

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6845

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on March 23, 2021. LOCATION: ATLANTA MGMT UNIT, 13501 M 33, ATLANTA, MI 49709.

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

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

It Will Be Easy JP (54-023-20) / T32N, R02E, SEC. 21, SENE,E1/2SE.

T32N, R02E, SEC. 22, SWNW,W1/2SW.

T32N, R02E, SEC. 27, NW.

T32N, R02E, SEC. 28, E1/2NE.

Montmorency County, Advertised Price \$42,565.90, 244.9 Acres, Jack Pine, Red Pine.

SALE NOTE: No extensions will be granted on this sale. The contract must be completed by 2023.

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.

<u>Toothpicks & Broomsticks</u> (54-029-20) / T32N, R02E, SEC. 4, E1/2NW,NE,E1/2SW,SE. Montmorency County, Advertised Price \$20,892.00, 224.3 Acres, Jack Pine, Red Oak.

SALE NOTE: Harvesting, chipping, and hauling operations for this sale must be completed by 12/31/2023. There will be no extensions granted on this contract. The purpose of this sale is to create habitat for the endangered Kirtland's Warbler. This sale is already scheduled for planting.

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. 07/02/2018):

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

Bids must be received by the Unit Manager, ATLANTA OFFICE, 13501 M 33, ATLANTA, MI 49709, no later than 10:00 a.m. (local time) on March 23, 2021. For further information concerning this sale, contact Cody Stevens at 989-785-4251 extension 5240.

2. Bidder's Qualifications (5/16)

Purchaser shall obtain workers 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. 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 contract. 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. Timber Sale Contract (7/18)

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).

10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

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.

11. Certification and Chain-of-Custody (10/14)

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.

12. Good Neighbor Authority (GNA) Requirements (7/16)

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).

13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

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.

DAN EICHINGER
Director

TIMBER SALE INFORMATION

It Will Be Easy JP (54-023-20)

T32N, R02E, SEC. 21; T32N, R02E, SEC. 22; T32N, R02E, SEC. 27; T32N, R02E, SEC. 28.

Montmorency County (Advertised Price \$42,565.90)

SALE NOTE: No extensions will be granted on this sale. The contract must be completed by 2023.

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 T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	<u>ADVE</u>	ERTISED PRICE
Sawtimber	22.7	MDE	Φ.	400.00 / MDE
Red Pine Pulpwood	23.7	MBF	\$	109.00 / MBF
Jack Pine	2,084	Cords	\$	18.10 / Cord
Mixed Oak	44	Cords	\$	24.40 / Cord
Red Pine	28	Cords	\$	42.45 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.81 percent. There are an estimated 2,203 cords on this timber sale, plus or minus 216 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 \$2,128.00 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	14.9%
02	11.9%
03	17.8%
04	11.5%
05	30.6%
06	13.3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2023.

SALE STATISTICS

SALE VOLUMES

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
174,024	2,203	9.81%	1,987	2,419

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
11	118,800	1,504	14.11%	1,292	1,716
12	1,146	15	53.67%	7	22
15	45,551	577	15.28%	488	665
16	237	3	126.49%	1	7
17	203,085	2,571	12.86%	2,240	2,901
TOTAL:	368,819	4,669		4,026	5,311

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
11	68.7	1	30.6
		3	38.1
12	5.8	1	5.8
15	42.9	5	42.9
16	9.1	5	9.1
17	118.4	2	38.4
		4	37.1
		6	42.9
TOTAL:	244.9		244.9

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	346	Cords	36.4	
'	Mixed Oak	Pulpwood	346	Cords	30.4	\$6,335.80
			2	Cords		
	BI/R/Hybrid Oak White Oak		_	Cords		
2		Distance of	1		20.4	фг 000 00
2	Jack Pine	Pulpwood	272	Cords	38.4	\$5,069.60
	Mixed Oak		6	Cords		
	BI/R/Hybrid Oak	l	4	Cords		
	White Oak		2	Cords		
3	Jack Pine	Pulpwood	413	Cords	38.1	\$7,597.30
	Mixed Oak		5	Cords		
	BI/R/Hybrid Oak	l	3	Cords		
	White Oak		2	Cords		
4	Jack Pine	Pulpwood	263	Cords	37.1	\$4,882.30
	Mixed Oak		5	Cords		
	BI/R/Hybrid Oak		3	Cords		
	White Oak		2	Cords		
5	Red Pine	Sawtimber	23.7	MBF	52.0	\$13,032.10
	Jack Pine	Pulpwood	486	Cords		
	Mixed Oak		19	Cords		
	BI/R/Hybrid Oak		19	Cords		
	Red Pine		28	Cords		
6	Jack Pine	Pulpwood	304	Cords	42.9	\$5,648.80
	Mixed Oak		6	Cords		
	BI/R/Hybrid Oak		4	Cords		
	White Oak		2	Cords		
		TOTAL:	23.7	MBF		
		TOTAL:	2,156	Cords		

Sale Specific Conditions & Requirements

Sale Name: It Will Be Easy JP Sale Number: 54-023-20 Seq#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red and blue paint, state forest roads, and/or M-33 (as shown on the Timber Sale Map). Exterior sale boundary lines against private are marked with blue paint. Exterior sale boundary lines against state are marked by red paint and designated by M-33. Interior Payment Unit boundaries are designated by state forest roads (as shown on the Timber Sale Map). Interior retention boundaries 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. State forest roads designating interior Payment Unit boundaries are only to be crossed when 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) 1-6, cut all trees that are two (2) inches or more at DBH.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

This sale must be chip harvested to meet Kirtland's warbler habitat and planting requirements. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping to minimize the amount of residual slash. If market conditions limit the practicality of chipping tops and slash, trees greater than 4 inches DBH must be cut to a 2-inch top or smaller. Sub-merchantable trees, and hardwood limbs 4 inches or greater where they attach to the stem, are to be cut/reduced to 4-foot lengths. Slash must not be more than 3 feet high. Operations will be terminated or halted if slash is not being reduced to an acceptable level and damages will be collected determined by the cost to complete the work. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2).

2.2.3 - Stump heights (4/07)

Stump heights within Payment Units 1-6 shall not exceed 6 inches for all trees. This is to facilitate planting operations.

3 - Payments

3.6 - Payment Unit Cutting Schedule

3.6.8 - Operating period (5/16)

Once cutting begins, operations must continue until all Payment Units are completed. This requirement is for the Clear Lake State Park and Kirtland's warbler management.

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 chipped, utilized, or otherwise removed from the sale.

4.1.12 - No new roads (1/12)

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

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

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

5.2.3.6 - Bark beetle restriction (12/08)

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

5.2.32 - 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.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.2 - Kirtland's warbler (2) (10/12)

Payment Units 1-6 are adjacent to a young jack pine stand which is being used by an endangered species (Kirtland's Warbler). Due to the close proximity to occupied Kirtland's Warbler habitat, all operations are confined to August 16 through May 1 for these Payment Units. Absolutely no operations will be allowed the remainder of the year.

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.

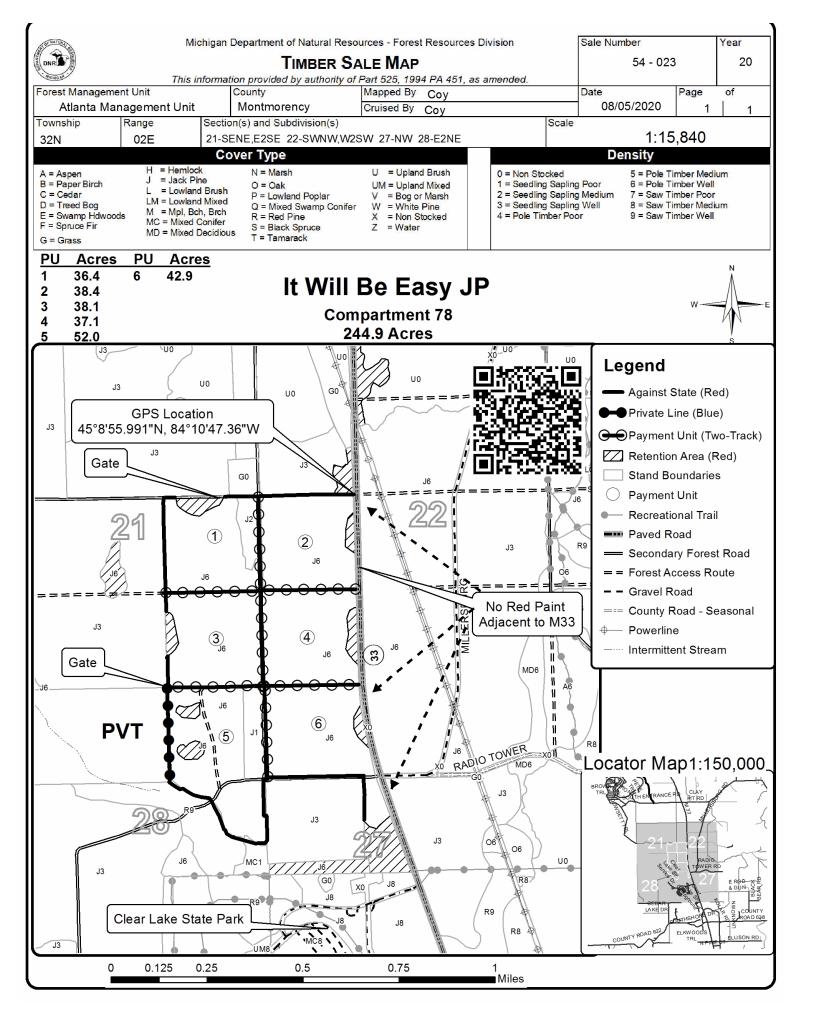
7 - Other Conditions

7.2 - Extensions

7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract. The contract must be completed by 2023. The purpose of this sale is to create habitat for the endangered Kirtland's Warbler. This sale is already scheduled for planting.

Section Name: Sale Specific Current as of 3/2/2021 3:27:51PM



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TIMBER SALE INFORMATION

Toothpicks & Broomsticks (54-029-20)

T32N, R02E, SEC. 4.

Montmorency County (Advertised Price \$20,892.00)

SALE NOTE: Harvesting, chipping, and hauling operations for this sale must be completed by 12/31/2023. There will be no extensions granted on this contract. The purpose of this sale is to create habitat for the endangered Kirtland's Warbler. This sale is already scheduled for planting.

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 T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATE	ED UNITS*	ADVE	RTISED PRICE
Sawtimber				
Jack Pine	25.7	MBF	\$	30.00 / MBF
Red Pine	27.1	MBF	\$	92.00 / MBF
Pulpwood				
B. T. Aspen	50	Cords	\$	14.60 / Cord
Jack Pine	759	Cords	\$	15.30 / Cord
Red Maple	1	Cords	\$	16.85 / Cord
Red Oak	170	Cords	\$	20.65 / Cord
Red Pine	45	Cords	\$	35.95 / Cord
White Pine	8	Cords	\$	17.50 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 15.07 percent. There are an estimated 1,138 cords on this timber sale, plus or minus 172 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 \$1,045.00 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	45.6%
02	30.0%
03	8.8%
04	15.6%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2023.

SALE STATISTICS

SALE VOLUMES

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
89,940	1,138	15.07%	967	1,310

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
1	58,207	737	14.31%	631	842
2	4,708	60	64.71%	21	98
3	46,626	590	28.76%	420	760
5	65,294	827	23.20%	635	1,018
6	3,618	46	61.96%	17	74
7	7,426	94	43.56%	53	135
TOTAL:	185,879	2,353		1,778	2,928

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:	224.3	1	224.3
7	5.9	1	5.9
6	7.6	4	7.6
		4	52.8
		3	41.2
5	109.8	1	15.8
		2	57.7
3	58.0	1	0.3
2	7.9	1	7.9
		2	8.7
1	35.1	1	26.4
VDU	VDU ACRES	PU	PU ACRES

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Sawtimber	12.4	MBF	56.3	\$9,502.95
	Red Pine		21.7	MBF		
	B. T. Aspen	Pulpwood	5	Cords		
	Jack Pine		302	Cords		
	Red Oak		60	Cords		
	Red Oak	Sawtimber	1.7	MBF		
	Red Oak	Pulpwood	57	Cords		
	Red Pine		31	Cords		
	White Pine		5	Cords		
	White Pine	Sawtimber	1.4	MBF		
	White Pine	Pulpwood	2	Cords		
2	Jack Pine	Sawtimber	13.3	MBF	66.4	\$6,265.25
	Red Pine		1.1	MBF		
	B. T. Aspen	Pulpwood	43	Cords		
	Jack Pine		245	Cords		
	Red Maple		1	Cords		
	Red Oak		63	Cords		
	Red Oak		63	Cords		
	Red Pine		1	Cords		
	White Pine		2	Cords		
	White Pine	Sawtimber	0.2	MBF		
	White Pine	Pulpwood	2	Cords		
3	Red Pine	Sawtimber	1.9	MBF	41.2	\$1,847.05
	B. T. Aspen	Pulpwood	1	Cords		
	Jack Pine	·	78	Cords		
	Red Oak		19	Cords		
	Red Oak		19	Cords		
	Red Pine		2	Cords		
1	Red Pine	Sawtimber	2.4	MBF	60.4	\$3,259.25
4		l	1	Cords		
4	B. T. Aspen	Pulpwood	ı			
4	B. T. Aspen Jack Pine	Pulpwood	134	Cords		
4	·	Pulpwood		Cords Cords		
4	Jack Pine	·	134			
4	Jack Pine Red Oak	·	134 28	Cords		
'1	Jack Pine Red Oak Red Oak	·	134 28 28	Cords Cords		

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Sale Specific Conditions & Requirements

Sale Name: Toothpicks & Broomsticks Sale Number: 54-029-20 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 red and yellow paint, along with roads. Exterior sale boundary lines against state are marked with red paint, with the exception of the portions adjacent to M33, which are unpainted and identified by M33 (see Timber Sale Map). Interior Payment Unit boundaries are marked with yellow paint, with the exception of the boundary between Payment Units 1 & 2 and 3 & 4, which is mostly unpainted and identified by the unnamed closed forest road (see Timber Sale Map). Interior retention islands are marked with red painted X's; no harvesting activities may occur within these designated retention areas. Red 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) 1-4, cut all trees that are two (2) inches or more at DBH, except do not cut the two red pine trees ringed with green paint in Payment Unit 1.

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

2.2 - Utilization

2.2.2 - Chipping required (2/18)

Payment Units 1-4 must be chip harvested to meet Kirtland's warbler habitat requirements. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. If market conditions limit the practicality of chipping, tops and slash must be arranged or reduced in a way that will not inhibit future planting operations, as directed by the sale administrator. A chipping exemption can be obtained if proposed operations are determined to be suitable for planting by reforestation staff. This exemption must be granted in writing. If the deadline is not met, damages will be collected determined by the cost to complete this work. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because the site is being planted to meet Kirtland's warbler habitat requirements and does not require that slash be left.

2.2.3 - Stump heights (4/07)

Stump heights within Payment Units 1-4 shall not exceed 6 inches for all trees. This is to facilitate planting operations.

3 - Payments

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.

No damage is acceptable to undesignated live merchantable trees and designated retention areas. Within the Sale Area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 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 the two red pine trees ringed with green paint in Payment Unit 1. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$500.00 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

4.1.3 - 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.

4.1.6 - 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. Some existing roads may also need to be closed (see the Timber Sale Map for locations). In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.5 - 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

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.1.6 - Utility R.O.W. (4/19)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for 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

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1

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

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.2.39 - ORV trail/route protection (4/18)

The Atlanta Route ORV trail (which is also Snowmobile Trail 492) is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 10-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

5.2.41 - Snowmobile trail protection (9/11)

Snowmobile Trail 492 (which is also Atlanta Route ORV 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 is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. 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. The snowmobile trail may only be crossed at right angles. Maintain a 10-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 10 feet of the snowmobile trail must be cut at ground level.

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 (9/09)

The Purchaser is responsible for posting and maintaining caution signs on likely haul routes prior to beginning operations. The road must be posted 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 (8/09)

The Purchaser is responsible for posting and maintaining caution signs on Snowmobile Trail 492 (which is also Atlanta Route ORV trail) prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the Atlanta ORV Route (which is also Snowmobile Trail 492) 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 Purchaser will provide these signs.

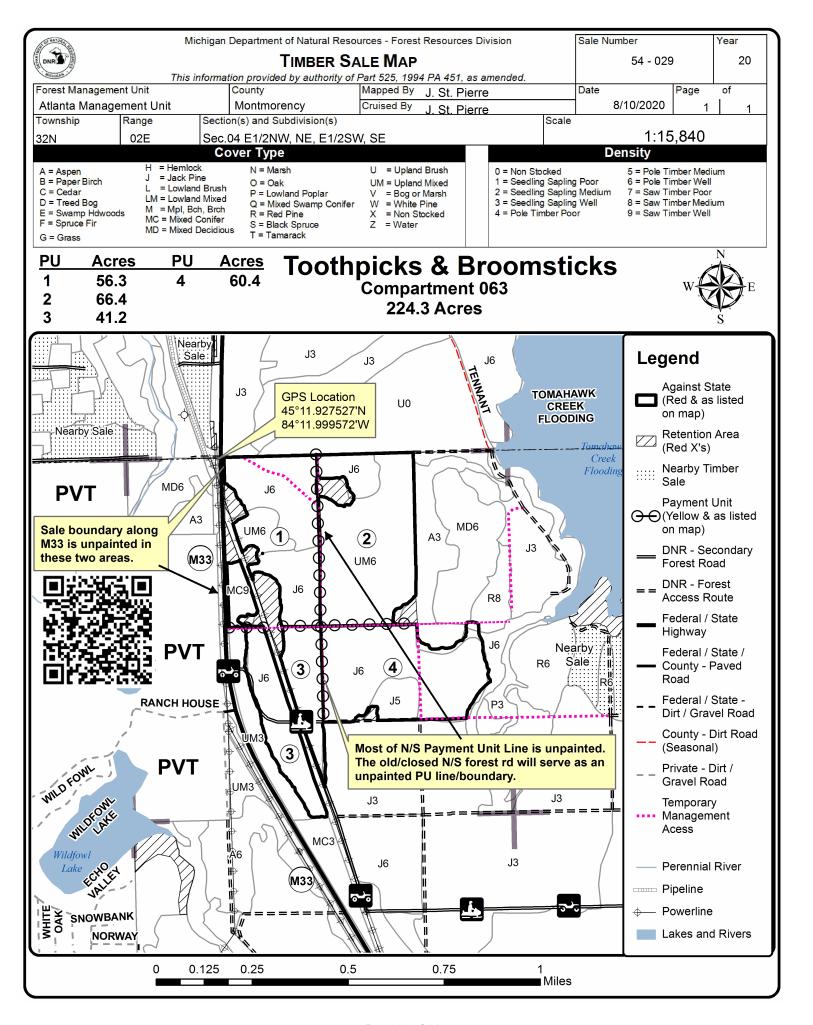
7 - Other Conditions

7.2 - Extensions

7.2.2 - No extensions (3/09)

Harvesting, chipping, and hauling operations for this sale must be completed by 12/31/2023. There will be no extensions granted on this contract. The purpose of this sale is to create habitat for the endangered Kirtland's Warbler. This sale is already scheduled for planting.

Section Name: Sale Specific Current as of 3/2/2021 2:44:18PM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

<u>Toothpicks & Broomsticks (54-029-20)</u> T32N, R02E, SEC. 4; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on March 23, 2021, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>ESTIMATED</u>	VOLUME*	AD\	<u>VERTISED PRICE</u>	BID PRICE/UNIT
25.7	MBF	\$	30.00/MBF	\$
27.1	MBF	\$	92.00/MBF	\$
50	Cords	\$	14.60/Cord	\$
759	Cords	\$	15.30/Cord	\$
1	Cords	\$	16.85/Cord	\$
170	Cords	\$	20.65/Cord	\$
45	Cords	\$	35.95/Cord	\$
8	Cords	\$	17.50/Cord	\$
	25.7 27.1 50 759 1 170 45	27.1 MBF	25.7 MBF \$ 27.1 MBF \$ 50 Cords \$ 759 Cords \$ 1 Cords \$ 170 Cords \$ 45 Cords \$	25.7 MBF \$ 30.00/MBF 27.1 MBF \$ 92.00/MBF 50 Cords \$ 14.60/Cord 759 Cords \$ 15.30/Cord 1 Cords \$ 16.85/Cord 170 Cords \$ 20.65/Cord 45 Cords \$ 35.95/Cord

*The volumes are statistically estimated within plus (+) or minus (-) 15.07 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: ___-_ or SOCIAL SECURITY NUMBER: ___--

	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	al or company representative's signature: Date:				
Phone nu	none number : Email (optional):				

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY				
Sale Number (XX – XXX – XX – XX)				
Forest Management Unit:				
r orest management omt.				

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

Please Check Appropriate Categories:

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

1.	My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation				
2.	You must check <u>one</u> of the boxes below	r:			
	A. I certify my business is a sole propriete Worker's Compensation Laws.	orship and it has no	employees bu	It the sole proprietor.	I am not subject to the
	B. I certify my business has satisfied its of Exclusion (BWC-337, Rev. 5/96). I will questions or a copy of the BWC-337,	Il provide a copy of	the Notice of E	Exclusion within 21 day	ys of the contract award. (For
	C. I certify my business has a Worker's Cone (21) days of the contract award.	Compensation Polic	y. I will provide	e an original Certificate	e of Insurance within twenty-
3.	. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").			and part-time employees, other	
	Full-time En	nployees			_Part-time Employees
Nam	ne of Business		Federal ID (or) Social Security No.	
Address			Telephone ()		
City		State	ZIP		
in fa _	ereby certify that the above information is actors affecting my coverage during any co				NR of any changes that occur
T	itle		D	ate	

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

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

BID FORM

ATLANTA MANAGEMENT UNIT ATLANTA OFFICE

It Will Be Easy JP (54-023-20)

T32N, R02E, SEC. 21; T32N, R02E, SEC. 22; T32N, R02E, SEC. 27; T32N, R02E,

In response to the notice of sale to be held 10:00 a.m. (local time) on March 23, 2021, 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*	AD	VERTISED PRICE	BID PRICE/UNIT
Sawtimber			100 00	•
Red Pine	23.7 MBF	\$	109.00/MBF	\$
Pulpwood				
Jack Pine	2,084 Cords	\$	18.10/Cord	\$
Mixed Oak	44 Cords	\$	24.40/Cord	\$
Red Pine	28 Cords	\$	42.45/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 9.81 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	R:	Ш		
	Company or individu	al bidding:		<u></u>			
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
IF AVAILA	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual	dual or company representative's signature: Date:						
Phone nu	hone 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



Title

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 <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation				
2.	 You must check one of the boxes below: A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify my business has satisfied its 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 Work	orker's Compensation Bureau at 517-322-1195). cy. I will provide an original Certificate of Insurance within twenty-		
3.	If you have checked item 2(A) or 2(B), than yourself, including family members		ate the number of both full-time and part-time employees, other ers (if none, you must enter "0").		
	Full-time En	nployees	Part-time Employees		
Nam	ne of Business		Federal ID (or) Social Security No.		
Addı	ress		Telephone ()		
City		State	ZIP		
	ereby certify that the above information is actors affecting my coverage during any c		I agree to notify the Michigan DNR of any changes that occur d future operations.		
S	Signature of Owner or Authorized Representative				

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

Date