

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6820

<u>SCHEDULED SALE DATE AND TIME:</u> 8:30 a.m. (local time) on January 27, 2021. <u>LOCATION:</u> CRYSTAL FALLS MGMT UNIT, 1420 US 2 WEST, CRYSTAL FALLS, MI 49920.

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, CRYSTAL FALLS MANAGEMENT UNIT, for certain timber on the following described lands:

<u>Chanesaw Junkshun</u> (12-008-20) / T42N, R27W, SEC. 13, SENE,N1/2SW,SESW,N1/2SE. T42N, R27W, SEC. 14, SENW,SWNE,NESW,N1/2SE,SESE. T42N, R27W, SEC. 15, SWNE,N1/2SE. T42N, R27W, SEC. 21, NENE. T42N, R27W, SEC. 23, E1/2NW,NE. Dickinson County, Advertised Price \$112,676.35, 251.5 Acres, Hardwood, Aspen.

SALE NOTE: Payment Unit 1 will be scaled and is limited to frozen ground conditions.

Access may be through private land.

<u>Turner Classic Mix</u> (12-060-20) / T43N, R29W, SEC. 18, N1/2NW,SWNW. T43N, R30W, SEC. 12, S1/2SW,SWSE. T43N, R30W, SEC. 14, NENW,NWNE. Dickinson County, Advertised Price \$33,485.40, 50.0 Acres, Aspen, Red Pine.

SALE NOTE: Access may be through private land.

BID INSTRUCTIONS (VER. 07/02/2018):

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

Bids must be received by the Unit Manager, CRYSTAL FALLS OFFICE, 1420 US 2 West, Crystal Falls, MI 49920, no later than 8:30 a.m. (local time) on January 27, 2021. For further information concerning this sale, contact Dan McNamee at 906-875-6622.

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

Chanesaw Junkshun (12-008-20)

T42N, R27W, SEC. 13; T42N, R27W, SEC. 14; T42N, R27W, SEC. 15; T42N, R27W, SEC. 21; T42N, R27W, SEC. 23. Dickinson County (Advertised Price \$112,676.35)

SALE NOTE: Payment Unit 1 will be scaled and is limited to frozen ground conditions.

Access may be through private land.

A timber sale contract for this mixed, 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*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	20.6	MBF	\$	78.00 / MBF
Red Maple	29.5	MBF	\$	110.00 / MBF
Pulpwood				
Balsam Fir	312	Cords	\$	15.05 / Cord
Basswood	157	Cords	\$	5.75 / Cord
Mixed Hardwood	1,997	Cords	\$	19.90 / Cord
Mixed Spruce	194	Cords	\$	11.55 / Cord
Quaking Aspen	2,014	Cords	\$	29.00 / Cord
Tamarack	209	Cords	\$	8.80 / Cord

* 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 \$7,887.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule :
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.

(c) Payment for each of the following units must be made before cutting begins in that unit: PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE

	PERCENT OF TOTAL SALE
01	9.6%
02	21.7%
03	23.1%
04	21.7%
05	12.0%
06	1.1%
07	8.1%
08	2.7%

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

5. Operations on the contract issued will terminate on 06/30/2024.

SALE STATISTICS

SALE VOLUMES

VOLUME		VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
393,608	4,982	0.00%	4,982	4,982		

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 I	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	43,474	550	0.00%	550	550
2	71,827	909	9.20%	826	993
3	85,683	1,085	14.62%	926	1,243
4	71,566	906	15.25%	768	1,044
5	47,811	605	20.27%	483	728
6	6,565	83	45.61%	45	121
7	31,758	402	27.11%	293	511
8	12,893	163	23.02%	126	201
249	8,840	112	80.02%	22	201
445	13,201	167	18.12%	137	197
TOTAL:	393,618	4,983		4,175	5,790

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
1	57.2	1	57.2
2	36.1	2	36.1
3	39.3	2	0.1
		3	39.2
4	47.5	4	47.5
5	22.4	5	22.4
6	4.7	6	4.7
7	17.2	7	17.2
8	16.8	8	16.8
249	4.3	2	4.3
445	6.0	4	6.0
TOTAL:	251.5		251.5

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Hardwood	Pulpwood	314	Cords	57.2	\$10,760.80
	Balsam Poplar		114	Cords		
	Black Ash		86	Cords		
	Sugar Maple		114	Cords		
	Quaking Aspen		121	Cords		
	Tamarack		114	Cords		
2	Basswood	Sawtimber	3.6	MBF	40.5	\$24,406.4
	Red Maple		1.7	MBF		
	Balsam Fir	Pulpwood	101	Cords		
	Basswood		8	Cords		
	Mixed Hardwood		184	Cords		
	Paper Birch	Sawtimber	1.1	MBF		
	Sugar Maple		2.8	MBF		
	American Elm	Pulpwood	8	Cords		
	Balsam Poplar	,	79	Cords		
	Black Cherry		13	Cords		
	Paper Birch		2	Cords		
	Red Maple		46	Cords		
	Sugar Maple		28	Cords		
	Mixed Spruce		56	Cords		
	White Spruce		56	Cords		
	Quaking Aspen		605	Cords		
	Tamarack		59	Cords		
3	Balsam Fir	Pulpwood	18	Cords	39.2	\$26,143.2
0	Basswood		37	Cords	00.2	φ20,140.2
	Mixed Hardwood		330	Cords		
	Sugar Maple	Sawtimber	1.0	MBF		
	Balsam Poplar		84	Cords		
	Baisain Popial Black Ash	Fulpwood	13	Cords		
	Black Cherry		24	Cords		
	Paper Birch		8	Cords		
	-		130	Cords		
	Red Maple		69			
	Sugar Maple			Cords		
	Mixed Spruce		48	Cords		
	White Spruce		48	Cords		
	Quaking Aspen		635	Cords		
	Tamarack		14	Cords		
4	Red Maple	Sawtimber	27.8	MBF	53.5	\$24,412.0
	Balsam Fir	Pulpwood	69	Cords		
	Basswood		4	Cords		
	Mixed Hardwood		649	Cords		
	Sugar Maple	Sawtimber	0.9	MBF		
	Yellow Birch		1.2	MBF		
	Balsam Poplar	Pulpwood	6	Cords		
	Black Ash		8	Cords		
	Black Cherry		2	Cords		
	Paper Birch		27	Cords		
	Red Maple		513	Cords		
	Sugar Maple		48	Cords		
	Yellow Birch		41	Cords		
	Mixed Spruce		47	Cords		
	Black Spruce		23	Cords		
	White Spruce		24	Cords		
	Quaking Aspen		229	Cords		
			22	Cords		
	Tamarack		22	Corus		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Balsam Fir	Pulpwood	66	Cords		
	Basswood		52	Cords		
	Mixed Hardwood		231	Cords		
	Balsam Poplar		44	Cords		
	Black Cherry		3	Cords		
	Paper Birch		6	Cords		
	Red Maple		148	Cords		
	Sugar Maple		30	Cords		
	Mixed Spruce		5	Cords		
	White Spruce		5	Cords		
	Quaking Aspen		227	Cords		
6	Basswood	Sawtimber	4.9	MBF	4.7	\$1,226.45
	Basswood	Pulpwood	43	Cords		
	Mixed Hardwood		30	Cords		
	Sugar Maple	Sawtimber	1.2	MBF		
	Sugar Maple	Pulpwood	28	Cords		
7	Balsam Fir	Pulpwood	58	Cords	17.2	\$9,179.70
	Basswood		3	Cords		
	Mixed Hardwood		108	Cords		
	Balsam Poplar		9	Cords		
	Red Maple		52	Cords		
	Sugar Maple		47	Cords		
	Mixed Spruce		37	Cords		
	White Spruce		37	Cords		
	Quaking Aspen		197	Cords		
8	Basswood	Pulpwood	10	Cords	16.8	\$3,073.95
	Mixed Hardwood		151	Cords		
	Ironwood		2	Cords		
	Red Maple		12	Cords		
	Sugar Maple		137	Cords		
	Mixed Spruce		1	Cords		
	White Spruce		1	Cords		
		TOTAL:	50.1	MBF		
		TOTAL:	4,883	Cords		

Sale Name: Chanesaw Junkshun

Sale Number: 12-008-20 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 purple 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 purple paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Purple painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-5 and 7, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut cedar, pine, and hemlock. In addition, within Payment Units 1, 2, 3, 5, and 7, do not cut yellow birch. Also, within Payment Unit 1, do not cut ash less than 8 inches at DBH.

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

Within Payment Unit(s) 6 and 8, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.11 - Description of timber note (2/04) Note that Payment Unit 1 will be scaled and sold at contract prices.

3 - Payments

3.2 - Scaled Sales

3.2.1 - Scale location (2/04) Forest products will be placed for measurement roadside.

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

- 3.4 Damaged Timber
 - 3.4.1 Damaged timber (7/16)

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

Within the sale area, if more than 50% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100.00 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to undesignated live merchantable trees. Within the sale area, if more than 10% 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.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

4.4 - Access

4.4.1 - Private property access (3/11)

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

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.13 - Dispose of slash as directed (12/05)Slash is to be disposed of as directed by the Sale Administrator.

5.2.3 - Operating Restrictions

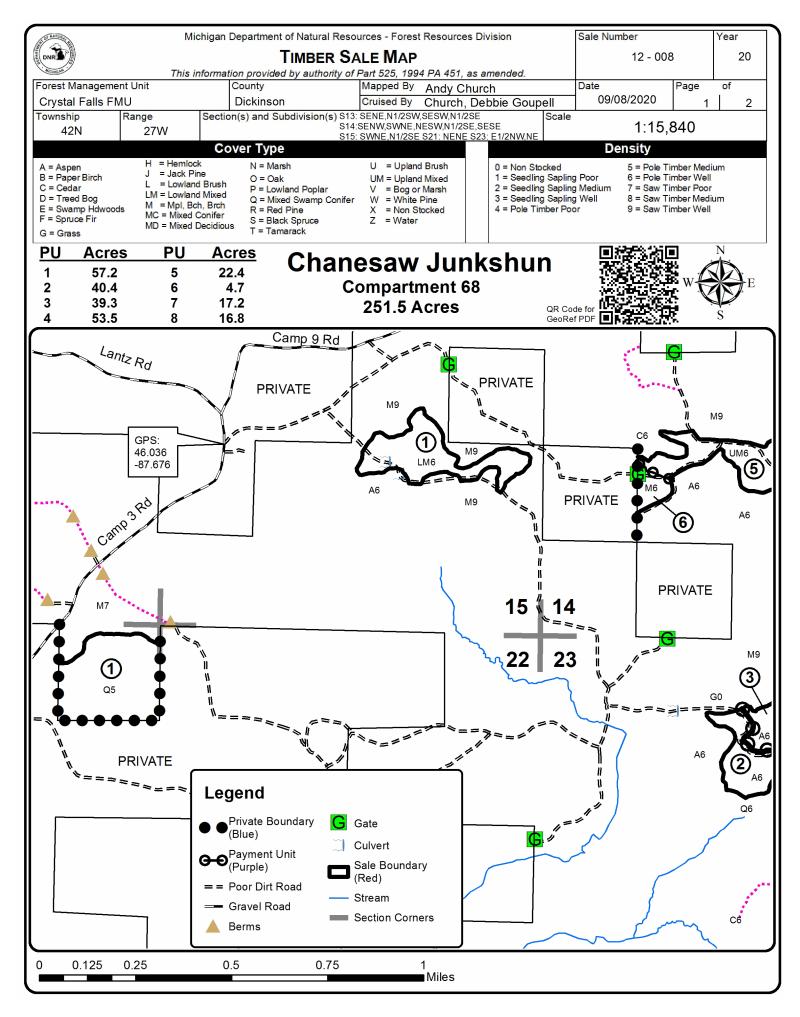
5.2.3.1 - Operating restrictions (9/11)

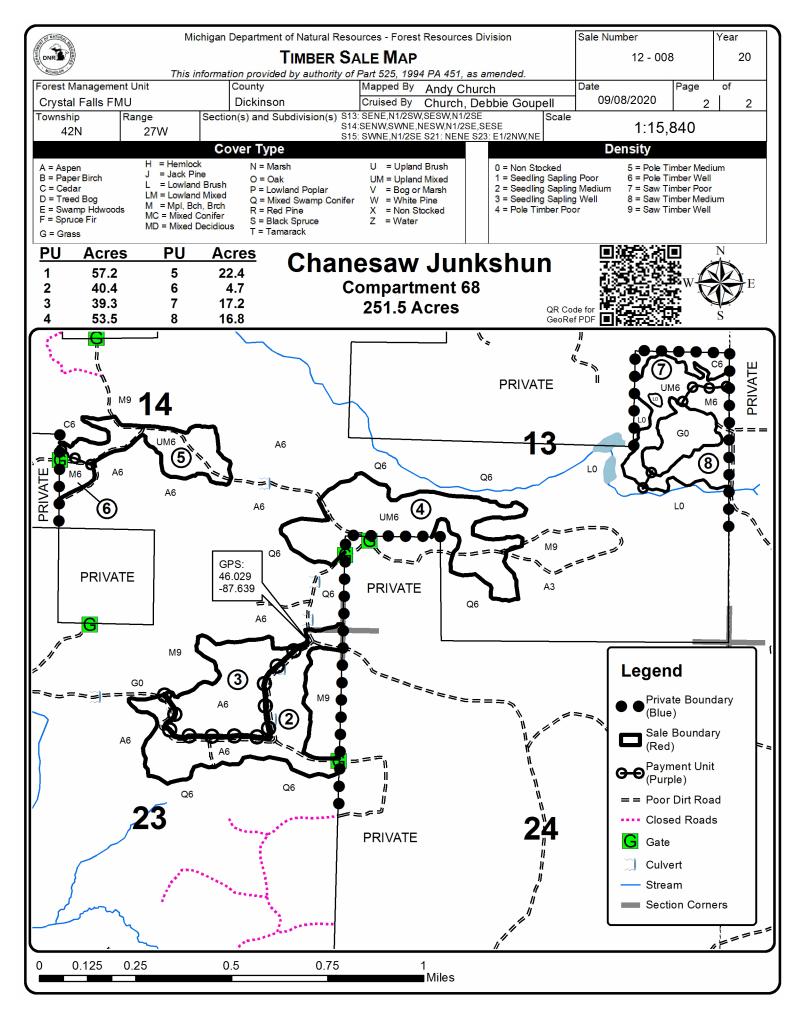
Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to frozen ground conditions. This restriction is due to the wet soils.

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.





TIMBER SALE INFORMATION

<u>Turner Classic Mix (12-060-20)</u> T43N, R29W, SEC. 18; T43N, R30W, SEC. 12; T43N, R30W, SEC. 14. Dickinson County (Advertised Price \$33,485.40)

SALE NOTE: Access may be through private land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the 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*	ADVI	ERTISED PRICE
Sawtimber				
Paper Birch	1.5	MBF	\$	59.00 / MBF
Red Maple	1.5	MBF	\$	110.00 / MBF
Red Pine	47.0	MBF	\$	90.00 / MBF
Pulpwood				
Balsam Fir	111	Cords	\$	15.05 / Cord
Paper Birch	6	Cords	\$	8.55 / Cord
Quaking Aspen	556	Cords	\$	29.00 / Cord
Red Maple	72	Cords	\$	19.90 / Cord
Red Pine	239	Cords	\$	38.75 / Cord
White Spruce	40	Cords	\$	11.55 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 20.23 percent. There are an estimated 1,124 cords on this timber sale, plus or minus 227 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 \$1,674.00 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:

PERCENT OF TOTAL SALE VALUE
46.7%
48.1%
5.2%

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

5. Operations on the contract issued will terminate on 09/30/2023.

SALE STATISTICS

PAYMENT UNIT

SALE VOLUMES

	VOLUME		VOLUME			STATISTICAL RA	ANGE IN CORDS
	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
	88,828	1,124	20.23%	897	1,352		

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
21	32,177	407	19.35%	328	486
40	5,957	75	28.54%	54	97
41	50,694	642	24.18%	487	797
TOTAL:	88,828	1,124		869	1,380

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
21	28.9	1	28.9
40	1.7	3	1.7
41	19.4	2	19.4
TOTAL:	50.0		50.0

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	47.0	MBF	28.9	\$15,637.25
	Quaking Aspen	Pulpwood	74	Cords	20.0	\$10,001.20
	Red Pine	1 dipwood	239	Cords		
2	Paper Birch	Sawtimber	1.5	MBF	19.4	\$16,105.30
-	Red Maple	Carranger	1.5	MBF	10.1	<i>\\\\\\\\\\\\\</i>
	Balsam Fir	Pulpwood	99	Cords		
	Balsam Fir	•	0.9	MBF		
	Balsam Fir		97	Cords		
	Paper Birch	,	5	Cords		
	Quaking Aspen		434	Cords		
	Red Maple		72	Cords		
	White Spruce		26	Cords		
3	Balsam Fir	Pulpwood	12	Cords	1.7	\$1,742.85
	Balsam Fir		12	Cords		
	Paper Birch		1	Cords		
	Quaking Aspen		48	Cords		
	White Spruce		14	Cords		
	TOTAL:		50.0	MBF		-
		TOTAL:	1,024	Cords		

Sale Specific Conditions & Requirements

Sale Name: Turner Classic Mix

Sale Number: 12-060-20 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

Exterior sale boundary lines against state are marked with double red paint dots. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 2 and 3, cut all aspen, spruce, fir, white birch, red maple, and cherry trees which meet minimum piece specifications in 2.2 Utilization (one 100" stick with 4" diameter top, and larger), except do not cut yellow birch, red pine, white pine, or any trees marked with yellow paint.

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

Within Payment Unit(s) 1, red and white pine are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all aspen, spruce, fir, and red maple trees.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

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. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

No damage is acceptable to undesignated live merchantable trees. Rates will be in accordance with General Condition and Requirement 3.4 Damaged 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.

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 18 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

4.1.6 - Road construction (1/09)

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.Stumps shall be set upright, not left on edge, and be moved at

Page 15 of 22

least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. 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.

4.1.8 - Road work (1) (8/07)

The following road work is required: A temporary road will be needed into Payment Unit 2. The road will be flagged out for the Purchaser to follow. All other road specs will be followed. After the Payment Unit is completed, the temporary road will be bermed and brushed in. The road section is shown on the Timber Sale Map.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions or during spring break up.

4.2.2 - Fill material (4/07)

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

4.2.5 - 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.

4.3 - Public Right-of-Way

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

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Payment Unit 3 and Turner Road.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. A copy of the written permission from the private landowner must be given to the sale administrator prior to the beginning of operations.

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

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

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08) No slash or tree tops may exceed 24 inches in height.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

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.

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5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 2 and 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of March 1st to May 15th. This restriction is to avoid resource damage during spring break up and damage to low ground areas. If prolonged wet weather conditions occur throughout the operating season, the sale administrator may suspend operations until favorable weather and ground conditions are present.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, unless changed by written agreement, cutting and skidding are not permitted during the period of March 1st to July 15. This restriction is because of bark slippage and spring break up conditions.

5.2.4 - Dead and Down Creation

5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 2, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the unit.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within any vernal pond areas or drainages. Not all wet areas within the sale area are shown on the Timber Sale Map. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

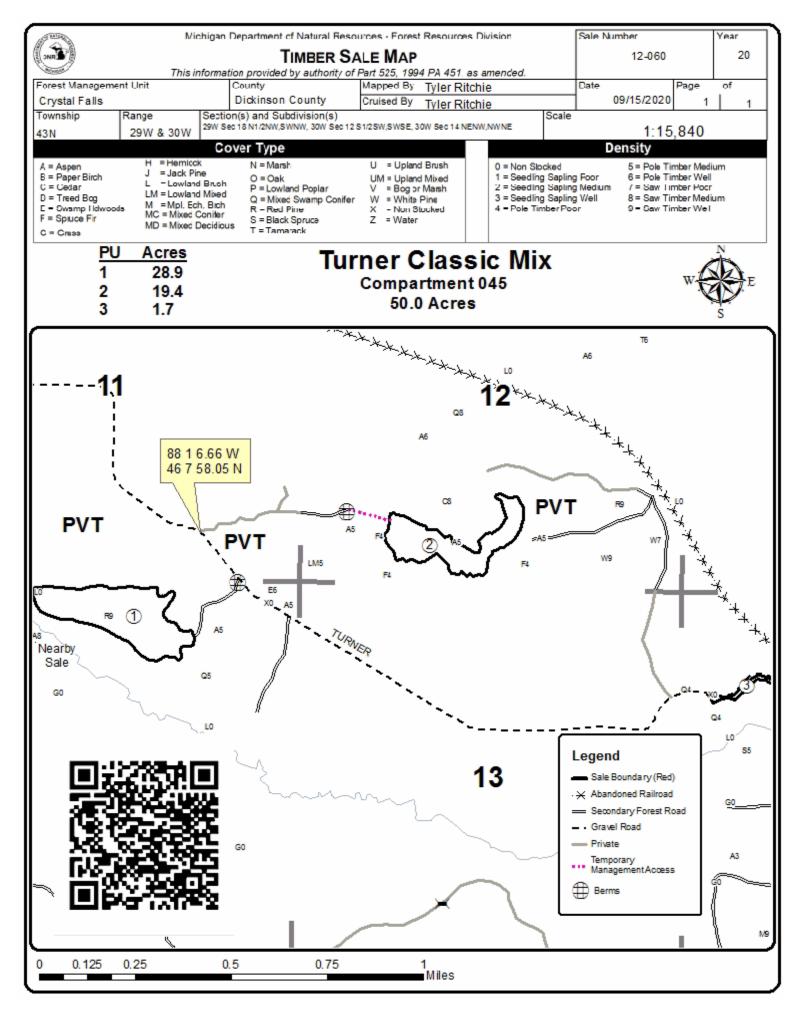
All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

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 Turner Road 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.



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

Chanesaw Junkshun (12-008-20)

T42N, R27W, SEC. 13; T42N, R27W, SEC. 14; T42N, R27W, SEC. 15; T42N,

In response to the notice of sale to be held 8:30 a.m. (local time) on January 27, 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 Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AI</u>	DVERTISED PRICE	BID PRICE/UNIT
Basswood	20.6	MBF	\$	78.00/MBF	\$
Red Maple	29.5	MBF	\$	110.00/MBF	\$
Pulpwood					
Balsam Fir	312	Cords	\$	15.05/Cord	\$
Basswood	157	Cords	\$	5.75/Cord	\$
Mixed Hardwood	1,997	Cords	\$	19.90/Cord	\$
Mixed Spruce	194	Cords	\$	11.55/Cord	\$
Quaking Aspen	2,014	Cords	\$	29.00/Cord	\$
Tamarack	209	Cords	\$	8.80/Cord	\$

*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: Sta	ate: Zip:	

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

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

Phone number :_____ Email (optional):_____

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

NTOF NATURAL ACTION	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)				
add Michigan - 67	TIMBER SAL	E						
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:				
			•	Forest Management Onit.				
		-	- d					
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.						
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE							
sale	 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. 							
	addition, if boxes 2B or 2C are check enty-one (21) days of the contract awa			Certificate of Insurance must be submitted within timber sale contract.				
• All	Information must be typed or printed	except for written s	signatures.					
Please	Check Appropriate Categories:							
-	business is organized as (you must	check <u>one</u> of the	boxes below):					
	Sole Proprietorship (individual)							
	Partnership							
C. L	Corporation							
2. You	u must check <u>one</u> of the boxes below	v:						
A. [I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the				
	 B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty- 							
	one (21) days of the contract award.							
	ou have checked item 2(A) or 2(B), n yourself, including family members			of both full-time and part-time employees, other u must enter "0").				
	Full-time Er	nnlovees		Part-time Employees				
		npioyees						
Name of E	Business		Federal ID (or)	Social Security No.				
Address			Telephone					
Otto		04-4-	()					
City		State	ZIP					
	v certify that the above information is rs affecting my coverage during any o			ify the Michigan DNR of any changes that occur ons.				
Signat	Signature of Owner or Authorized Representative							
Title			Dat	e				
			Dat	-				

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

Turner Classic Mix (12-060-20)

T43N, R29W, SEC. 18; T43N, R30W, SEC. 12; T43N, R30W, SEC. 14; Dickinson

In response to the notice of sale to be held 8:30 a.m. (local time) on January 27, 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 Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Paper Birch	1.5	MBF	\$	59.00/MBF	\$
Red Maple	1.5	MBF	\$	110.00/MBF	\$
Red Pine	47.0	MBF	\$	90.00/MBF	\$
Pulpwood					
Balsam Fir	111	Cords	\$	15.05/Cord	\$
Paper Birch	6	Cords	\$	8.55/Cord	\$
Quaking Aspen	556	Cords	\$	29.00/Cord	\$
Red Maple	72	Cords	\$	19.90/Cord	\$
Red Pine	239	Cords	\$	38.75/Cord	\$
White Spruce	40	Cords	\$	11.55/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 20.23 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 N	NUMBER:	·			
Company or individual bidding:						
Company representative's name:						
Address:						
City:	State: Zip:					

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

Individual or company representative's signature:

Phone number :

Email (optional):

_ Date:____

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

NTOF NATURAL ACTION	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)				
add Michigan - 67	TIMBER SAL	E						
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:				
			•	Forest Management Onit.				
		-	- d					
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.						
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE							
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	addition, if boxes 2B or 2C are check enty-one (21) days of the contract awa			Certificate of Insurance must be submitted within timber sale contract.				
• All	Information must be typed or printed	except for written s	signatures.					
Please	Check Appropriate Categories:							
-	business is organized as (you must	check <u>one</u> of the	boxes below):					
	Sole Proprietorship (individual)							
	Partnership							
C. L	Corporation							
2. You	u must check <u>one</u> of the boxes below	v:						
A. [I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the				
	 B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty- 							
	one (21) days of the contract award.							
	ou have checked item 2(A) or 2(B), n yourself, including family members			of both full-time and part-time employees, other u must enter "0").				
	Full-time Er	nnlovees		Part-time Employees				
		npioyees						
Name of E	Business		Federal ID (or)	Social Security No.				
Address			Telephone					
Otto		04-4-	()					
City		State	ZIP					
	v certify that the above information is rs affecting my coverage during any o			ify the Michigan DNR of any changes that occur ons.				
Signat	Signature of Owner or Authorized Representative							
Title			Dat	e				
			Dat	-				

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

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