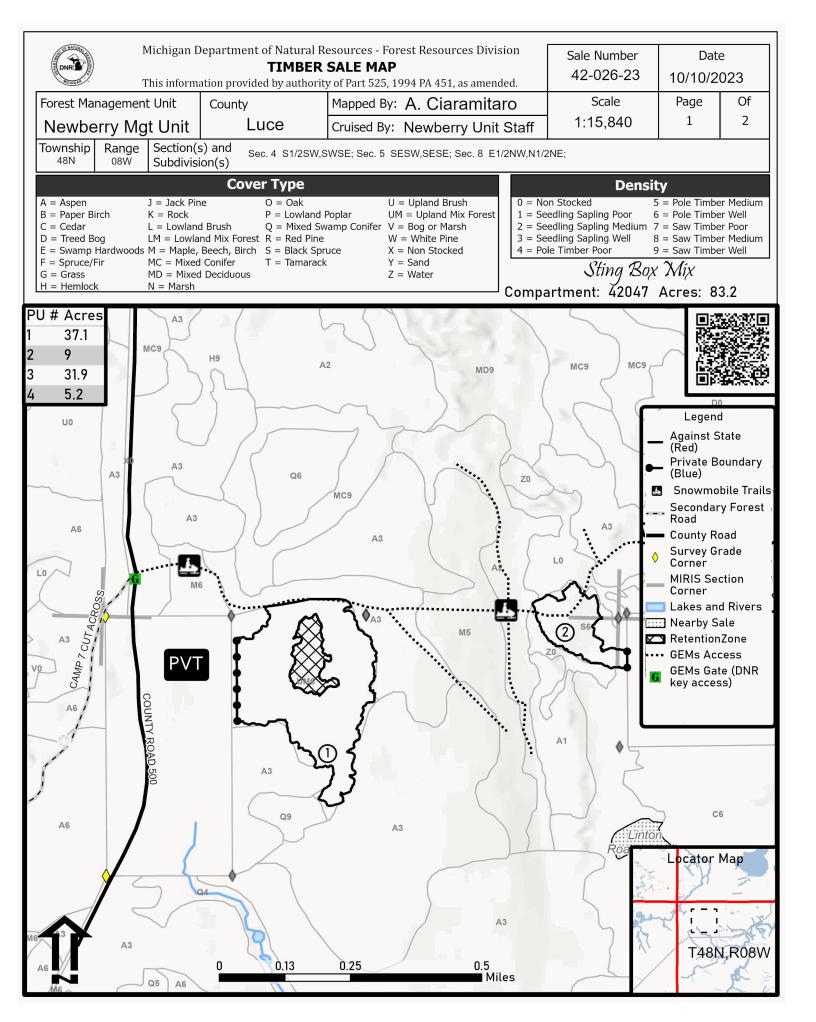
7.2.5 - Weather related extension (1/13)

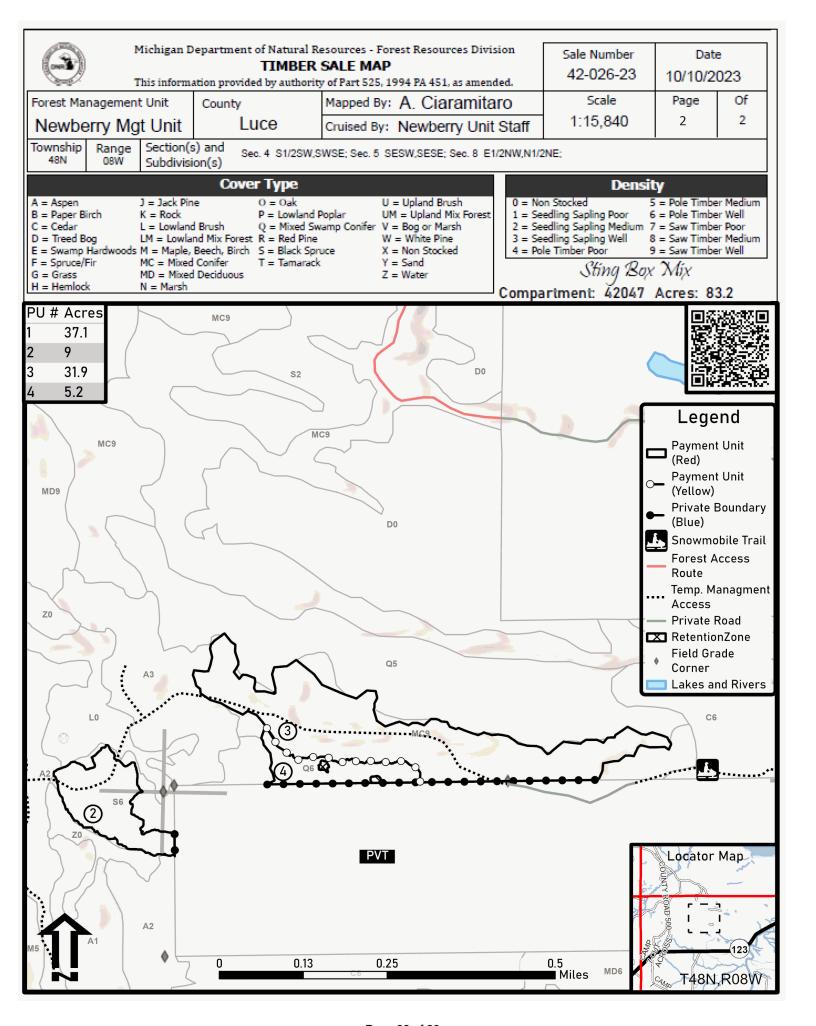
If weather conditions during the operating period of this contract prevent harvesting, this sale may qualify for a weather related extension. If approved, the normal extension fee would be waived. To qualify, there must be a documented attempt each year to harvest in the difficult portion of the sale.

Section Name: Sale Specific

Current as of 6/3/2024 12:12:34PM

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BID FORM

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

Sting Box Mix (42-026-23)

T48N, R08W, SEC. 4; T48N, R08W, SEC. 5; T48N, R08W, SEC. 8; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 18, 2024, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AD'</u>	<u>VERTISED PRICE</u>	BID PRICE/UNIT
Sawtimber					
Red Maple	78.9	MBF	\$	71.00/MBF	\$
Yellow Birch	12.4	MBF	\$	88.00/MBF	\$
Pulpwood					
Balsam Fir	239	Cords	\$	11.85/Cord	\$
Hemlock	101	Cords	\$	4.25/Cord	\$
Mixed Aspen	105	Cords	\$	28.90/Cord	\$
Mixed Hardwood	1,213	Cords	\$	13.70/Cord	\$
Mixed Spruce	476	Cords	\$	6.80/Cord	\$
N. White Cedar	364	Cords	\$	3.35/Cord	\$
Paper Birch	99	Cords	\$	4.10/Cord	\$
White Pine	100	Cords	\$	21.70/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 18.75 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 SEC	CURITY NUMBER:			
	Company or individual bidding:			_		
	Company representative's name:_			-		
	Address:					
	City:	_ State:	Zip:			
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FRO	M YOUR PROSPECTUS IN	THE ABOVE BOX.		
Individual	or company representative's signatu	ure:		Date:		
Phone nu	mber:	Email	(optional):			

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

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

	•••		
Ple	ease Check Appropriate Categories:		
1.	My business is organized as (you must check A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	one of the b	poxes below):
2.	 A. \[\] I certify my business is a sole proprietorship Worker's Compensation Laws. B. \[\] I certify my business has satisfied its o bligati Exclusion (BWC-337, Rev. 5/96). I will provi questions or a copy of the BWC-337, please 	ion to the Work ide a copy of the call the Work	employees but the sole proprietor. I am not subject to the ker's Compensation Act through the use of an approved Notice of he Notice of Exclusion within 21 days of the contract award. (For ker's Compensation Bureau at 517-322-1195). I will provide an original Certificate of Insurance within twenty-
3.	If you have checked item 2(A) or 2(B), you n than yourself, including family members and aFull-time Employed	active partner	e the number of both full-time and part-time employees, other rs (if none, you must enter "0"). Part-time Employees
Nam	me of Business		Federal ID (or) Social Security No.
Addı	dress		Telephone ()
City	y State		ZIP
n fa	ereby certify that the above information is true a factors affecting my coverage during any of my particles affecting signature of Owner or Authorized Representative		I agree to notify the Michigan DNR of any changes that occur future operations.
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

Witness Protection White Pine (42-022-23)
T48N, R10W, SEC. 31; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 18, 2024, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber N. White Cedar	5.6 MBF	\$	21.00/MBF	\$
Red Maple	1.1 MBF	\$	66.00/MBF	\$
Pulpwood				
Balsam Fir	16 Cords	\$	11.05/Cord	\$
Black Spruce	138 Cords	\$	6.35/Cord	\$
Jack Pine	1 Cords	\$	33.60/Cord	\$
Mixed Aspen	25 Cords	\$	26.95/Cord	\$
N. White Cedar	51 Cords	\$	3.10/Cord	\$
Paper Birch	10 Cords	\$	3.85/Cord	\$
Red Maple	45 Cords	\$	12.80/Cord	\$
Red Pine	10 Cords	\$	67.55/Cord	\$
Tamarack	13 Cords	\$	8.55/Cord	\$
White Pine	195 Cords	\$	20.25/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 43.93 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL	. SECURITY NUMBER:_			
	Company or individual bidding:			<u></u>		
	Company representative's name:_					
	Address:					
	City:	State:	Zip:			
- AVAILA	BLE, PLEASE PLACE THE PERSC)NALIZED LABEL I	FROM YOUR PROSPE	CTUS IN THE ABOVE BOX.	_	
ndividual	or company representative's signatu	ure:		Date:		
hone nu	mber :	E	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.

1. My business is organized as (you **must** check <u>one</u> of the boxes below):

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

	A. ☐ Sole Proprietorship (individual)	
	B. ☐ Partnership	
	C. Corporation	
	C. Corporation	
2.	2. You must check <u>one</u> of the boxes below:	
	A. \(\subseteq\) I certify my business is a sole proprietorship and it has no employees Worker's Compensation Laws.	but the sole proprietor. I am not subject to the
	B. I certify my business has satisfied its o bligation to the Worker's Comp Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of questions or a copy of the BWC-337, please call the Worker's Compe	f Exclusion within 21 days of the contract award. (For
	C. I certify my business has a Worker's Compensation Policy. I will provious one (21) days of the contract award.	de an original Certificate of Insurance within twenty-
3.	 If you have checked item 2(A) or 2(B), you must indicate the numbers and active partners (if none, 	
	Full-time Employees	Part-time Employees
Van	Name of Business Federal ID (or) Social Security No.
1411	Todorum b (or) coolar coounty No.
۸۸۸	Address Telephone	
luui	Tolephone (
City	City State ZIP	
JILY	State	
in fa _	I hereby certify that the above information is true and correct. I agree to in factors affecting my coverage during any of my present and future open Signature of Owner or Authorized Representative	
ī	Title	Date

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

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