

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6908

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on July 29, 2021. LOCATION: 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:

C3 Mix (42-019-20) / T48N, R12W, SEC. 6 , SWNW,N1/2SW,SWSW,N1/2SE,SWSE. Luce County, Advertised Price \$37,089.75, 108.2 Acres, N White Cedar, Hardwood.

SALE NOTE: Permission for access across private land is the responsibility of the Purchaser. See Sale Spec 4.4.1 for additional information.

It is recommended, that harvesting occur during dry summer or frozen winter conditions because of the low ground nature of some of the Payment Units. See Sale Spec 5.2.22.1 for recommendations.

There is a snowmobile trail that will need to be used to access the Sale Area. See Sale Spec 5.2.41 for restrictions.

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

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 July 29, 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

C3 Mix (42-019-20) T48N, R12W, SEC. 6.

Luce County (Advertised Price \$37,089.75)

SALE NOTE: Permission for access across private land is the responsibility of the Purchaser. See Sale Spec 4.4.1 for additional information.

It is recommended, that harvesting occur during dry summer or frozen winter conditions because of the low ground nature of some of the Payment Units. See Sale Spec 5.2.22.1 for recommendations.

There is a snowmobile trail that will need to be used to access the Sale Area. See Sale Spec 5.2.41 for restrictions.

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

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	<u>ADVI</u>	ERTISED PRICE
Sawtimber				
Paper Birch	9.8	MBF	\$	27.00 / MBF
Red Maple	43.3	MBF	\$	68.00 / MBF
Yellow Birch	3.6	MBF	\$	35.00 / MBF
Pulpwood				
Balsam Fir	184	Cords	\$	9.35 / Cord
Mixed Aspen	58	Cords	\$	17.30 / Cord
Mixed Hardwood	751	Cords	\$	10.90 / Cord
Mixed Spruce	408	Cords	\$	18.30 / Cord
N. White Cedar	1,287	Cords	\$	4.80 / Cord
Tamarack	38	Cords	\$	4.80 / Cord
White Pine	569	Cords	\$	15.85 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 13.04 percent. There are an estimated 3,471 cords on this timber sale, plus or minus 453 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 \$1,854.00 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	17.4%
02	17.1%
03	16.7%
04	8.8%
05	5.0%
06	10.2%
07	11.6%
08	6.5%
09	6.7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2025.

SALE STATISTICS

SALE VOLUMES

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
274,194	3,471	13.04%	3,018	3,923

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
64	181,668	2,300	22.47%	1,783	2,816
65	35,748	453	27.19%	329	576
66	16,416	208	60.42%	82	333
67	26,228	332	18.17%	272	392
70	178,287	2,257	21.12%	1,780	2,733
71	14,615	185	67.08%	61	309
72	14,339	182	10.38%	163	200
TOTAL:	467,301	5,915		4,470	7,360

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
64	42.0	1	21.2
		2	20.8
65	13.2	3	13.2
66	5.1	4	5.1
67	11.3	3	0.3
		5	11.0
70	26.5	6	12.5
		7	14.0
71	4.9	8	4.9
72	5.2	9	5.2
TOTAL:	108.2		108.2

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Paper Birch	Sawtimber	0.7	MBF	21.2	\$6,463.75
	Red Maple		1.4	MBF		
	Balsam Fir	Pulpwood	67	Cords		
	Mixed Aspen		5	Cords		
	Quaking Aspen		5	Cords		
	Mixed Hardwood		65	Cords		
	Paper Birch		23	Cords		
	Red Maple		42	Cords		
	Mixed Spruce		138	Cords		
	Black Spruce		94	Cords		
	White Spruce		44	Cords		
	N. White Cedar		200	Cords		
	Tamarack		10	Cords		
	White Pine		88	Cords		
2	Paper Birch	Sawtimber	0.6	MBF	20.8	\$6,339.10
	Red Maple		1.3	MBF		
	Balsam Fir	Pulpwood	66	Cords		
	Mixed Aspen		5	Cords		
	Quaking Aspen		5	Cords		
	Mixed Hardwood		65	Cords		
	Paper Birch		23	Cords		
	Red Maple		42	Cords		
	Mixed Spruce		135	Cords		
	Black Spruce		92	Cords		
	White Spruce		43	Cords		
	N. White Cedar		196	Cords		
	Tamarack		10	Cords		
	White Pine		86	Cords		
3	Red Maple	Sawtimber	10.8	MBF	13.5	\$6,201.35
	Yellow Birch		2.6	MBF		\$5,2555
	Mixed Aspen	Pulpwood	11	Cords		
	B. T. Aspen		11	Cords		
	Mixed Hardwood		129	Cords		
	Red Maple		111	Cords		
	Yellow Birch		18	Cords		
	Mixed Spruce		1	Cords		
	Black Spruce		1	Cords		
	N. White Cedar		1	Cords		
	White Pine		237	Cords		
4	Red Maple	Sawtimber	14.7	MBF	5.1	\$3,258.50
7	Balsam Fir	Pulpwood	9	Cords	0.1	ψ0,200.00
	Mixed Hardwood	l dipwood	105	Cords		
	Red Maple		105	Cords		
	White Pine		65	Cords		
5	Mixed Hardwood	Pulpwood	10	Cords	11.0	\$1,871.70
3	Paper Birch	Fulpwood	7	Cords	11.0	φ1,071.70
	Red Maple		3	Cords		
	•					
	Mixed Spruce		23 23	Cords Cords		
	Black Spruce					
	N. White Cedar		37	Cords		
	Tamarack		18	Cords		
	White Pine	0	68	Cords	40.5	#0 7 00 : 0
6	Paper Birch	Sawtimber	1.6	MBF	12.5	\$3,789.10
	Red Maple		1.1	MBF		
	Balsam Fir	Pulpwood	11	Cords		
	Mixed Aspen	İ	3	Cords	I	

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	Balsam Poplar	Pulpwood	3	Cords		
	Mixed Hardwood		79	Cords		
	Black Ash		2	Cords		
	Paper Birch		34	Cords		
	Red Maple		39	Cords		
	Yellow Birch		4	Cords		
	Mixed Spruce		37	Cords		
	Black Spruce		27	Cords		
	White Spruce		10	Cords		
	N. White Cedar		389	Cords		
	White Pine		7	Cords		
7	Paper Birch	Sawtimber	1.7	MBF	14.0	\$4,285.90
	Red Maple		1.3	MBF		. ,
	Balsam Fir	Pulpwood	12	Cords		
	Mixed Aspen	'	3	Cords		
	Balsam Poplar		3	Cords		
	Mixed Hardwood		90	Cords		
	Black Ash		3	Cords		
	Paper Birch		39	Cords		
	Red Maple		43	Cords		
	Yellow Birch		5	Cords		
	Mixed Spruce		43	Cords		
	Black Spruce		31	Cords		
	White Spruce		12	Cords		
	N. White Cedar		436	Cords		
	White Pine		8	Cords		
8	Paper Birch	Sawtimber	4.2	MBF	4.9	\$2,405.4
U	Red Maple	Cawamber	3.5	MBF	7.5	Ψ2,400.4
	Balsam Fir	Pulpwood	11	Cords		
	Mixed Aspen	l dipwood	31	Cords		
	Balsam Poplar		7	Cords		
	Quaking Aspen		24	Cords		
	Mixed Hardwood		66	Cords		
	Paper Birch		15	Cords		
	Red Maple		51	Cords		
	Mixed Spruce		22	Cords		
	Black Spruce		13	Cords		
	White Spruce		9	Cords		
	N. White Cedar		28	Cords		
	White Pine		10	Cords		
9	Paper Birch	Sawtimber	1.0	MBF	5.2	\$2,474.9
9	l '	Sawumber	9.2	MBF	5.2	φ2,474.9
	Red Maple Yellow Birch			MBF		
	Balsam Fir	Buloweed	1.0			
	Mixed Hardwood	Pulpwood	8 142	Cords Cords		
			142	Cords		
	Paper Birch		120			
	Red Maple			Cords		
	Yellow Birch		5	Cords		
	Mixed Spruce		9	Cords		
	White Spruce		9	Cords		<u> </u>
		TOTAL:	56.7	MBF		
		TOTAL:	3,295	Cords		

Sale Specific Conditions & Requirements

Sale Name: C3 Mix Sale Number: 42-019-20 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 yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. 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, 4, & 6 - 9, cut all trees that are two (2) inches or more at DBH, with the following exceptions:

- Do not cut any hemlock in any Payment Unit
- Within Payment Units 1 & 2, leave a minimum of two 18" or greater at DBH white pine per acre if they exist
- Within Payment Unit 4, do not cut any yellow birch or cherry if they exist

Payment Units 6-9 are optional to harvest due to potential access issues. Removing any or all of these Payment Units is a contract modification which requires a Timber Sale Contract Amendment.

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

Within Payment Unit(s) 3 & 5, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except trees marked with green paint above and below stump height. Do not cut any hemlock in these Payment Units.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.4 - 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.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. When crossing Hancock Timber Resource Group property, a permit from them is required. Allow 30 - 60 days for permit processing.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash may exceed 36 inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.16 - Equipment recommended (11/18)

Tracked equipment may be necessary to harvest Payment Units 1, 2, 6 & 7 due to the low ground nature of the soils.

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 - 9, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of the low ground nature of some of the Payment Units. In addition, all access routes leading into the Sale Area will involve snowmobile trails and significant plowing. Cutting most of the sale in the summer months would be recommended. However, the low ground Payment Units may have to be cut in the winter if soil conditions remain soft in the summer months.

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)

There is a snowmobile trail that will need to be used to access the Sale Area. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Any road maintenance or restoration must be done prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

6 - Safety and Fire Prevention

6.2 - Signing

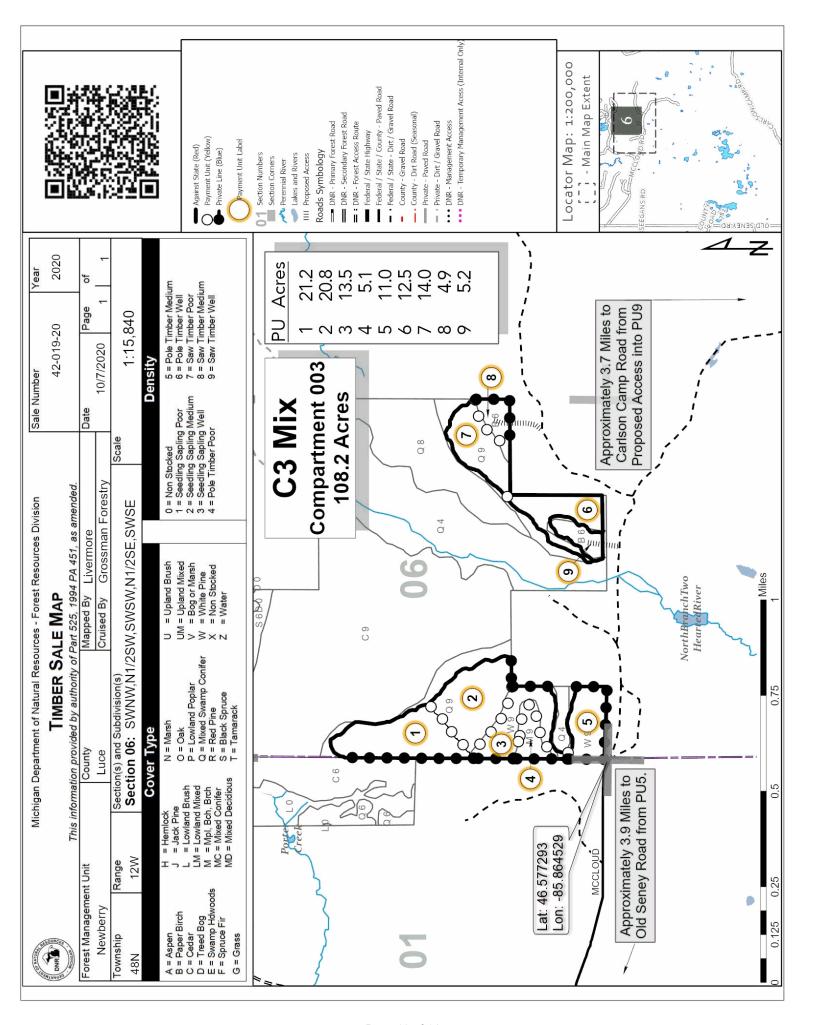
6.2.1 - Road posting (10/20)

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

6.2.2 - Snowmobile trail posting (10/20)

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

Section Name: Sale Specific Current as of 6/15/2021 10:31:18AM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

<u>C3 Mix (42-019-20)</u> T48N, R12W, SEC. 6; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 29, 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	<u>ESTIMATED '</u>	<u>VOLUME*</u>	<u>AD'</u>	<u>VERTISED PRICE</u>	BID PRICE/UNIT
Sawtimber					
Paper Birch	9.8	MBF	\$	27.00/MBF	\$
Red Maple	43.3	MBF	\$	68.00/MBF	\$
Yellow Birch	3.6	MBF	\$	35.00/MBF	\$
Pulpwood					
Balsam Fir	184	Cords	\$	9.35/Cord	\$
Mixed Aspen	58	Cords	\$	17.30/Cord	\$
Mixed Hardwood	751	Cords	\$	10.90/Cord	\$
Mixed Spruce	408	Cords	\$	18.30/Cord	\$
N. White Cedar	1,287	Cords	\$	4.80/Cord	\$
Tamarack	38	Cords	\$	4.80/Cord	\$
White Pine	569	Cords	\$	15.85/Cord	\$

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

	FEDERAL ID:	or SOCIAL	SECURITY NUMBER	R:		
	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	ndividual or company representative's signature: Date:					
Phone nu	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

^{*}The volumes are statistically estimated within plus (+) or minus (-) 13.04 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.



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE **VERIFICATION OF WORKER'S DISABILITY** COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed except for written signatures.						
Ple	lease Check Appropriate Categories:						
1.	My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation						
2.	. You must check <u>one</u> of the boxes below:						
	A. I certify my business is a sole proprietorship and it has a Worker's Compensation Laws.	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 approx Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract 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 Polone (21) days of the contract award.	licy. I will provide an original Certificate of Insurance within twenty-					
3.	. If you have checked item 2(A) or 2(B), you must indic than yourself, including family members and active part	cate the number of both full-time and part-time employees, other tners (if none, you must enter "0").					
	Full-time Employees	Part-time Employees					
Nam	ame of Business	Federal ID (or) Social Security No.					
Add	Idress	Telephone ()					
City	ty State	ZIP					
in fa _	factors affecting my coverage during any of my present ar	tt. I agree to notify the Michigan DNR of any changes that occur nd future operations.					
S	Signature of Owner or Authorized Representative						
T	Title	Date					

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

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