

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7585

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on May 8, 2025. LOCATION: BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

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

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

Happy Days (11-015-25) / T52N, R36W, SEC. 20, NW,N1/2SW,SWSW.
Houghton County, Advertised Price \$32,260.45, 80.9 Acres, Hardwood, Aspen.

SALE NOTE: Access must be through state land. Landowner west of sale has previously denied access

through property.

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.

3 Licks Mix (11-020-25) / T51N, R37W, SEC. 35, NESW,NWSE.
Ontonagon County, Advertised Price \$9,638.35, 30.1 Acres, Hardwood, Aspen.

Fence Lake Mix (12-052-25) / T45N, R31W, SEC. 36, NW,W1/2NE. Iron County, Advertised Price \$15,254.00, 52.7 Acres, Aspen, Hardwood.

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

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

Bids must be received by the Unit Manager, BARAGA OFFICE, 427 US 41 North, Baraga, MI 49908, no later than 9:00 a.m. (local time) on May 8, 2025. For further information concerning this sale, contact Brad Carlson at 906-353-6651.

#### 2. Bidder's Qualifications (10/22)

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

#### 3. Preparation of Sealed Bids (5/16)

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

#### 4. Submission of Sealed Bids (5/16)

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

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

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

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

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

#### 6. Award of Contract (1/11)

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

#### 7. Down Payment (1/11)

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

#### 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months

beyond the contract expiration.

#### 9. Worker's Compensation (10/22)

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

#### 10. Timber Sale Contract (10/22)

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

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

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

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

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

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

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

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

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

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax

Delinquent Status for Corporate Applicants (AD-3031).

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

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

Scott Bowen Director

#### TIMBER SALE INFORMATION

<u>Happy Days (11-015-25)</u> T52N, R36W, SEC. 20.

Houghton County (Advertised Price \$32,260.45)

SALE NOTE: Access must be through state land. Landowner west of sale has previously denied access through property.

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	24.6	MBF	\$	84.00 / MBF
Red Maple	30.6	MBF	\$	143.00 / MBF
Sugar Maple	19.9	MBF	\$	268.00 / MBF
White Ash	1.5	MBF	\$	69.00 / MBF
Yellow Birch	7.6	MBF	\$	126.00 / MBF
Pulpwood				
Balsam Fir	44	Cords	\$	4.75 / Cord
Basswood	83	Cords	\$	6.60 / Cord
Mixed Aspen	273	Cords	\$	18.95 / Cord
Mixed Hardwood	954	Cords	\$	13.80 / Cord
Mixed Spruce	31	Cords	\$	10.60 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 16.88 percent. There are an estimated 1,588 cords on this timber sale, plus or minus 268 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 \$3,000.00 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

57.2%

02

42.8%

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

#### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
125,479	1,588	16.88%	1,320	1,857

#### **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
4	62,173	787	23.37%	603	971
11	63,306	801	24.68%	604	999
TOTAL:	125,479	1,588		1,207	1,970

#### **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
4	37.4	1	37.4
11	43.5	2	43.5
TOTAL:	80.9		80.9

#### **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	21.2	MBF	37.4	\$18,447.15
	Red Maple		25.1	MBF		
	Sugar Maple		17.3	MBF		
	Yellow Birch		2.2	MBF		
	Balsam Fir	Pulpwood	15	Cords		
	Basswood		51	Cords		
	Mixed Hardwood		562	Cords		
	Red Maple		196	Cords		
	Sugar Maple		267	Cords		
	Yellow Birch		99	Cords		
2	Basswood	Sawtimber	3.4	MBF	43.5	\$13,813.30
	Red Maple		5.5	MBF		
	Sugar Maple		2.6	MBF		
	White Ash		1.5	MBF		
	Yellow Birch		5.4	MBF		
	Balsam Fir	Pulpwood	29	Cords		
	Basswood		32	Cords		
	Mixed Aspen		273	Cords		
	Quaking Aspen		273	Cords		
	Mixed Hardwood		392	Cords		
	Ironwood		14	Cords		
	Red Maple		247	Cords		
	Sugar Maple		76	Cords		
	Yellow Birch		55	Cords		
	Mixed Spruce		31	Cords		
	White Spruce		31	Cords		
		TOTAL:	84.2	MBF		
		TOTAL:	1,385	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Happy Days Sale Number: 11-015-25 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted Boundaries (9/19)

The Sale Boundaries are marked and identified by blue and purple paint. Exterior Sale Boundary lines against private property are marked with blue paint. Exterior Sale Boundary lines against state land are marked with purple paint. The painted boundary line trees are not Included Timber and are to be protected, unless otherwise directed by the Sale Administrator.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut Unit(s) with Unmerchantable Trees (6/14)

Within Payment Unit(s) 1 and 2, cut all trees that are 4.6 inches or more at DBH, except do not cut hemlock, red pine, white pine, cedar, northern red oak, black cherry or American elm.

#### 2.2 - Utilization

#### 2.2.7 - Uncut Designated Trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

#### 2.2.11 - Chipping Restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, brush or chips may not be stored or stockpiled on-site for more than 30 days.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.1 - Stream Crossings, General (1/25)

All stream crossing structures will be temporary and, therefore, shall be provided by the Purchaser and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings located on state land.

#### 4.1.3 - Slash and Earthen Piles (8/04)

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

#### 4.1.4 - Timber Removed for Construction (3/23)

Trees cut or damaged in the process of pre-approved road, landing, or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the Sale Administrator. Payment will be made at contract prices or average prices, if not on the contract.

#### 4.1.5 - 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 12 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. Please notify the DNR 90 days prior to working on any crossings that will require a EGLE permit.

#### 4.1.6 - Road Construction (4/24)

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, not left in windrows, and kept a minimum of 10 feet back from the road edge, or be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or

windrows.

#### 4.1.7 - Road Closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the Sale Administrator for specific details of design and placement.

#### 4.1.8 - Road Work (1) (8/07)

The following road work is required if sale is logged with snow on the ground. The Purchaser will plow the access road into the sale, such that there are pull-offs and/or turn outs sufficient for a passenger vehicle pulling a trailer to pull off the road to allow passage of other vehicles. These pull-offs shale be along the road at a distance of no greater than a quarter of a mile.

#### 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 spring breakup and/or during wet weather conditions.

#### 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. The Sale Administrator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

#### 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. Should the Purchaser desire to cross private land, a copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale Conference (10/16)

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

#### 5.1.4 - Post-Sale Conference (10/16)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.11 - Slash for Reforestation (3/21)

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.

#### 5.2.30 - Landing/Road Topsoil Protection (1/25)

Topsoil on new landings and new roads must be removed, stockpiled, and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per Sale Administrator's instructions, by June 30, following harvest completion to allow for re-vegetation before the dry season.

#### 5.2.32 - Decking/Landing Restoration (9/13)

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

#### 5.2.38 - No Decking Against Live Trees (2/04)

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

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting Restriction, General (7/16)

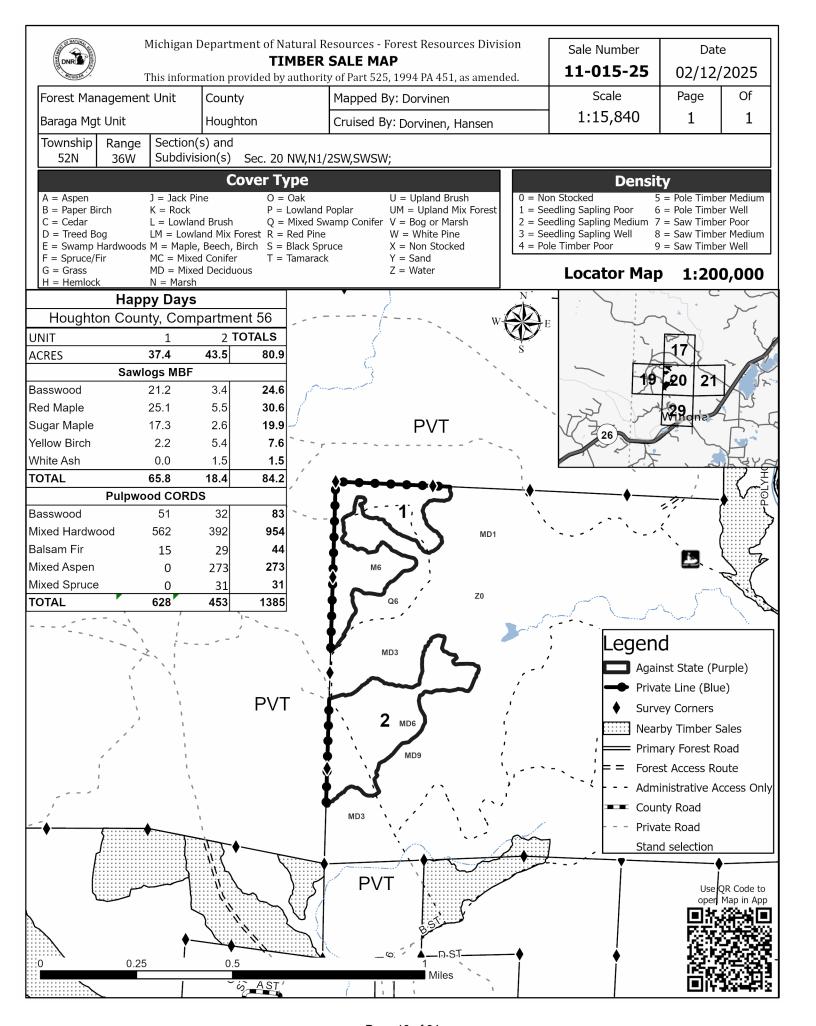
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With 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 onsite evaluation and recommendation can be made, if necessary.

Section Name: Sale Specific Current as of 3/6/2025 9:01:01AM



#### TIMBER SALE INFORMATION

3 Licks Mix (11-020-25) T51N, R37W, SEC. 35.

Ontonagon County (Advertised Price \$9,638.35)

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED	
Sawtimber				
Red Maple	11.3	MBF	\$	143.00 / MBF
Pulpwood				
Balsam Fir	25	Cords	\$	4.75 / Cord
Mixed Aspen	30	Cords	\$	18.95 / Cord
Mixed Hardwood	530	Cords	\$	13.80 / Cord
Mixed Spruce	2	Cords	\$	10.60 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 23.84 percent. There are an estimated 615 cords on this timber sale, plus or minus 147 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 \$964.00 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 16.3%

01 16.3% 02 83.7%

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

#### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
48,562	615	23.84%	468	761

#### **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
15	1,489	19	119.83%	0	41
21	5,195	66	40.61%	39	92
115	28,650	363	36.24%	231	494
121	13,228	167	39.69%	101	234
TOTAL:	48,562	615		371	862

#### **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

	TOTAL:	30.1		30.1
	121	8.4	2	8.4
	115	14.0	2	14.0
	21	4.4	1	4.4
	15	3.3	1	3.3
L	VDU	VDU ACRES	PU	PU ACRES

#### **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
F0					_	
1	Red Maple	Sawtimber	3.8	MBF	7.7	\$1,567.70
	Balsam Fir	Pulpwood	2	Cords		
	Mixed Hardwood		72	Cords		
	Red Maple		61	Cords		
	Sugar Maple		11	Cords		
	Mixed Spruce		2	Cords		
	White Spruce		2	Cords		
2	Red Maple	Sawtimber	7.5	MBF	22.4	\$8,070.65
	Balsam Fir	Pulpwood	23	Cords		
	Mixed Aspen		30	Cords		
	Quaking Aspen		30	Cords		
	Mixed Hardwood		458	Cords		
	Red Maple		448	Cords		
	Sugar Maple		10	Cords		
		TOTAL:	11.3	MBF		
		TOTAL:	587	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: 3 Licks Mix Sale Number: 11-020-25 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted Boundaries (9/19)

The Sale Boundary and Payment Unit boundaries are marked and identified by blue and red 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 red paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Red 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) 2, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut hemlock, white pine, cedar, black cherry, yellow birch or red oak. Disregard orange paint on trees that are marked in Payment Unit 2, the clearcut with retention prescription is to be followed regardless of marked trees.

#### 2.1.3 - Cut Tree Marked Unit(s) (12/08)

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 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. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

#### 2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

#### 2.2.7 - Uncut Designated Trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

#### 2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the Sale Area. This is because excessive woody debris inhibits regeneration.

#### 2.2.11 - Chipping Restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, brush or chips may not be stored or stockpiled on-site for more than 30 days.

#### 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. Within the Sale Area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings located on state land. The Purchaser shall notify the DNR 90 days prior to working on any crossing that will require a EGLE permit.

#### 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, chipped, utilized or otherwise removed from 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 12 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.

#### 4.1.7 - Road Closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Contact the Sale Administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 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.

#### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations if the Purchaser desires to access the sale on roads where the state does not hold easement.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale Conference (10/16)

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

#### 5.1.4 - Post-Sale Conference (10/16)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash Within Sale Area (9/16)

No trees are to be felled outside the Sale Area, and all slash is to be kept at least 10 feet back from the red or blue paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

#### 5.2.1.11 - Slash for Reforestation (3/21)

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.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.2 - Operating Restrictions (9/11)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, all cleanup activates must be completed by June 30 for all areas that were harvested during the previous harvest season. This restriction is to allow the harvest area to revegetate before the dry season.

#### 5.2.3.3 - Bark Slippage Restriction (3/09)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.17 - Timber Mats and Interlocking Composite Mats (5/23)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. If available, mats may be borrowed from the DNR. A Timber Sale Contract Amendment will be used to document the Purchaser's use of the DNR's mats. Contact the Sale Administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office and the Marquette ICC. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the Sale Administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$700.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

#### 5.2.30 - Landing/Road Topsoil Protection (1/25)

Topsoil must be removed, stockpiled, and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation.

#### 5.2.32 - Decking/Landing Restoration (9/13)

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

#### 5.2.38 - No Decking Against Live Trees (2/04)

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

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting Restriction, General (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which 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

#### 5.8.3 - Red Shoulder Hawk or Goshawk (1) (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from April 1 to July 30. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

#### 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 onsite evaluation and recommendation can be made, if necessary.

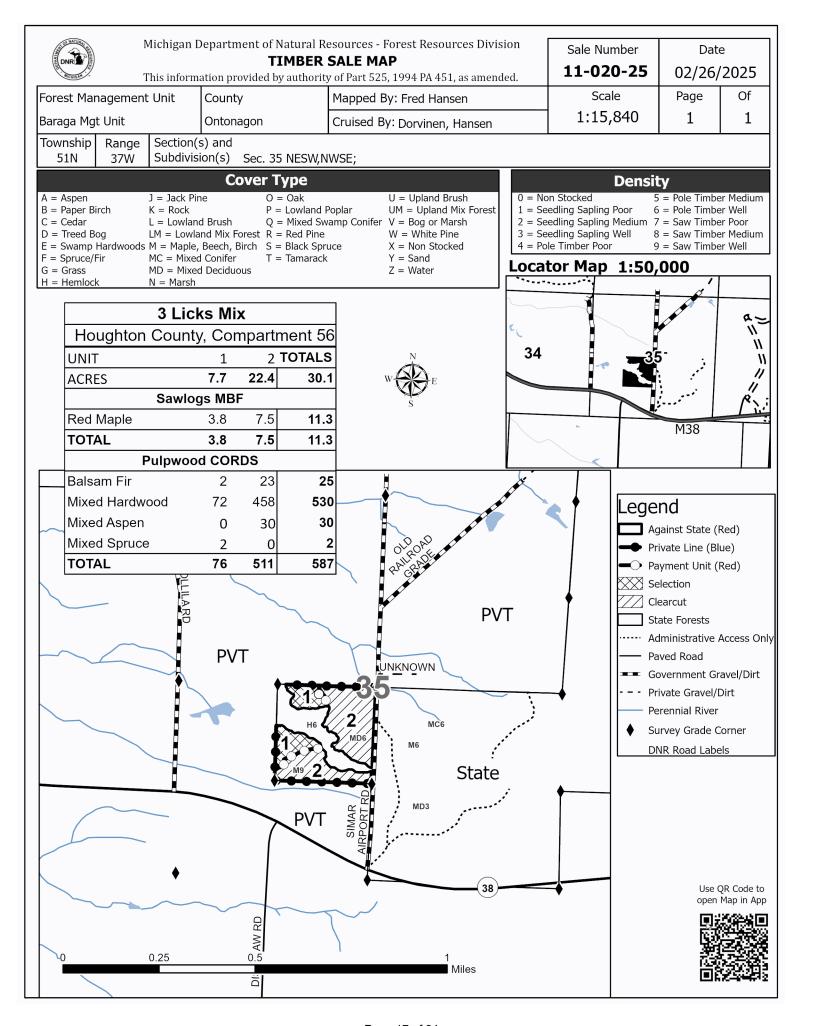
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Simar Airport Road and State Highway M38 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.

Section Name: Sale Specific Current as of 2/28/2025 3:11:05PM



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

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

Bids must be received by the Unit Manager, BARAGA OFFICE, 427 US 41 North, Baraga, MI 49908, no later than 9:00 a.m. (local time) on May 8, 2025. For further information concerning this sale, contact Brad Carlson at 906-353-6651.

#### 2. Bidder's Qualifications (10/22)

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

#### 3. Preparation of Sealed Bids (5/16)

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

#### 4. Submission of Sealed Bids (5/16)

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

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

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

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

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

#### 6. Award of Contract (1/11)

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

#### 7. Down Payment (1/11)

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

#### 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months

beyond the contract expiration.

#### 9. Worker's Compensation (10/22)

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

#### 10. Timber Sale Contract (10/22)

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

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

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

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

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

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

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

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

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

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax

Delinquent Status for Corporate Applicants (AD-3031).

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

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

Scott Bowen
Director

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#### TIMBER SALE INFORMATION

Fence Lake Mix (12-052-25) T45N, R31W, SEC. 36. Iron County (Advertised Price \$15,254.00)

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Red Maple	24.6	MBF	\$	133.00 / MBF
Sugar Maple	6.3	MBF	\$	250.00 / MBF
Pulpwood				
Balsam Fir	7	Cords	\$	4.40 / Cord
Mixed Aspen	356	Cords	\$	17.70 / Cord
Mixed Hardwood	309	Cords	\$	12.90 / Cord
Mixed Spruce	9	Cords	\$	9.90 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.79 percent. There are an estimated 753 cords on this timber sale, plus or minus 134 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.

PERCENT OF TOTAL SALE VALUE

#### **BOND AND PAYMENT SCHEDULE:**

PAYMENT UNIT NUMBER

- 1. A bond in the amount of \$1,500.00 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:

01 42.1%

02 57.9%

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

#### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOL	VOLUME STATISTICAL RANGE IN CORDS		ANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
59,498	753	17.79%	619	887

#### **VDU VOLUMES**

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

	VOLUME			RANGE IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
30	29,368	372	27.65%	269	475
42	30,130	381	23.38%	292	471
TOTAL:	59,498	753		561	945

#### **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
30	16.8	1	16.8
42	35.9	2	35.9
TOTAL:	52.7		52.7

#### **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	7	Cords	16.8	\$6,421.10
	Mixed Aspen		356	Cords		
	Quaking Aspen		356	Cords		
	Mixed Spruce		9	Cords		
	White Spruce		9	Cords		
2	Red Maple	Sawtimber	24.6	MBF	35.9	\$8,832.90
	Sugar Maple		6.3	MBF		
	Mixed Hardwood	Pulpwood	309	Cords		
	Ironwood		1	Cords		
	Red Maple		208	Cords		
	Sugar Maple		100	Cords		
		TOTAL:	30.9	MBF		
		TOTAL:	681	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Fence Lake Mix Sale Number: 12-052-25 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 and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red painted dots.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut Unit(s) with Unmerchantable Trees (6/14)

Within Payment Unit(s) 1, cut all aspen trees that are 4.6 inches or more at DBH. In addition, cut all spruce and balsam fir that are 12 inches stump diameter and larger. Do not cut any other tree species not listed above.

#### 2.1.3 - Cut Tree Marked Unit(s) (12/08)

Within Payment Unit(s) 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

#### 2.2.3 - Stump Heights (12/24)

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

#### 2.2.11 - Chipping Restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. Chip piles must be removed within 60 days of the sale expiration. In addition, after chip pile removal, residual chip depth at the landing may not exceed 4 inches.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged Timber (12/24)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Extreme care should be taken to avoid damage to tree seedlings and saplings. 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 (4/24)

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, not left in windrows, and kept a minimum of 5 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at 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 closed roads opened for access into the Sale Area must be blocked to vehicle traffic within 60 days of the sale expiration. In general, this will require restoring a 5-foot berm. These roads must be made impassable to ORVs. Contact the Sale Administrator for specific design and placement.

#### 4.1.12 - No New Roads (1/12)

No new roads will be permitted. Existing overgrown roads may be opened up and utilized with approval from the Sale Administrator.

#### 4.2 - Maintenance

#### 4.2.5 - Two Wheel Drive Condition (2/04)

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

#### 5 - Operations

#### 5.2 - 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 (3/21)

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.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating Restrictions (9/11)

Within Payment Unit(s) 1, cutting, skidding, and hauling are not permitted from March 1 to May 15. This restriction is to avoid resource damage during spring break up. Within Payment Unit 2, cutting, skidding, and hauling are not permitted from March 1 to July 15. This restriction is to avoid resource damage during spring break up and bark slip season. If prolonged wet weather conditions occur throughout the operating season, the Sale Administrator may suspend operations until favorable weather and ground conditions are present.

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating Caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 2, cutting, skidding, and hauling occur during frozen winter conditions. The reason for the recommendation is because of heavy soils and low areas in the Sale Area and the haul roads. If favorable soil conditions are not present during non-frozen, winter conditions, operations will not be permitted.

#### 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. When harvesting occurs, there should be no disturbance to any vernal depression. All equipment, trees and tops should be kept out of this area, and within 100 feet, equipment should only be used when the soil is in a dry or frozen condition. Care must be

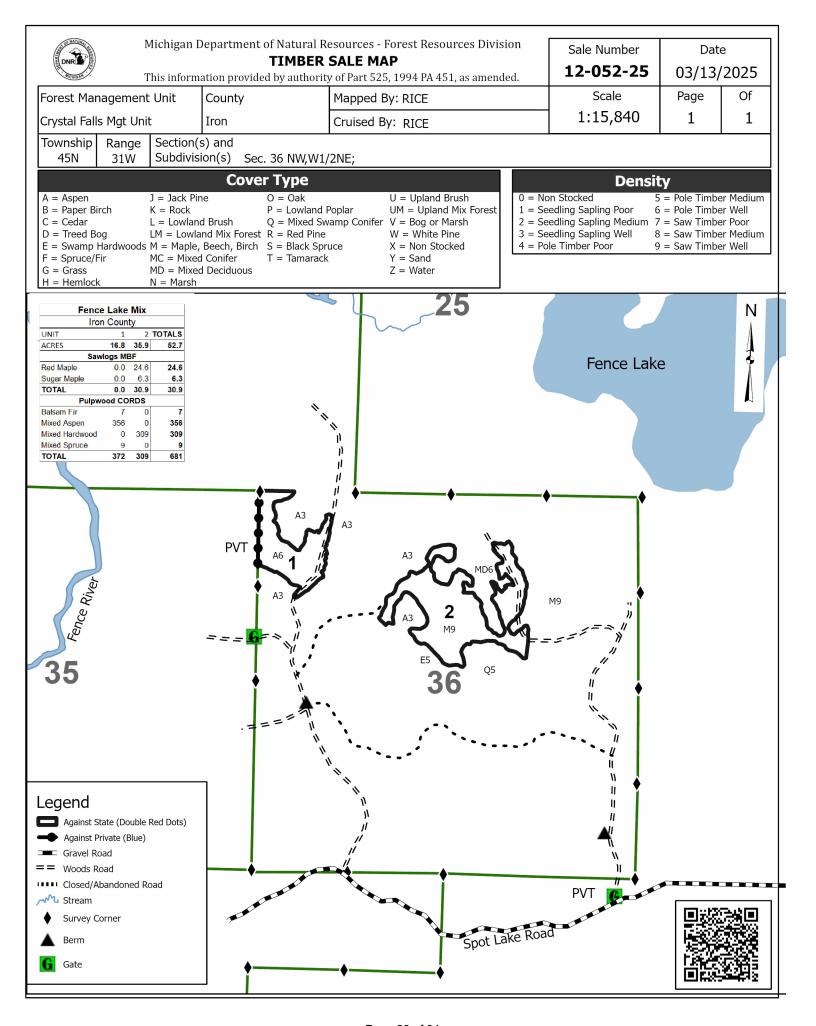
taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

#### 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 onsite evaluation and recommendation can be made, if necessary.

Section Name: Sale Specific Current as of 3/25/2025 9:40:22AM



#### BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

#### <u>Happy Days (11-015-25)</u> T52N, R36W, SEC. 20; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 8, 2025, 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.

ESTIMATED VOLUME*	<u>Al</u>	<u>DVERTISED PRICE</u>	BID PRICE/UNI	
24.6 MBF	\$	84.00/MBF	\$	
30.6 MBF	\$	143.00/MBF	\$	
19.9 MBF	\$	268.00/MBF	\$	
1.5 MBF	\$	69.00/MBF	\$	
7.6 MBF	\$	126.00/MBF	\$	
44 Cords	\$	4.75/Cord	\$	
83 Cords	\$	6.60/Cord	\$	
273 Cords	\$	18.95/Cord	\$	
954 Cords	\$	13.80/Cord	\$	
31 Cords	\$	10.60/Cord	\$	
	24.6 MBF 30.6 MBF 19.9 MBF 1.5 MBF 7.6 MBF  44 Cords 83 Cords 273 Cords 954 Cords	24.6 MBF \$ 30.6 MBF \$ 19.9 MBF \$ 1.5 MBF \$ 7.6 MBF \$ 44 Cords \$ 83 Cords \$ 273 Cords \$ 954 Cords \$	24.6 MBF \$ 84.00/MBF 30.6 MBF \$ 143.00/MBF 19.9 MBF \$ 268.00/MBF 1.5 MBF \$ 69.00/MBF 7.6 MBF \$ 126.00/MBF  44 Cords \$ 4.75/Cord 83 Cords \$ 6.60/Cord 273 Cords \$ 18.95/Cord 954 Cords \$ 13.80/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 SEC	CURITY NUMBER:		
	Company or individual bidding:			_	
	Company representative's name:				
	Address:			_	
	City:	_ State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FRO	M YOUR PROSPECTUS IN	THE ABOVE BOX.	
Individual	or company representative's signatu	ure:		Date:	
Phone nu	mber:	Email	(optional):		

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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 16.88 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 twenty-one (21) days of the contract award and prior to the	of Exclusion or Certificate of Insurance must be submitted within e issuance of the timber sale contract.
•	All Information must be typed or printed except for writter	n signatures.
Ple	ease Check Appropriate Categories:	
1.	My business is organized as (you <b>must</b> check <u>one</u> of the A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	e boxes below):
2.	You <b>must</b> check <u>one</u> of the boxes below:  A.   I certify my business is a sole proprietorship and it has r	no amployage but the sole proprietor. I am not subject to the
	Worker's Compensation Laws.  B.   I certify my business has satisfied its o bligation to the W	/orker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For
	C.  I certify my business has a Worker's Compensation Polione (21) days of the contract award.	cy. I will provide an original Certificate of Insurance within twenty-
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicathan yourself, including family members and active partr	ate the number of <b>both</b> full-time and part-time employees, other ners (if none, you must enter "0").
	Full-time Employees	Part-time Employees
lam	ne of Business	Federal ID (or) Social Security No.
Addr	ress	Telephone ( )
City	State	ZIP
	ereby certify that the above information is true and correct actors affecting my coverage during any of my present an	t. I agree to notify the Michigan DNR of any changes that occur ad future operations.
S	Signature of Owner or Authorized Representative	
Ti	Fitle	Date

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

BARAGA MANAGEMENT UNIT BARAGA OFFICE

### 3 Licks Mix (11-020-25) T51N, R37W, SEC. 35; Ontonagon COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 8, 2025, 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.

Sawtimber	BID PRICE/UNIT
Red Maple 11.3 MBF \$ 143.00/MBF	\$
Pulpwood	
Balsam Fir 25 Cords \$ 4.75/Cord	\$
Mixed Aspen 30 Cords \$ 18.95/Cord	\$
Mixed Hardwood 530 Cords \$ 13.80/Cord	\$
Mixed Spruce 2 Cords \$ 10.60/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 23.84 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
IF AVAILA	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual	ndividual or company representative's signature: Date:						
Phone nu	ımber :	Email (d	optional):				

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



#### Michigan Department of Natural Resources Forest Resources Division

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

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

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

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if hoves 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	Please Check Appropriate Categories:			
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):			
	A.  Sole Proprietorship (individual)			
	B. Partnership			
	C. Corporation			
2.	2. You <b>must</b> check <u>one</u> of the boxes below:			
	I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.			
	B.  I certify my business has satisfied its o bligation to the Worker's Cor Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice questions or a copy of the BWC-337, please call the Worker's Com	of Exclusion within 21 days of the contract award. (For		
	C.   I certify my business has a Worker's Compensation Policy. I will proone (21) days of the contract award.	ovide an original Certificate of Insurance within twenty-		
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number than yourself, including family members and active partners (if nor Full-time Employees</li> </ol>			
lam	lame of Business Federal I	Federal ID (or) Social Security No.		
ddr	ddress Telephon (	e )		
ity	State ZIP			
n fa	hereby certify that the above information is true and correct. I agree to factors affecting my coverage during any of my present and future of 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)

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### BID FORM

## CRYSTAL FALLS MANAGEMENT UNIT BARAGA OFFICE

<u>Fence Lake Mix (12-052-25)</u> T45N, R31W, SEC. 36; Iron COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 8, 2025, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VC	DLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber					
Red Maple	24.6 M	BF \$	5	133.00/MBF	\$
Sugar Maple	6.3 M	BF \$	5	250.00/MBF	\$
Pulpwood					
Balsam Fir	7 C	ords \$	5	4.40/Cord	\$
Mixed Aspen	356 C	ords \$	5	17.70/Cord	\$
Mixed Hardwood	309 C	ords \$	5	12.90/Cord	\$
Mixed Spruce	9 C	ords \$	5	9.90/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 17.79 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: - or SOCIAL SECURITY NUMBER: - -

	Company or individual bidding:					
	Company representative's name:					
Address:						
	City:	State:	Zip:			
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROI	M YOUR PROSPECT	US IN THE ABOVE BOX.		
Individua	l or company representative's signatu	ıre:		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



#### 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. Please Check Appropriate Categories:

1.	, , , , , , , , , , , , , , , , , , , ,	kes below):
	A.  Sole Proprietorship (individual)	
	B. Partnership	
	C. Corporation	
2.	2. You <b>must</b> check <u>one</u> of the boxes below:	
	<ul> <li>A.          I certify my business is a sole proprietorship and it has no em Worker's Compensation Laws.     </li> </ul>	ployees but the sole proprietor. I am not subject to the
	B.  I certify my business has satisfied its o bligation to the Worker Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the questions or a copy of the BWC-337, please call the Worker'	Notice of Exclusion within 21 days of the contract award. (For
	C.   I certify my business has a Worker's Compensation Policy. I one (21) days of the contract award.	will provide an original Certificate of Insurance within twenty-
3.	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate than yourself, including family members and active partners	
	Full-time Employees	Part-time Employees
Nan	Name of Business	ederal ID (or) Social Security No.
hhΑ	Address Te	elephone
, luu	(	)
City	City State ZI	P
	I hereby certify that the above information is true and correct. I a in factors affecting my coverage during any of my present and fut	
5	Signature of Owner or Authorized Representative	<del></del>
Ī	Title	Date

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

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