

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6807

<u>SCHEDULED SALE DATE AND TIME:</u> 3:00 p.m. (local time) on May 6, 2021. <u>LOCATION:</u> NEWBERRY MGMT UNIT, 5666 S STATE HWY M 123, NEWBERRY, MI 49868.

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

C62 North (42-020-20) / T49N, R06W, SEC. 5 , NW. T49N, R06W, SEC. 6 , E1/2NE. T49N, R06W, SEC. 7 , SENW,S1/2NE,N1/2SE. T49N, R06W, SEC. 8 , S1/2NW,NWSW. T50N, R06W, SEC. 32, SWSW. Chippewa County, Advertised Price \$62,513.00, 127.3 Acres, Jack Pine, White Pine.

SALE NOTE: Hauling on the Widewaters Road is restricted by the Chippewa County Road Commission. The restriction can be waived, but it must be approved by the Road Commission.

It is recommended, but not required, that hauling occur during late summer or fall because of the sandy nature of the access roads leading to the Sale Area.

The Widewaters Road is also a snowmobile trail in the winter months and is shown on the Timber Sale Map. See Sale Spec 5.2.41 for additional information.

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.

C62 South (42-023-20) / T49N, R06W, SEC. 18, NW.

T49N, R06W, SEC. 7 , S1/2SW.

Chippewa County, Advertised Price \$117,936.60, 68.8 Acres, Red Pine, Jack Pine.

SALE NOTE: No new roads will be permitted in any Payment Unit. All operations are limited to existing roads due to topography throughout the sale. Long skids will be necessary. Truck turnarounds and back in spurs will be allowed.

Hauling on the Widewaters Road is restricted by the Chippewa County Road Commission. The restriction can be waived but it must be approved by the Road Commission.

A snowmobile trail is shown on the Timber Sale Map. See Sale Spec 5.2.41 for additional information.

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, NEWBERRY OFFICE, 5666 S STATE HWY M 123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on May 6, 2021. For further information concerning this sale, contact Keith Magnusson at 906-293-3293 extension 4740.

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

C62 North (42-020-20)

T49N, R06W, SEC. 5; T49N, R06W, SEC. 6; T49N, R06W, SEC. 7; T49N, R06W, SEC. 8; T50N, R06W, SEC. 32. Chippewa County (Advertised Price \$62,513.00)

SALE NOTE: Hauling on the Widewaters Road is restricted by the Chippewa County Road Commission. The restriction can be waived, but it must be approved by the Road Commission.

It is recommended, but not required, that hauling occur during late summer or fall because of the sandy nature of the access roads leading to the Sale Area.

The Widewaters Road is also a snowmobile trail in the winter months and is shown on the Timber Sale Map. See Sale Spec 5.2.41 for additional information.

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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	<u>ED UNITS*</u>	ADV	ERTISED PRICE
Sawtimber				
Paper Birch	1.6	MBF	\$	23.00 / MBF
Pulpwood				
Balsam Fir	15	Cords	\$	8.50 / Cord
Jack Pine	1,295	Cords	\$	24.50 / Cord
Mixed Aspen	163	Cords	\$	12.85 / Cord
Mixed Spruce	53	Cords	\$	17.15 / Cord
Paper Birch	108	Cords	\$	10.60 / Cord
Red Maple	125	Cords	\$	10.90 / Cord
Red Pine	332	Cords	\$	49.70 / Cord
White Pine	574	Cords	\$	15.00 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 11.45 percent. There are an estimated 2,672 cords on this timber sale, plus or minus 306 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$3,126.00 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	13.1%
02	22.0%
03	20.9%
04	7.5%
05	7.0%
06	8.7%
07	11.6%
08	9.2%

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

5. Operations on the contract issued will terminate on 12/31/2024.

SALE STATISTICS

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
211,109	2,672	11.45%	2,366	2,978

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
8	82,358	1,043	16.05%	875	1,210
10	28,369	359	46.00%	194	524
46	49,233	623	17.90%	512	735
48	42,463	538	21.05%	424	651
49	8,666	110	16.37%	92	128
TOTAL:	211,088	2,672		2,097	3,247

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
8	53.3	2	27.3
		3	26.0
10	12.1	1	12.1
46	26.8	7	14.9
		8	11.9
48	28.8	4	13.3
		6	15.5
49	6.3	5	6.3
TOTAL:	127.3		127.3

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	93	Cords	12.1	\$8,180.70
	Mixed Aspen		6	Cords		
	Quaking Aspen		6	Cords		
	Paper Birch		12	Cords		
	Red Pine		57	Cords		
	White Pine		191	Cords		
2	Jack Pine	Pulpwood	223	Cords	27.3	\$13,761.75
2			31		21.5	φ13,701.73
	Mixed Aspen			Cords		
	B. T. Aspen		27	Cords		
	Quaking Aspen		4	Cords		
	Mixed Spruce		4	Cords		
	Black Spruce		4	Cords		
	Paper Birch		8	Cords		
	Red Maple		4	Cords		
	Red Pine		107	Cords		
	White Pine		159	Cords		
3	Jack Pine	Pulpwood	212	Cords	26.0	\$13,074.60
	Mixed Aspen		28	Cords		. ,
	B. T. Aspen		25	Cords		
	Quaking Aspen		3	Cords		
	Mixed Spruce		4	Cords		
	Black Spruce		4	Cords		
	Paper Birch		7	Cords		
	Red Maple		4	Cords		
	Red Pine		102	Cords		
	White Pine		151	Cords		
4	Paper Birch	Sawtimber	0.7	MBF	13.3	\$4,681.75
	Balsam Fir	Pulpwood	2	Cords		
	Jack Pine		134	Cords		
	Mixed Aspen		20	Cords		
	B. T. Aspen		20	Cords		
	Mixed Spruce		9	Cords		
	Black Spruce		9	Cords		
	Paper Birch		17	Cords		
	Red Maple		49	Cords		
	White Pine		16	Cords		
5	Jack Pine	Pulpwood	44	Cords	6.3	\$4,358.20
0	Red Pine		66	Cords	0.0	ψ+,000.20
6	Paper Birch	Sawtimber	0.9	MBF	15.5	\$5,463.35
0					10.0	
	Balsam Fir	Pulpwood	3	Cords		
	Jack Pine		157	Cords		
	Mixed Aspen		23	Cords		
	B. T. Aspen		23	Cords		
	Mixed Spruce		10	Cords		
	Black Spruce		10	Cords		
	Paper Birch		19	Cords		
	Red Maple		58	Cords		
	White Pine		18	Cords		
7	Balsam Fir	Pulpwood	6	Cords	14.9	\$7,229.85
	Jack Pine		240	Cords		
	Mixed Aspen		31	Cords		
	B. T. Aspen		31	Cords		
	Mixed Spruce		14	Cords		
	Black Spruce		7	Cords		
	White Spruce		7	Cords		
			/	Corus		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
7 con't	Paper Birch	Pulpwood	25	Cords		
	Red Maple		6	Cords		
	White Pine		22	Cords		
8	Balsam Fir	Pulpwood	4	Cords	11.9	\$5,762.80
	Jack Pine		192	Cords		
	Mixed Aspen		24	Cords		
	B. T. Aspen		24	Cords		
	Mixed Spruce		12	Cords		
	Black Spruce		6	Cords		
	White Spruce		6	Cords		
	Paper Birch		20	Cords		
	Red Maple		4	Cords		
	White Pine		17	Cords		
		TOTAL:	1.6	MBF		
		TOTAL:	2,665	Cords		

Sale Specific Conditions & Requirements

Sale Name: C62 North

Sale Number: 42-020-20 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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1, 4 & 6 - 8, cut all trees that are two (2) inches or more at DBH, except those with a green ring around them. In addition, do not cut any hemlock that may be present. Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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

Within Payment Unit(s) 2 & 3, cut all jack pine, birch & aspen that are two (2) inches or more at DBH except trees marked with green paint above and below stump height.

2.1.11 - Description of timber note (2/04)

Note that many of the red and white pine in the Sale Area are of sawlog size, they were cruised as pulpwood.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Units 1 - 4 & 6 - 8 shall not exceed 6 inches for all trees. This is to facilitate planting operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling on the Widewaters Road is restricted by the Chippewa County Road Commission. The restriction can be waived but it must be approved by the Road Commission.

4.2.4 - Grading (10/16)

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

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)No slash may exceed 36 inches in height.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit(s) 1 - 4 & 6 - 8 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.

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.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1 - 8, that hauling occur during late summer or into the fall. The reason for the recommendation is because of the sandy nature of the access roads leading to the Sale Area. Fall weather tends to offer better conditions for trucking to occur.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.2.41 - Snowmobile trail protection (9/11)

The Widewaters Road is also a snowmobile trail in the winter months and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

6 - Safety and Fire Prevention

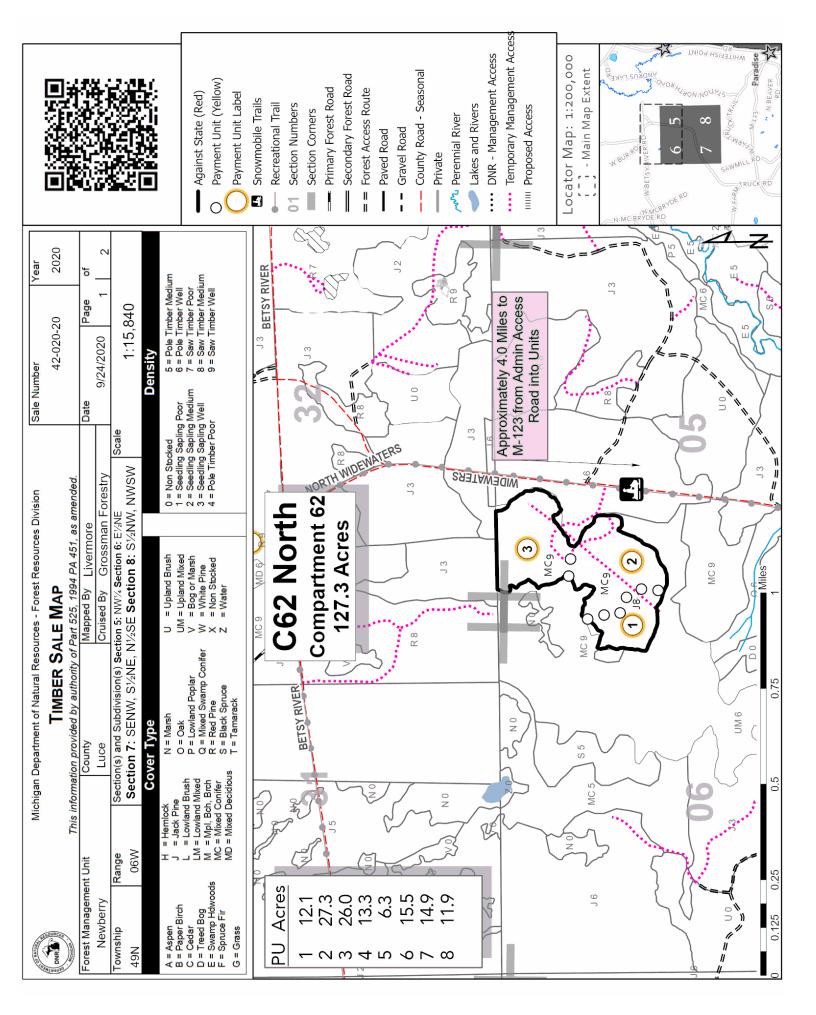
6.2 - Signing

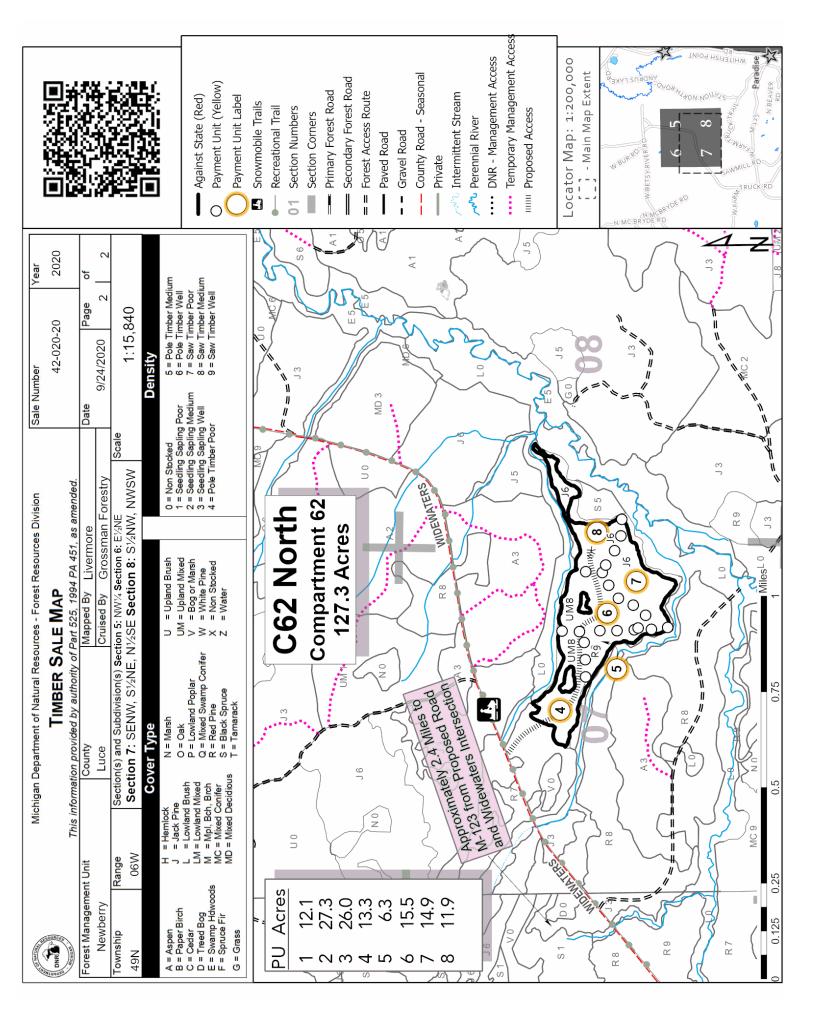
6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on N. Widewaters 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.

6.2.2 - Snowmobile trail posting (8/09)

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





TIMBER SALE INFORMATION

C62 South (42-023-20)

T49N, R06W, SEC. 18; T49N, R06W, SEC. 7. Chippewa County (Advertised Price \$117,936.60)

SALE NOTE: No new roads will be permitted in any Payment Unit. All operations are limited to existing roads due to topography throughout the sale. Long skids will be necessary. Truck turnarounds and back in spurs will be allowed.

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A snowmobile trail is shown on the Timber Sale Map. See Sale Spec 5.2.41 for additional information.

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	ESTIMATED UNITS*		ADVERTISED PRIC	
Pulpwood				
Black Spruce	75	Cords	\$	17.15 / Cord
Jack Pine	1,041	Cords	\$	24.50 / Cord
Mixed Aspen	55	Cords	\$	12.85 / Cord
Mixed Hardwood	60	Cords	\$	10.90 / Cord
Red Pine	1,633	Cords	\$	49.70 / Cord
White Pine	575	Cords	\$	15.00 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 9.32 percent. There are an estimated 3,439 cords on this timber sale, plus or minus 320 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 \$5,897.00 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 37.4%

01	37.4%
02	24.0%
03	38.6%

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

5. Operations on the contract issued will terminate on 12/31/2024.

SALE STATISTICS

SALE VOLUMES

VOLUME		VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
271,656	3,439	9.32%	3,118	3,759		

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
62	271,649	3,439	9.32%	3,118	3,759
TOTAL:	271,649	3,439		3,118	3,759

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
62	68.8	1	25.7
		2	16.5
		3	26.6
TOTAL:	68.8		68.8

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Spruce	Pulpwood	28	Cords	25.7	\$44,060.40
	Jack Pine		389	Cords		
	Mixed Aspen		20	Cords		
	B. T. Aspen		16	Cords		
	Quaking Aspen		4	Cords		
	Mixed Hardwood		23	Cords		
	Paper Birch		13	Cords		
	Red Maple		10	Cords		
	Red Pine		610	Cords		
	White Pine		215	Cords		
2	Black Spruce	Pulpwood	18	Cords	16.5	\$28,305.75
	Jack Pine		250	Cords		
	Mixed Aspen		13	Cords		
	B. T. Aspen		10	Cords		
	Quaking Aspen		3	Cords		
	Mixed Hardwood		14	Cords		
	Paper Birch		8	Cords		
	Red Maple		6	Cords		
	Red Pine		392	Cords		
	White Pine		138	Cords		
3	Black Spruce	Pulpwood	29	Cords	26.6	\$45,570.45
	Jack Pine		402	Cords		
	Mixed Aspen		22	Cords		
	B. T. Aspen		17	Cords		
	Quaking Aspen		5	Cords		
	Mixed Hardwood		23	Cords		
	Paper Birch		13	Cords		
	Red Maple		10	Cords		
	Red Pine		631	Cords		
	White Pine		222	Cords		
TOTAL: 3,439 Cords						

Sale Specific Conditions & Requirements

Sale Name: C62 South

Sale Number: 42-023-20 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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1, 2 & 3, cut all trees that are two (2) inches or more at DBH except oak. Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.11 - Description of timber note (2/04)

Note that many of the red and white pine in the sale area are of sawlog size, the were cruised as pulpwood.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is to facilitate planting operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

3.4 - Damaged Timber

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a red boundary line. The Purchaser shall not cut live or dead trees within special protection areas.

4 - Transportation

4.1 - Construction

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads due to topography throughout the sale. Long skids will be necessary. Truck turnarounds and back in spurs will be allowed.

- 4.2 Maintenance
 - 4.2.1 Hauling restriction (12/08)

Hauling on the Widewaters Road is restricted by the Chippewa County Road Commission. The restriction can be waived, but it must be approved by the Road Commission.

4.2.4 - Grading (10/16)

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

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, 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.

5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary. Slash cannot be piled or placed near residual trees.

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.

5.2.41 - Snowmobile trail protection (9/11)

A snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail.

5.4 - 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 the vernal pond areas or drainages. 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. 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

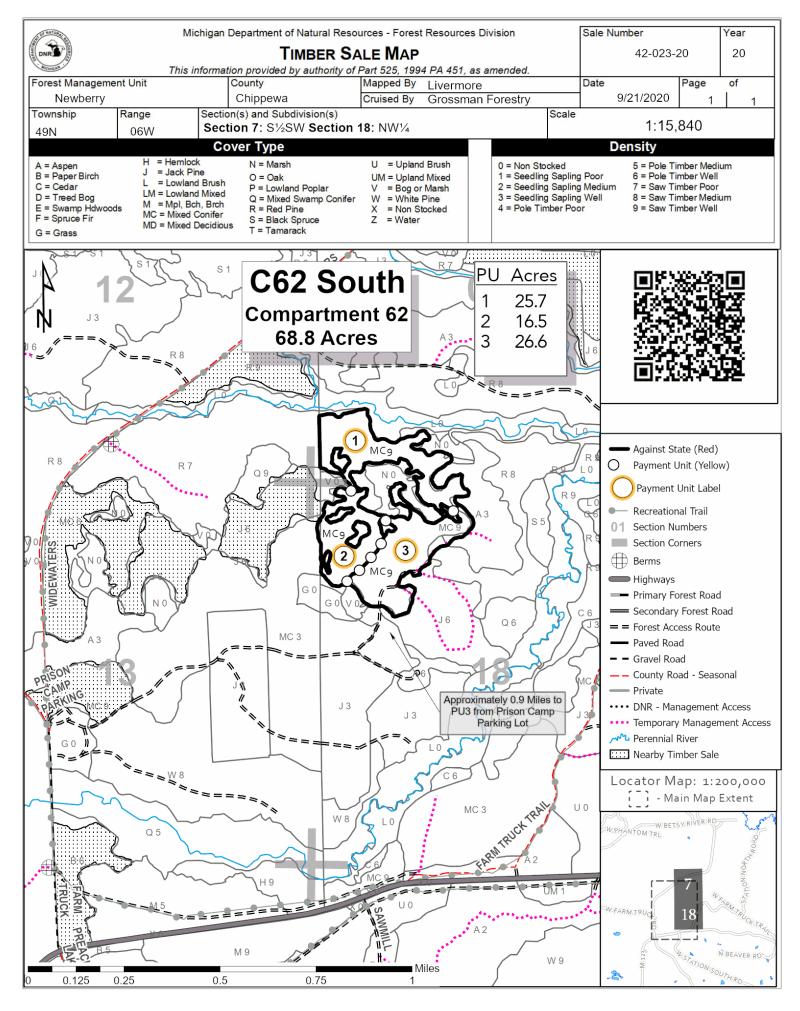
6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on N Widewaters 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.

6.2.2 - Snowmobile trail posting (8/09)

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



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

C62 North (42-020-20)

T49N, R06W, SEC. 5; T49N, R06W, SEC. 6; T49N, R06W, SEC. 7; T49N, R06W,

In response to the notice of sale to be held 3:00 p.m. (local time) on May 6, 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>A[</u>	OVERTISED PRICE	BID PRICE/UNIT
Paper Birch	1.6	MBF	\$	23.00/MBF	\$
Pulpwood					
Balsam Fir	15	Cords	\$	8.50/Cord	\$
Jack Pine	1,295	Cords	\$	24.50/Cord	\$
Mixed Aspen	163	Cords	\$	12.85/Cord	\$
Mixed Spruce	53	Cords	\$	17.15/Cord	\$
Paper Birch	108	Cords	\$	10.60/Cord	\$
Red Maple	125	Cords	\$	10.90/Cord	\$
Red Pine	332	Cords	\$	49.70/Cord	\$
White Pine	574	Cords	\$	15.00/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 11.45 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							
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

_____ Date:_____

C62 South (42-023-20)

T49N, R06W, SEC. 18; T49N, R06W, SEC. 7; Chippewa COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on May 6, 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 Pulpwood	ESTIMATED	VOLUME*	<u>ADV</u>	ERTISED PRICE	BID PRICE/UNIT
Black Spruce	75	Cords	\$	17.15/Cord	\$
Jack Pine	1,041	Cords	\$	24.50/Cord	\$
Mixed Aspen	55	Cords	\$	12.85/Cord	\$
Mixed Hardwood	60	Cords	\$	10.90/Cord	\$
Red Pine	1,633	Cords	\$	49.70/Cord	\$
White Pine	575	Cords	\$	15.00/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 9.32 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECU	IRITY 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):_____

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

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