

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7629</u>

# <u>SCHEDULED SALE DATE AND TIME:</u> 9:00 a.m. (local time) on July 31, 2025. <u>LOCATION:</u> 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:

<u>Awesome Fossom</u> (11-001-25) / T51N, R30W, SEC. 5 , SW. T51N, R30W, SEC. 6 , NWSW,S1/2SW,SE. Baraga County, Advertised Price \$67,491.75, 185.0 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Easement through Lyme Property in section 7 will need roadwork if sale accessed through that route

Access may be through private land.

Mustard Creek Aspen (11-008-25) / T50N, R34W, SEC. 30, S1/2NW,SWNE,SW,W1/2SE. Baraga County, Advertised Price \$106,402.30, 177.8 Acres, Aspen, Hardwood.

SALE NOTE: Access may be through other public land.

Section 33 Hardwoods (11-009-25) / T48N, R32W, SEC. 3, NWNW. T49N, R32W, SEC. 34, NWNW,SENW,NESW,SWSW. Baraga County, Advertised Price \$14,910.30, 70.9 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Access may be through private land.

# 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 July 31, 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

#### Awesome Fossom (11-001-25) T51N, R30W, SEC. 5; T51N, R30W, SEC. 6. Baraga County (Advertised Price \$67,491.75)

SALE NOTE: Easement through Lyme Property in section 7 will need roadwork if sale accessed through that route

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 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*		ADV	ERTISED PRICE
Sawtimber				
Red Maple	131.2	MBF	\$	138.00 / MBF
Sugar Maple	34.3	MBF	\$	260.00 / MBF
Yellow Birch	8.7	MBF	\$	122.00 / MBF
Pulpwood				
Balsam Fir	18	Cords	\$	4.90 / Cord
Mixed Aspen	213	Cords	\$	16.55 / Cord
Mixed Hardwood	2,371	Cords	\$	13.80 / Cord
Mixed Spruce	279	Cords	\$	10.90 / Cord
Paper Birch	13	Cords	\$	2.50 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 10. 11 percent. There are an estimated 3,301 cords on this timber sale, plus or minus 334 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.

VALUE

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$6,749.00 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:

IT NUMBER	PERCENT OF TOTAL SALE
01	6.6%
02	24.4%
03	26.1%
04	21.6%
05	21.3%

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

PAYMENT UNIT

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	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
260,797	3,301	10.11%	2,967	3,635

#### **VDU VOLUMES**

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

	VOLUME			RANGE I	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
20	18,816	238	36.85%	150	326
21	74,807	947	22.24%	736	1,158
22	51,606	653	19.89%	523	783
26	39,263	497	20.07%	397	597
44	73,333	928	20.01%	742	1,114
45	2,971	38	96.34%	1	74
TOTAL:	260,797	3,301		2,551	4,051

## 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
20	20.6	1	20.6
21	34.3	2	34.3
22	39.5	4	39.5
26	50.4	5	50.4
44	36.6	3	36.6
45	3.6	1	3.6
TOTAL:	185.0		185.0

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	4.7	MBF	24.2	\$4,420.80
	Sugar Maple		1.2	MBF		
	Yellow Birch		1.6	MBF		
	Balsam Fir	Pulpwood	8	Cords		
	Mixed Hardwood		195	Cords		
	Black Cherry		3	Cords		
	Ironwood		4	Cords		
	Red Maple		138	Cords		
	Sugar Maple		22	Cords		
	Yellow Birch		28	Cords		
	Mixed Spruce		47	Cords		
	Black Spruce		5	Cords		
	White Spruce		42	Cords		
	Paper Birch		9	Cords		
2	Red Maple	Sawtimber	25.8	MBF	34.3	\$16,488.15
	Sugar Maple		1.5	MBF		
	Yellow Birch		1.4	MBF		
	Balsam Fir	Pulpwood	5	Cords		
	Mixed Aspen		197	Cords		
	Quaking Aspen		197	Cords		
	Mixed Hardwood		595	Cords		
	American Elm		10	Cords		
	Black Cherry		3	Cords		
	Red Maple		503	Cords		
	Sugar Maple		66	Cords		
	Yellow Birch		13	Cords		
	Mixed Spruce		79	Cords		
	White Spruce		79	Cords		
	Paper Birch		4	Cords		
3	Red Maple	Sawtimber	34.6	MBF	36.6	\$17,673.35
5	Sugar Maple	Sawtimber	4.1	MBF	50.0	φ17,075.55
	Yellow Birch		5.7	MBF		
	Balsam Fir	Pulpwood	5.7	Cords		
	Mixed Aspen	Fulpwood	7	Cords		
	Quaking Aspen		7	Cords		
	Mixed Hardwood		740	Cords		
	Red Maple		515	Cords		
	-		73	Cords		
	Sugar Maple Yellow Birch		73 152	Cords		
	Mixed Spruce		72	Cords		
	White Spruce	O sustingly an	72	Cords	00 F	¢44 Ε40 ΖΕ
4	Red Maple	Sawtimber	28.9	MBF	39.5	\$14,548.75
	Sugar Maple	Dulau I	11.0	MBF		
	Mixed Aspen	Pulpwood	9	Cords		
	Quaking Aspen		9	Cords		
	Mixed Hardwood		533	Cords		
	Black Cherry		7	Cords		
	Ironwood		3	Cords		
	Red Maple		311	Cords		
	Sugar Maple		205	Cords		
	Yellow Birch		7	Cords		
	Mixed Spruce		18	Cords		
	White Spruce		18	Cords		
5	Red Maple	Sawtimber	37.2	MBF	50.4	\$14,360.70
	Sugar Maple		16.5	MBF		
	Mixed Hardwood	Pulpwood	308	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Black Cherry	Pulpwood	3	Cords		
	Ironwood		3	Cords		
	Red Maple		203	Cords		
	Sugar Maple		99	Cords		
	Mixed Spruce		63	Cords		
	White Spruce		63	Cords		
		TOTAL:	174.2	MBF		
		TOTAL:	2,894	Cords		

Sale Number: 11-001-25 Seg#: 1

#### Sale Name: Awesome Fossom

#### 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 yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with yellow 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

2.1.2 - Clearcut Unit(s) w/o Unmerchantable Trees (8/11)

Within Payment Unit(s) 1-3, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut hemlock, white pine, cedar, black cherry, or red oak. Additionally, within Payment Unit 2, all trees marked in purple paint are to be left standing for future grouse drumming logs.

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

Within Payment Unit(s) 4 & 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

## 2.2 - Utilization

#### 2.2.4 - Skidding Length (12/24)

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 (12/24)

All products not meeting standards set forth in General Condition and Requirement 2.2 Utilization may not be removed from the Sale Area, e.g. tops. This is because this area is a deer wintering area.

2.2.9 - No Chipping Permitted (12/08)Within Payment Unit(s) 1-5, limbs and tops may not be chipped.

#### 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. 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 (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, 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.

## 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 and/or access the sale on roads where the state does not hold easement, 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. 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 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

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

Within Payment Unit(s) 1-5, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 31. This restriction is because this sale is located in a deer wintering area.

## 5.2.3.2 - Operating Restrictions (9/11)

Within Payment Unit(s) 1-5, unless changed by written agreement, all clean-up 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.

## 5.2.17 - 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

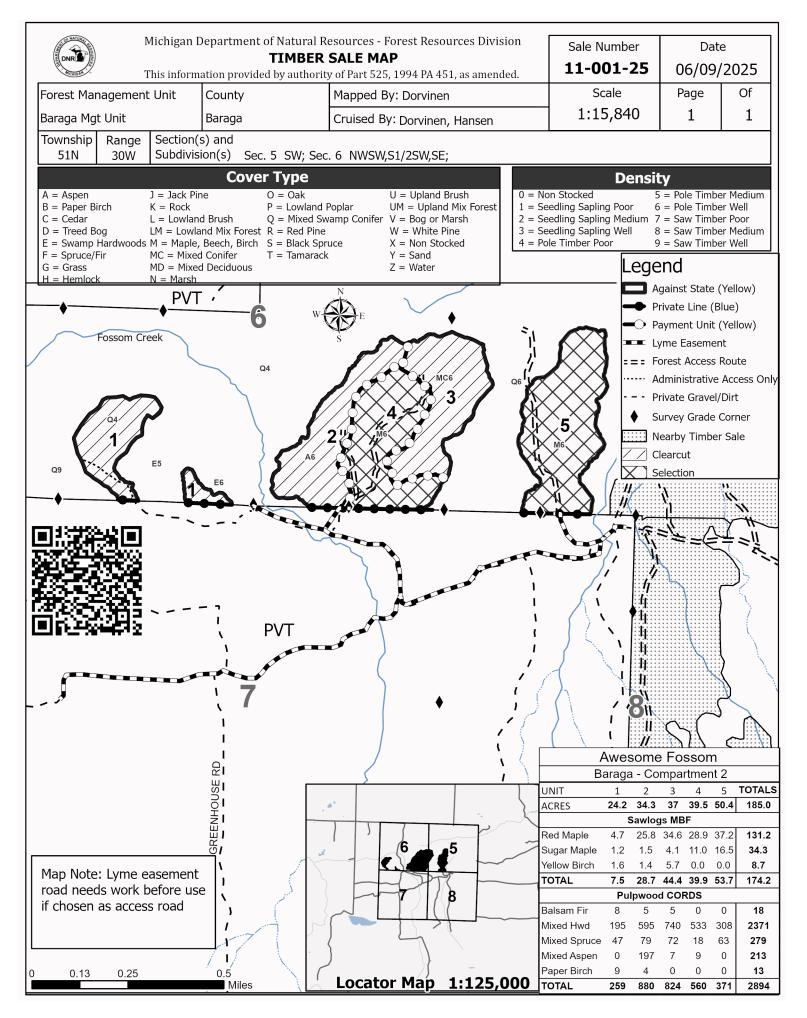
## 5.4.1 - Rutting Restriction, General (7/16)

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

#### 5.8.5 - 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.



# TIMBER SALE INFORMATION

#### <u>Mustard Creek Aspen (11-008-25)</u> T50N, R34W, SEC. 30. Baraga County (Advertised Price \$106,402.30)

#### SALE NOTE: Access may be through other public 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 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	ESTIMATE	ED UNITS*	AD\	/ERTISED PRICE
Sawtimber				
Paper Birch	10.4	MBF	\$	47.00 / MBF
Red Maple	49.0	MBF	\$	138.00 / MBF
Sugar Maple	23.2	MBF	\$	260.00 / MBF
Pulpwood				
Mixed Aspen	4,308	Cords	\$	16.55 / Cord
Paper Birch	355	Cords	\$	2.50 / Cord
Red Maple	1,189	Cords	\$	13.80 / Cord
Sugar Maple	328	Cords	\$	13.80 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 14.91 percent. There are an estimated 6,374 cords on this timber sale, plus or minus 951 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 \$10,640.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule :
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PERCENT OF TOTAL SALE VALUE
26.0%
16.1%
26.9%
10.6%
20.4%

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

PAYMENT UNIT

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	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
503,545	6,374	14.91%	5,423	7,325

#### **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
153	503,545	6,374	14.92%	5,423	7,325
TOTAL:	503,545	6,374		5,423	7,325

## 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
153	177.8	1	46.3
		2	28.7
		3	47.7
		4	18.8
		5	36.3
TOTAL:	177.8		177.8

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Paper Birch	Sawtimber	2.7	MBF	46.3	\$27,703.40
	Red Maple		12.8	MBF		
	Sugar Maple		6.0	MBF		
	Mixed Aspen	Pulpwood	1,122	Cords		
	B. T. Aspen	-	1,109	Cords		
	Quaking Aspen		13	Cords		
	Paper Birch		92	Cords		
	Red Maple		310	Cords		
	Sugar Maple		85	Cords		
2	Paper Birch	Sawtimber	1.7	MBF	28.7	\$17,157.85
	Red Maple		7.9	MBF		
	Sugar Maple		3.7	MBF		
	Mixed Aspen	Pulpwood	695	Cords		
	B. T. Aspen		687	Cords		
	Quaking Aspen		8	Cords		
	Paper Birch		57	Cords		
	Red Maple		192	Cords		
	Sugar Maple		53	Cords		
3	Paper Birch	Sawtimber	2.8	MBF	47.7	\$28,568.55
0	Red Maple	Cawamber	13.1	MBF		φ20,000.00
	Sugar Maple		6.3	MBF		
	Mixed Aspen	Pulpwood	1,157	Cords		
	B. T. Aspen	i upwood	1,142	Cords		
	Quaking Aspen		1,142	Cords		
	Paper Birch		96	Cords		
	Red Maple		318	Cords		
	Sugar Maple		88	Cords		
4	Paper Birch	Sawtimber	1.1	MBF	18.8	\$11,266.35
4	-	Sawumber	5.2	MBF	10.0	φ11,200.33
	Red Maple		2.5	MBF		
	Sugar Maple	Dulauraad				
	Mixed Aspen	Pulpwood	455	Cords		
	B. T. Aspen		450 5	Cords		
	Quaking Aspen		5	Cords		
	Paper Birch		38	Cords		
	Red Maple		126	Cords		
	Sugar Maple		35	Cords		••• •••
5	Paper Birch	Sawtimber	2.1	MBF	36.3	\$21,706.15
	Red Maple		10.0	MBF		
	Sugar Maple		4.7	MBF		
	Mixed Aspen	Pulpwood	879	Cords		
	B. T. Aspen		869	Cords		
	Quaking Aspen		10	Cords		
	Paper Birch		72	Cords		
	Red Maple		243	Cords		
	Sugar Maple		67	Cords		
		TOTAL:	82.6	MBF		
		TOTAL:	6,180	Cords		

#### Sale Specific Conditions & Requirements

#### Sale Name: Mustard Creek Aspen

Sale Number: 11-008-25 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 paint. Interior Payment Unit boundary lines are marked with red 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) 1-5, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any conifer species (hemlock, white pine, red pine, balsam fir, white spruce, black spruce and cedar) and do not cut yellow birch, black cherry, or red oak. In addition:

- All trees marked with a green "X" are to be left standing for future grouse drumming logs.

- Leave down-and-dead trees that are 12 inches or more at DBH for grouse drumming logs.

2.2 - Utilization

2.2.4 - Skidding Length (12/24)

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

#### 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. 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 (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, 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.

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.

4.4.5 - Federal Property Access (3/11)

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

## 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. 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 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) 1-5, 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.

## 5.2.17 - 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.

#### 5.2.22 - Operating Caution

## 5.2.22.1 - Operating Caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1-5, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation to prevent soil erosion while skidding on slopes and valleys.

#### 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.

#### 5.4.3 - Erosion Control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

#### 5.4.4 - Slope Protection (9/19)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or clean straw bales native to the area as soon as use is complete to prevent erosion.

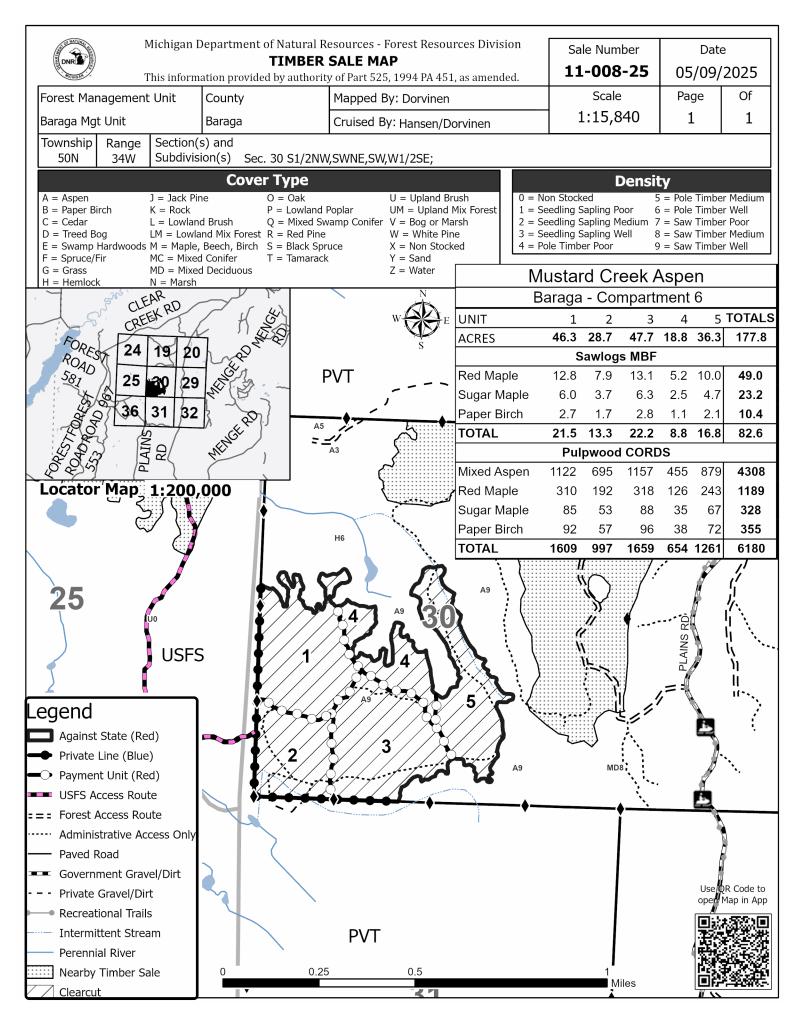
5.4.5 - Soil Caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils.

# 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.



# TIMBER SALE INFORMATION

#### Section 33 Hardwoods (11-009-25) T48N, R32W, SEC. 3; T49N, R32W, SEC. 34. Baraga County (Advertised Price \$14,910.30)

#### SALE NOTE: Access may be through private land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the 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>AD</u> ∖	ERTISED PRICE
Sawtimber				
Paper Birch	0.4	MBF	\$	47.00 / MBF
Red Maple	4.8	MBF	\$	138.00 / MBF
Sugar Maple	16.5	MBF	\$	260.00 / MBF
Pulpwood				
Balsam Fir	20	Cords	\$	4.90 / Cord
Mixed Hardwood	698	Cords	\$	13.80 / Cord
Mixed Spruce	18	Cords	\$	10.90 / Cord
Paper Birch	5	Cords	\$	2.50 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 15.42 percent. There are an estimated 792 cords on this timber sale, plus or minus 122 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 \$1,491.00 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:

IT NUMBER	PERCENT OF TOTAL SALE VALUE
01	19.1%
02	23.9%
03	20.0%
04	26.2%
05	10.8%

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

5. Operations on the contract issued will terminate on 06/30/2029.

#### SALE STATISTICS

PAYMENT UNIT

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	UME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
62,559	792	15.42%	670	914	

#### **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 FEETTOTAL CORDS17,084216		PERCENT ERROR	MINIMUM	MAXIMUM	
13			35.77%	139	294	
14	14,881	188	31.98%	128	249	
18	14,615	185	30.71%	128	242	
21	10,647 135		34.14%	89	181	
36	5,331	67	45.82%	37	98	
TOTAL:	62,559	792		521	1,063	

#### 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
13	8.8	1	8.8
14	16.6	2	16.6
18	26.3	3	26.3
21	11.2	4	11.2
36	8.0	5	8.0
TOTAL:	70.9		70.9

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	10	Cords	8.8	\$2,848.30
	Mixed Hardwood		191	Cords		
	Black Cherry		11	Cords		
	Red Maple		120	Cords		
	Sugar Maple		7	Cords		
	Yellow Birch		53	Cords		
	Mixed Spruce		15	Cords		
	White Spruce		15	Cords		
2	Red Maple	Sawtimber	1.6	MBF	16.6	\$3,559.60
	Sugar Maple		3.5	MBF		
	Mixed Hardwood	Pulpwood	176	Cords		
	Red Maple		76	Cords		
	Sugar Maple		100	Cords		
3	Paper Birch	Sawtimber	0.4	MBF	26.3	\$2,984.80
	Sugar Maple		2.5	MBF		
	Balsam Fir	Pulpwood	10	Cords		
	Mixed Hardwood		161	Cords		
	Black Cherry		2	Cords		
	Red Maple		55	Cords		
	Sugar Maple		96	Cords		
	Yellow Birch		8	Cords		
	Mixed Spruce		3	Cords		
	White Spruce		3	Cords		
	Paper Birch		5	Cords		
4	Sugar Maple	Sawtimber	9.0	MBF	11.2	\$3,913.20
	Mixed Hardwood	Pulpwood	114	Cords		
	Sugar Maple		114	Cords		
5	Red Maple	Sawtimber	3.2	MBF	8.0	\$1,604.40
	Sugar Maple		1.5	MBF		
	Mixed Hardwood	Pulpwood	56	Cords		
	Red Maple		16	Cords		
	Sugar Maple		40	Cords		
		TOTAL:	21.7	MBF		
		TOTAL:	741	Cords		

#### Sale Specific Conditions & Requirements

#### Sale Name: Section 33 Hardwoods

Sale Number: 11-009-25 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 paint. Interior Payment Unit boundaries are marked with red paint.

#### 2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut Unit(s) w/o Unmerchantable Trees (8/11)

Within Payment Unit(s) 1, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut yellow birch greater than 20 inches at DBH, hemlock, red pine, white pine, cedar, or red oak.

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

Within Payment Unit(s) 2-5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

## 2.2 - Utilization

## 2.2.4 - Skidding Length (12/24)

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.

#### 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. 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 (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. The Purchaser will secure any necessary stream crossing permits that may be required on private 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, 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.

## 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. 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 on private property.

## 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. 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 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) 1-5, 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 areas to revegetate before the dry season.

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

Within Payment Unit(s) 2-5, 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

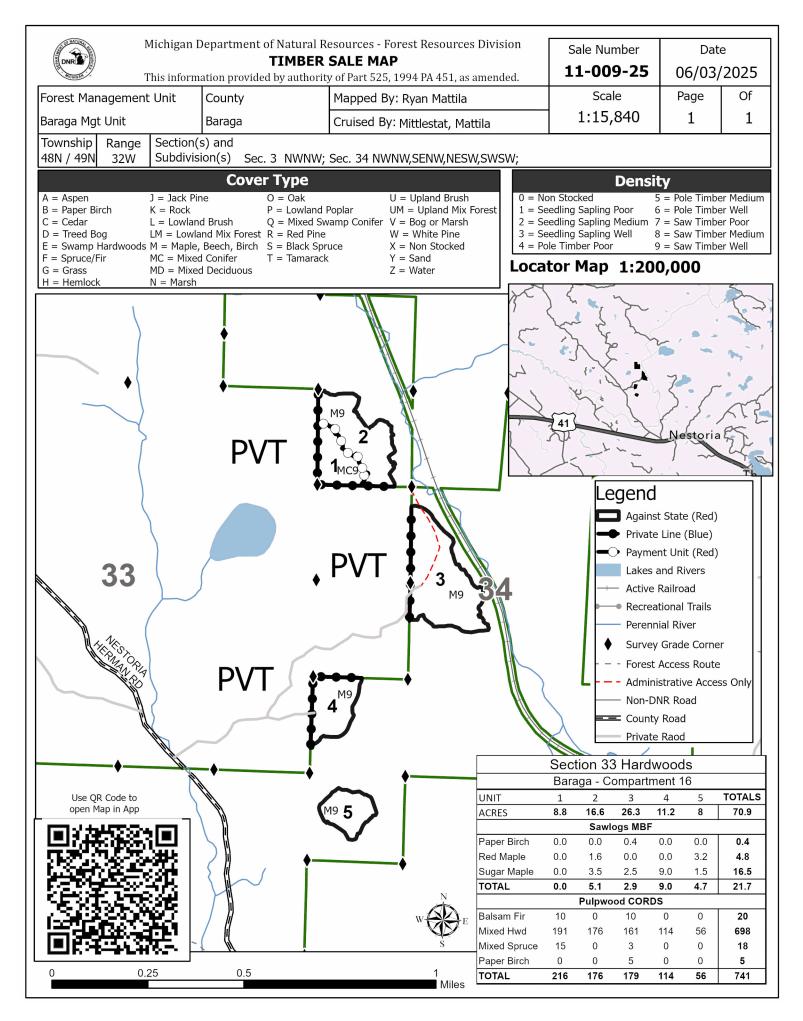
#### 5.4.1 - Rutting Restriction, General (7/16)

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

## 5.8.5 - 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.



#### TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

\_\_\_\_\_ Date:\_\_\_\_

#### Awesome Fossom (11-001-25)

# T51N, R30W, SEC. 5; T51N, R30W, SEC. 6; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on July 31, 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 Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Red Maple	131.2	MBF	\$	138.00/MBF	\$
Sugar Maple	34.3		\$	260.00/MBF	\$
Yellow Birch	8.7	MBF	\$	122.00/MBF	\$
Pulpwood					
Balsam Fir	18	Cords	\$	4.90/Cord	\$
Mixed Aspen	213	Cords	\$	16.55/Cord	\$
Mixed Hardwood	2,371	Cords	\$	13.80/Cord	\$
Mixed Spruce	279	Cords	\$	10.90/Cord	\$
Paper Birch	13	Cords	\$	2.50/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 10. 11 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 AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual	٥r	company	/ re	nresen	tative's	signatu	re·
inuiviuuai	υı	company	16	presen	lauve s	ราษาลเน	IE.

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

TOF NATURAL BED	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)				
adu Michigan - 57	TIMBER SAL	.E						
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:				
	COMPENSATION ACT C			Forest Management Onit.				
		-	- d					
VEDIEL	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.						
	CATION OF WORKER'S DISABILIT							
sale	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.							
	Iddition, if boxes 2B or 2C are check nty-one (21) days of the contract awa			Certificate of Insurance must be submitted within e timber sale contract.				
• All	Information must be typed or printed	except for written	signatures.					
Please	Check Appropriate Categories:							
-	business is organized as (you <b>must</b>	check <u>one</u> of the	boxes below):	:				
	Sole Proprietorship (individual)							
	Partnership							
C. [	Corporation							
2. You	u <b>must</b> check <u>one</u> of the boxes below	v:						
A. [	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the				
	Exclusion (BWC-337, Rev. 5/96). I w questions or a copy of the BWC-337,	ill provide a copy of please call the Wor	the Notice of Ex ker's Compensa	sation Act through the use of an approved Notice of xclusion within 21 days of the contract award. (For ation Bureau at 517-322-1195). an original Certificate of Insurance within twenty-				
	one (21) days of the contract award.							
	ou have checked item 2(A) or 2(B), n yourself, including family members			of <b>both</b> full-time and part-time employees, other ou must enter "0").				
	Full-time Er	nnlovees		Part-time Employees				
		npioyees						
Name of E	Business		Federal ID (or)	Social Security No.				
Address			Telephone					
Otto		Otata						
City		State	ZIP					
	certify that the above information is s affecting my coverage during any o			tify the Michigan DNR of any changes that occur ions.				
Signati	Signature of Owner or Authorized Representative							
Title			Da	te				

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**

# Mustard Creek Aspen (11-008-25) T50N, R34W, SEC. 30; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on July 31, 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 Sawtimber	ESTIMATED VOLUME*		<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Paper Birch	10.4	MBF	\$	47.00/MBF	\$
Red Maple	49.0	MBF	\$	138.00/MBF	\$
Sugar Maple	23.2	MBF	\$	260.00/MBF	\$
Pulpwood					
Mixed Aspen	4,308	Cords	\$	16.55/Cord	\$
Paper Birch	355	Cords	\$	2.50/Cord	\$
Red Maple	1,189	Cords	\$	13.80/Cord	\$
Sugar Maple	328	Cords	\$	13.80/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 14.91 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:				
Company or individual bidding:				
Company representative's name:				
Address:				
City: State	e: Zip:			

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

Individual or company representative's signature: \_\_\_\_\_\_ Date: \_\_\_\_\_\_ Date: \_\_\_\_\_

Phone number :\_\_\_\_\_ Email (optional):\_\_\_\_\_

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

TOF NATURAL BED	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)			
adu Michigan - 57	TIMBER SAL	.E					
VERIFICATION OF WORKER'S DISA		R'S DISABII IT	Y	Forest Management Unit:			
	COMPENSATION ACT C			Forest Management Onit.			
		-	- d				
VEDIEL	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.					
	CATION OF WORKER'S DISABILIT						
sale	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:						
-	business is organized as (you <b>must</b>	check <u>one</u> of the	boxes below):	:			
	Sole Proprietorship (individual)						
	Partnership						
C. [	Corporation						
2. You	u <b>must</b> check <u>one</u> of the boxes below	v:					
A. [	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the			
	<ul> <li>B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-</li> </ul>						
	one (21) days of the contract award.						
	ou have checked item 2(A) or 2(B), n yourself, including family members			of <b>both</b> full-time and part-time employees, other ou must enter "0").			
	Full-time Er	nnlovees		Part-time Employees			
		npioyees					
Name of E	Business		Federal ID (or)	Social Security No.			
Address			Telephone				
Otto		Otata					
City		State	ZIP				
	certify that the above information is s affecting my coverage during any o			tify the Michigan DNR of any changes that occur ions.			
Signati	ure of Owner or Authorized Representative						
Title			Da	te			

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**

# Section 33 Hardwoods (11-009-25)

# T48N, R32W, SEC. 3; T49N, R32W, SEC. 34; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on July 31, 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 Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AC</u>	VERTISED PRICE	BID PRICE/UNIT
Paper Birch	0.4	MBF	\$	47.00/MBF	\$
Red Maple	4.8	MBF	\$	138.00/MBF	\$
Sugar Maple	16.5	MBF	\$	260.00/MBF	\$
Pulpwood					
Balsam Fir	20	Cords	\$	4.90/Cord	\$
Mixed Hardwood	698	Cords	\$	13.80/Cord	\$
Mixed Spruce	18	Cords	\$	10.90/Cord	\$
Paper Birch	5	Cords	\$	2.50/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 15.42 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:	<u> </u>
Company or individual bidding:		_
Company representative's name:		-
Address:		_
City: Sta	te:Zip:	_

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

Individual or company representative's signature: \_\_\_\_\_\_ Date: \_\_\_\_\_\_ Date: \_\_\_\_\_

Phone number :\_\_\_\_\_ Email (optional):\_\_\_\_\_

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

NOF NATURAL PESSOL	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY			
A DNR A	TIMBER SAL	E		Sale Number (XX – XXX – XX – XX)			
TCHIGH	VERIFICATION OF WORKE	" R'S DISABILIT	v				
	COMPENSATION ACT C		•	Forest Management Unit:			
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	er's Compensation) an	d				
VERIFIC	ATION OF WORKER'S DISABILIT		ON ACT COI	MPLIANCE			
	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 In	formation must be typed or printed	except for written s	ignatures.				
Please C	heck Appropriate Categories:						
1. Myb	usiness is organized as (you <b>must</b>	check <u>one</u> of the	boxes below)	:			
A. 🗆	Sole Proprietorship (individual)						
В. 🗆	Partnership						
C. 🗆	Corporation						
2. You	must check <u>one</u> of the boxes below	v:					
A. 🗆	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	t the sole proprietor. I am not subject to the			
В. 🗌	<ul> <li>B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> </ul>						
C. 🗆	l certify my business has a Worker's C one (21) days of the contract award.	Compensation Policy	. I will provide	an original Certificate of Insurance within twenty-			
	u have checked item 2(A) or 2(B), yourself, including family members			r of <b>both</b> full-time and part-time employees, other ou must enter "0").			
Full-time Employees		nployees		Part-time Employees			
Name of Dec							
Name of Bu	Siriess		rederar ID (or)	Social Security No.			
Address			Telephone				
			( )				
City		State	ZIP				
l hereby c	pertify that the above information is	true and correct	Lagree to po	tify the Michigan DNR of any changes that occur			
	affecting my coverage during any o						
Signatur	e of Owner or Authorized Representative						
Olgriatur	e of owner of Autionzed Representative						
Title			Da	ite			

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

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