

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6736

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on October 22, 2020. LOCATION: BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

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

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

<u>Hillside Hardwoods</u> (11-013-20) / T53N, R33W, SEC. 31, NW,N1/2SW. Houghton County, Advertised Price \$32,744.40, 203.8 Acres, Hardwood, Sugar Maple.

SALE NOTE: This sale originally received no bids when offered on 7-2-2020. The advertised prices were reduce an additional 25% for this offering.

Access may be through private land.

C43 Blowdown (11-020-20) / T51N, R35W, SEC. 23, W1/2SW.
Houghton County, Advertised Price \$7,714.35, 14.4 Acres, Hardwood, Aspen.

SALE NOTE: Note that Misc. Species 2 is mixed hardwood blowdown.

GNA20 Excursion East (11-802-20) / T50N, R35W, SEC. 10, SENE,SE.

T50N, R35W, SEC. 11, NENW, S1/2NW, W1/2NE, SW.

T50N, R35W, SEC. 14, NWNW.

T50N, R35W, SEC. 15, NENW, S1/2NW, NE, NESW.

Baraga County, Advertised Price \$111,359.85, 325.7 Acres, Hardwood, Aspen.

SALE NOTE: Access may be through other public land.

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

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 October 22, 2020. For further information concerning this sale, contact Brad Carlson at 906-353-6651.

2. Bidder's Qualifications (5/16)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and

Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

9. Timber Sale Contract (7/18)

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

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

10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

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

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

11. Certification and Chain-of-Custody (10/14)

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

12. Good Neighbor Authority (GNA) Requirements (7/16)

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

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

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

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

DAN EICHINGER
Director

TIMBER SALE INFORMATION

Hillside Hardwoods (11-013-20)

T53N, R33W, SEC. 31.

Houghton County (Advertised Price \$32,744.40)

SALE NOTE: This sale originally received no bids when offered on 7-2-2020. The advertised prices were reduce an additional 25% for this offering.

Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	19.0	MBF	\$	30.00 / MBF
Red Maple	244.5	MBF	\$	63.00 / MBF
Sugar Maple	112.2	MBF	\$	104.00 / MBF
White Ash	2.3	MBF	\$	25.00 / MBF
Yellow Birch	15.3	MBF	\$	52.00 / MBF
Pulpwood				
Balsam Fir	38	Cords	\$	1.50 / Cord
Basswood	50	Cords	\$	3.55 / Cord
Mixed Hardwood	1,085	Cords	\$	3.70 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 13.34 percent. There are an estimated 1,957 cords on this timber sale, plus or minus 261 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	25.9%
02	11.2%
03	31.4%
04	9.7%
05	21.8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2024.

SALE STATISTICS

SALE VOLUMES

VOLUME		VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR	MINIMUM	MAXIMUM		
154,581	1,957	13.34%	1,696	2,218		

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
1	36,451	461	34.72%	301	622
2	14,797	187	39.67%	113	262
3	49,652	629	22.14%	489	768
4	16,314	207	32.28%	140	273
5	37,375	473	21.15%	373	573
TOTAL:	154,587	1,957		1,416	2,497

VDU TO PAYMENT UNIT

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

VDU	VDU ACRES	PU	PU ACRES
1	44.0	1	44.0
2	21.6	2	21.6
3	55.1	3	55.0
		4	0.1
4	28.8	4	28.8
5	54.3	5	54.3
TOTAL:	203.8		203.8

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	7.3	MBF	44.0	\$8,492.40
	Red Maple		40.0	MBF		
	Sugar Maple		44.0	MBF		
	White Ash		2.3	MBF		
	Yellow Birch		2.3	MBF		
	Basswood	Pulpwood	16	Cords		
	Mixed Hardwood		255	Cords		
	Red Maple		102	Cords		
	Sugar Maple		145	Cords		
	White Ash		5	Cords		
	Yellow Birch		3	Cords		
2	Basswood	Sawtimber	2.7	MBF	21.6	\$3,683.70
	Red Maple		30.6	MBF		, ,
	Sugar Maple		12.8	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Basswood	i dipwood	8	Cords		
	Mixed Hardwood		84	Cords		
	Red Maple		65	Cords		
	Sugar Maple		17	Cords		
	Yellow Birch		2	Cords		
3	Red Maple	Sawtimber	83.7	MBF	55.0	\$10,259.30
3	·	Sawumber	32.7	MBF	55.0	\$10,259.30
	Sugar Maple					
	Yellow Birch	D	3.6	MBF		
	Balsam Fir	Pulpwood	17	Cords		
	Mixed Hardwood		371	Cords		
	Red Maple		224	Cords		
	Sugar Maple		99	Cords		
	Yellow Birch		48	Cords		
4	Basswood	Sawtimber	3.7	MBF	28.9	\$3,182.65
	Red Maple		34.2	MBF		
	Sugar Maple		1.9	MBF		
	Yellow Birch		5.7	MBF		
	Balsam Fir	Pulpwood	4	Cords		
	Basswood		7	Cords		
	Mixed Hardwood		106	Cords		
	Red Maple		78	Cords		
	Sugar Maple		16	Cords		
	Yellow Birch		12	Cords		
5	Basswood	Sawtimber	5.3	MBF	54.3	\$7,126.35
	Red Maple		56.0	MBF		
	Sugar Maple		20.8	MBF		
	Yellow Birch		3.7	MBF		
	Balsam Fir	Pulpwood	14	Cords		
	Basswood	·	19	Cords		
	Mixed Hardwood		269	Cords		
	Red Maple		187	Cords		
	Sugar Maple		73	Cords		
	Yellow Birch		9	Cords		
	, 5,,5,, 5,, 6,1	l	ı	1 25,43		1
		TOTAL:	393.3	MBF		

Sale Specific Conditions & Requirements

Sale Name: Hillside Hardwoods Sale Number: 11-013-20 Seq#: 2

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

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

Within Payment Unit(s) 1, 2, 3, 4 and 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.3 - 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.

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 26 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 will prohibit 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.

2.3 - Log Rule

2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the Scribner Decimal C Log Rule.

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.

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 (12/09)

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 the specified Purchase Unit Price.

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 shall be completed as 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, mulch and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

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

4.2.4 - Grading (10/16)

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

4.4 - 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 land-owner may be required by the DNR.

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.

5.1.6 - Utility R.O.W. (4/19)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the natural gas line R.O.W. for operations.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. See related spec 2.2.4 for additional details.

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

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, 2, 3, 4 and 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.

5.2.30 - Landing/road top soil protection (2/15)

Top soil on 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 instructions of the sale administrator.

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

5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

5.8 - Protection of Endangered Species

5.8.3 - Red shoulder hawk or goshawk (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.

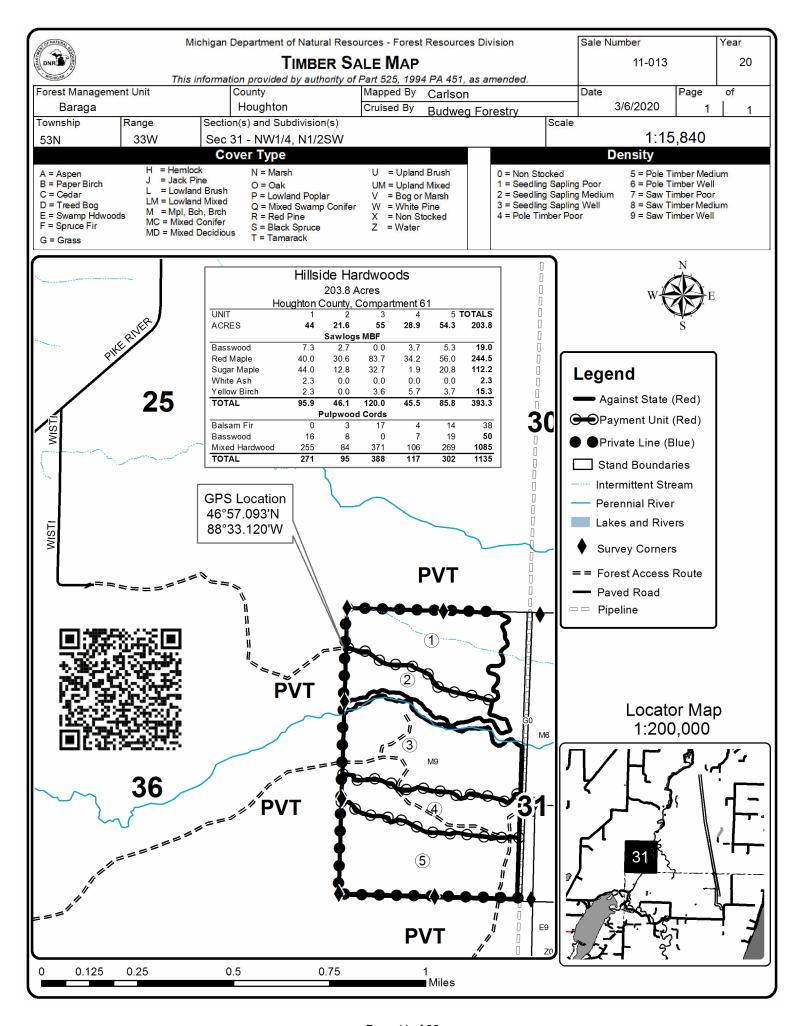
7 - Other Conditions

7.2 - Extensions

7.2.5 - Weather related extension (1/13)

If weather conditions during the operating period of this contract prevent harvesting, this sale may qualify for a weather related extension. If approved, the normal extension fee would be waived. To qualify, there must be a documented attempt each year to harvest in the difficult portion of the sale.

Section Name: Sale Specific Current as of 6/1/2020 2:15:21PM



TIMBER SALE INFORMATION

C43 Blowdown (11-020-20) T51N, R35W, SEC. 23.

Houghton County (Advertised Price \$7,714.35)

SALE NOTE: Note that Misc. Species 2 is mixed hardwood blowdown.

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

PRODUCTS & SPECIES	<u>ESTIMATE</u>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	1.3	MBF	\$	54.00 / MBF
Red Maple	10.5	MBF	\$	115.00 / MBF
Sugar Maple	15.3	MBF	\$	190.00 / MBF
Pulpwood				
Balsam Fir	13	Cords	\$	2.70 / Cord
Basswood	4	Cords	\$	6.50 / Cord
Mixed Aspen	89	Cords	\$	12.20 / Cord
Mixed Hardwood	353	Cords	\$	6.75 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 20.02 percent. There are an estimated 513 cords on this timber sale, plus or minus 103 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 \$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 remainder is due before cutting begins.

PAYMENT UNIT NUMBER

PERCENT OF TOTAL SALE VALUE

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2022.

SALE STATISTICS

SALE VOLUMES

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR	MINIMUM MAXIMUM	
40,550	513	20.02%	411	616

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
33	40,535	513	20.02%	410	616
TOTAL:	40,535	513		410	616

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
33	14.4	1	14.4
TOTAL:	14.4		14.4

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	1.3	MBF	14.4	\$7,714.35
	Red Maple		10.5	MBF		
	Sugar Maple		15.3	MBF		
	Balsam Fir	Pulpwood	13	Cords		
	Basswood		4	Cords		
	Mixed Aspen		89	Cords		
	B. T. Aspen		12	Cords		
	Quaking Aspen		77	Cords		
	Mixed Hardwood		353	Cords		
	American Elm		6	Cords		
	Misc. Species 2		64	Cords		
	Red Maple		142	Cords		
	Sugar Maple		141	Cords		
		TOTAL:	27.1	MBF		
		TOTAL:	459	Cords		

Sale Specific Conditions & Requirements

Sale Name: C43 Blowdown Sale Number: 11-020-20 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.

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 trees that are two (2) inches or more at DBH, except do not cut any cedar, hemlock, red oak or white pine.

2.1.11 - Description of timber note (2/04)

Note that the sale has received damage from a windstorm in July of 2020. An estimate of damaged timber included 12 cords of mixed aspen and 64 cords of mixed hardwood pulp (Misc. Species 2). This volume was obtained from MDNR cruise data and is included in the sale volumes. It is expected that additional volume will be damaged by wind due to weakened rooting.

2.2 - Utilization

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. If the chipping occurs then chips shall not be stored on site. This is because excessive woody debris inhibits regeneration.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall dispersed throughout the sale area, chipped and utilized, or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least ten (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. Contact the sale administrator for details of design and placement.

4.2 - Maintenance

4.2.4 - Grading (10/16)

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

5 - Operations

5.1 - Notification

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.

5.1.6 - Utility R.O.W. (4/19)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.11 - Slash for reforestation (5/07)

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

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 twelve (12) inches or greater in depth and fifty (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.

5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

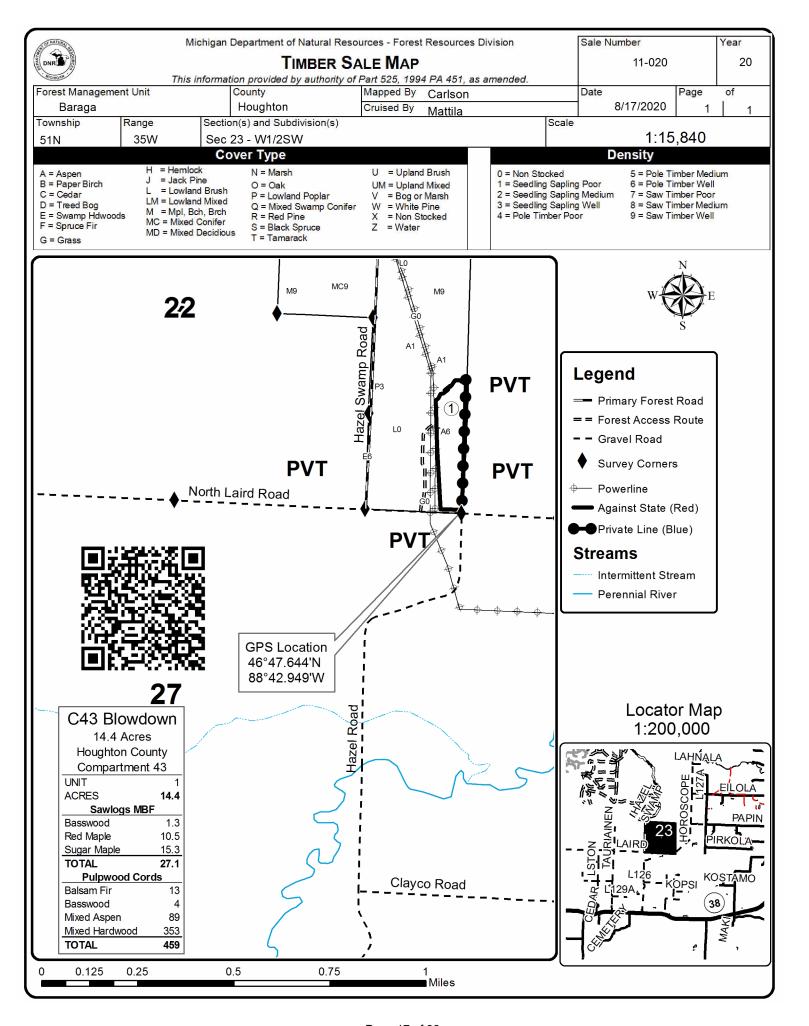
6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on North Laird Road prior to beginning operations. The road must be posted two hundred (200) feet 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 shall provide these signs.

Section Name: Sale Specific Current as of 9/11/2020 10:09:28AM



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TIMBER SALE INFORMATION

GNA20 Excursion East (11-802-20)

T50N, R35W, SEC. 10; T50N, R35W, SEC. 11; T50N, R35W, SEC. 14; T50N, R35W, SEC. 15.

Baraga County (Advertised Price \$111,359.85)

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 T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	69.4	MBF	\$	54.00 / MBF
Black Ash	5.4	MBF	\$	19.00 / MBF
Paper Birch	1.4	MBF	\$	50.00 / MBF
Red Maple	291.4	MBF	\$	115.00 / MBF
Sugar Maple	181.6	MBF	\$	190.00 / MBF
White Ash	50.3	MBF	\$	47.00 / MBF
Yellow Birch	18.0	MBF	\$	95.00 / MBF
Pulpwood				
Basswood	118	Cords	\$	6.50 / Cord
Mixed Hardwood	3,589	Cords	\$	6.75 / Cord
Quaking Aspen	849	Cords	\$	12.20 / Cord

^{*} The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$7,500.00 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:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	19.4%
02	8.3%
03	12.5%
04	17.6%
05	12.7%
06	19.7%
07	9.8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2024.

SALE STATISTICS

SALE VOLUMES

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
457,596	5,792	0.00%	5,792	5,792

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
1	78,613	995	18.11%	815	1,175
2	41,214	522	15.88%	439	605
3	50,189	635	31.56%	435	836
4	65,523	829	23.99%	630	1,028
5	62,852	796	17.10%	660	932
6	60,206	762	32.75%	513	1,012
7	47,147	597	17.62%	492	702
600	51,816	656	15.43%	555	757
TOTAL:	457,560	5,792		4,537	7,046

VDU TO PAYMENT UNIT

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

VDU	VDU ACRES	PU	PU ACRES
1	52.0	1	52.0
2	31.0	2	31.0
3	38.3	3	38.3
4	50.1	4	50.1
5	49.7	5	49.7
6	32.3	6	32.3
7	41.1	7	41.1
600	31.2	6	31.2
TOTAL:	325.7		325.7

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	42.5	MBF	52.0	\$21,652.35
	Black Ash		3.4	MBF		
	Red Maple		11.4	MBF		
	Sugar Maple		65.6	MBF		
	White Ash		2.0	MBF		
	Yellow Birch		5.0	MBF		
	Basswood	Pulpwood	50	Cords		
	Mixed Hardwood		685	Cords		
	Black Ash		7	Cords		
	Ironwood		3	Cords		
	Red Maple		135	Cords		
	Sugar Maple		520	Cords		
	White Ash		5	Cords		
	Yellow Birch		15	Cords		
2	Basswood	Sawtimber	5.1	MBF	31.0	\$9,291.30
	Red Maple		13.0	MBF		
	Sugar Maple		20.2	MBF		
	Basswood	Pulpwood	25	Cords		
	Mixed Hardwood		292	Cords		
	Red Maple		93	Cords		
	Sugar Maple		155	Cords		
	Yellow Birch		44	Cords		
	Quaking Aspen		127	Cords		
3	Basswood	Sawtimber	15.4	MBF	38.3	\$13,877.90
	Black Ash		2.0	MBF		ļ . 5,5. 7.6
	Red Maple		30.9	MBF		
	Sugar Maple		25.6	MBF		
	White Ash		29.9	MBF		
	Yellow Birch		3.7	MBF		
	Basswood	Pulpwood	31	Cords		
	Mixed Hardwood		390	Cords		
	Black Ash		10	Cords		
	Red Maple		114	Cords		
	Sugar Maple		200	Cords		
	White Ash		43	Cords		
	Yellow Birch		23	Cords		
4	Basswood	Sawtimber	5.1	MBF	50.1	\$19,611.90
	Red Maple		74.1	MBF		. ,
	Sugar Maple		32.1	MBF		
	White Ash		4.0	MBF		
	Yellow Birch		4.4	MBF		
	Basswood	Pulpwood	8	Cords		
	Mixed Hardwood	'	556	Cords		
	Red Maple		344	Cords		
	Sugar Maple		180	Cords		
	White Ash		9	Cords		
	Yellow Birch		23	Cords		
	Quaking Aspen		25	Cords		
5	Basswood	Sawtimber	1.3	MBF	49.7	\$14,121.70
J	Red Maple		56.0	MBF	10.7	ψιτ, ιΔι./ (
	Sugar Maple		12.9	MBF		
	Jugai Mapie		6.5	MBF		
	White Ash	l '		וטועון	1	
	White Ash Yellow Birch					
	Yellow Birch	Pulnwood	2.7	MBF		
	Yellow Birch Basswood	Pulpwood	2.7 4	MBF Cords		
	Yellow Birch	Pulpwood	2.7	MBF		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Sugar Maple	Pulpwood	159	Cords		
	White Ash		19	Cords		
	Yellow Birch		27	Cords		
	Quaking Aspen		55	Cords		
6	Red Maple	Sawtimber	71.3	MBF	63.5	\$21,917.80
	Sugar Maple		9.2	MBF		
	White Ash		7.9	MBF		
	Mixed Hardwood	Pulpwood	652	Cords		
	Red Maple		525	Cords		
	Sugar Maple		96	Cords		
	White Ash		19	Cords		
	Yellow Birch		12	Cords		
	Quaking Aspen		590	Cords		
7	Paper Birch	Sawtimber	1.4	MBF	41.1	\$10,886.90
	Red Maple		34.7	MBF		
	Sugar Maple		16.0	MBF		
	Yellow Birch		2.2	MBF		
	Mixed Hardwood	Pulpwood	436	Cords		
	Paper Birch		10	Cords		
	Red Maple		296	Cords		
	Sugar Maple		120	Cords		
	Yellow Birch		10	Cords		
	Quaking Aspen		52	Cords		
		TOTAL:	617.5	MBF		
		TOTAL:	4,556	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA20 Excursion East Sale Number: 11-802-20 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red and orange paint. Exterior sale boundary lines against private property are marked with orange paint and red blaze. Exterior sale boundary lines against USFS are marked with orange paint. Interior Payment Unit boundaries are marked with orange paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-7, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of eight (8) inches.

2.2.4 - Skidding length (2/14)

The skidding of lengths over seventeen (17) feet is permissible so long as the sale administrator approves the method and equipment used. If at any point damage exceeds levels specified in spec 3.4.1, all remaining wood shall be skid in lengths less than seventeen (17) feet.

2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization, shall be removed from the sale area. This is because the excess woody debris prohibits 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.

2.2.12 - GNA, cut and remove Included Timber (3/18)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

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 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

4.1.3 - 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 (12/09)

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 the specified Purchase Unit Price.

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, their placement shall be as 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 twelve (12) inches in diameter and twenty four (24) feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soil shall be maintained and left in a non-erodible condition, with water bars, seed, mulch and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, shall be obtained by the DNR.

4.1.6 - Road construction (1/09)

Improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, not left in windrows and kept a minimum of ten (10) feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least ten (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)

Designated existing roads will need to be closed. These road closures are shown on the Timber Sale Map. In general, this will require constructing double earthen berms at strategic locations. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for details of design and placement.

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

The following road work is required: the Purchaser shall apply gravel at entrances onto Prickett Dam Road used during the timber sale. This work needs to be done prior to any hauling activity. Gravel used must be from a weed free source. In general, this will require between five (5) and ten (10) yards of gravel per entrance and must be completed per the instruction of the sale administrator.

4.1.12 - No new roads (1/12)

No new roads will be permitted within any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or their representative. The restriction may occur during spring breakup and 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.

4.2.4 - Grading (10/16)

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

4.4 - Access

4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or their representative.

5 - Operations

5.1 - Notification

5.1.6 - Utility R.O.W. (4/19)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations. UPPCO may be contacted at (906) 449-2013 to obtain this permission.

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 ten (10) feet back from the orange 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.

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed twenty four (24) inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding and hauling is restricted to August 1 to September 31 and frozen winter conditions.

Within Payment Unit(s) 2-7, unless changed by written agreement, cutting, skidding and hauling is restricted to July 1 to September 31 and frozen winter conditions. This restriction is because of USFS operating season restrictions.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-7, 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.

5.2.30 - Landing/road top soil protection (2/15)

Top soil on landings and 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 instruction of the sale administrator.

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 six (6) inches or greater in depth and twenty five (25) 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.

5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to vernal depressions. All equipment, trees and tops should be kept out of this area. Within one hundred (100) feet of vernal depressions, equipment may only be operated when the soil is in either a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (1/16)

- (a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.
- (b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":
- (i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.
- (ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).
- (iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.
- (iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.
- (v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Prickett Dam Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser shall provide these signs.

7 - Other Conditions

SKIP

7.1.1 - GNA, title (7/16)

General Condition & Requirement 7.1 is inapplicable. The following applies to this contract.

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan acting on behalf of the USDA Forest Service under this GNA contract, until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in USDA Forest Service.

7.3 - Contract Modifications

- 7.3.4 GNA, contract suspension and modification (5/16)
- (a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:
- (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
- (ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or
- (iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.
- (b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:
- (i) a no cost contract extension,
- (ii) reimbursement for Out-of-Pocket Expenses,

however, the foregoing remedies shall be available only to the extent that the Unit Manager's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

- (c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.
- (d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

7.5 - Loss

7.5.2 - GNA, liability for loss (7/16)

If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

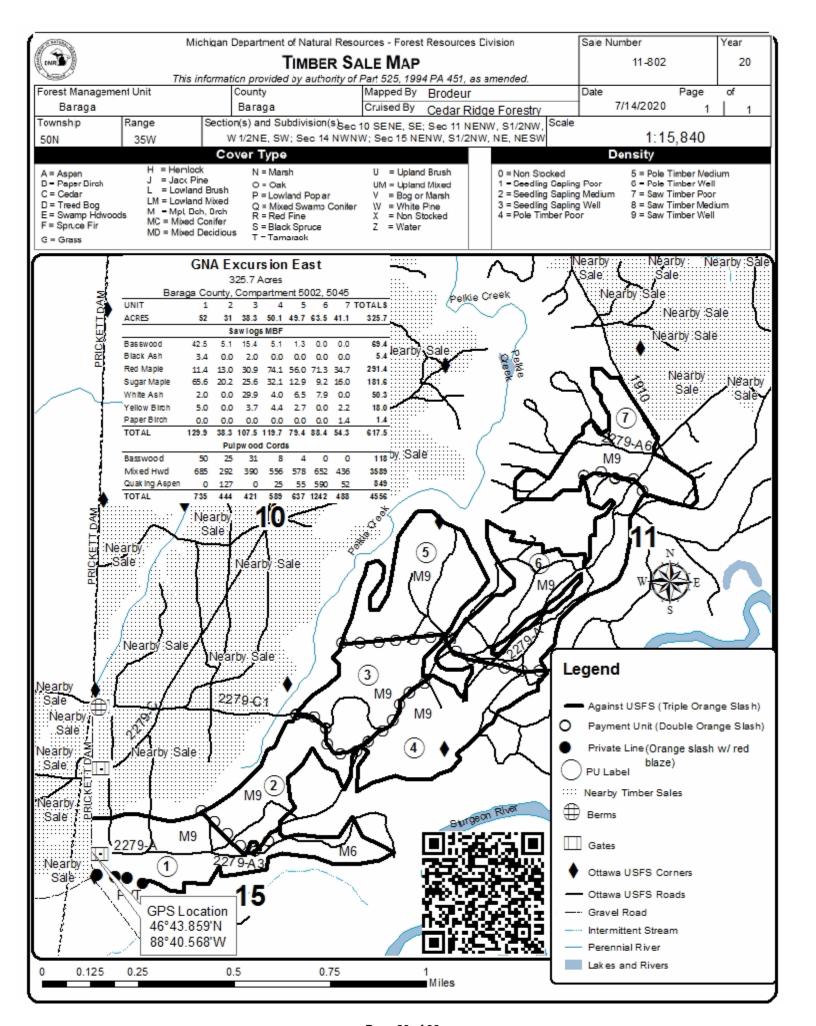
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to remove and pay for such timber. This Subsection shall not be construed to relieve either party of liability for negligence.

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the MDNR as part of a Good Neighbor Authority (GNA) agreement.

Section Name: Sale Specific Current as of 9/8/2020 10:26:46AM



BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

GNA20 Excursion East (11-802-20)

T50N, R35W, SEC. 10; T50N, R35W, SEC. 11; T50N, R35W, SEC. 14; T50N,

In response to the notice of sale to be held 9:00 a.m. (local time) on October 22, 2020, 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 VOLUME*	<u>AI</u>	OVERTISED PRICE	BID PRICE/UNIT
Sawtimber	00.4.1405	_	54.00 m	•
Basswood	69.4 MBF	\$	54.00/MBF	\$
Black Ash	5.4 MBF	\$	19.00/MBF	\$
Paper Birch	1.4 MBF	\$	50.00/MBF	\$
Red Maple	291.4 MBF	\$	115.00/MBF	\$
Sugar Maple	181.6 MBF	\$	190.00/MBF	\$
White Ash	50.3 MBF	\$	47.00/MBF	\$
Yellow Birch	18.0 MBF	\$	95.00/MBF	\$
Pulpwood				
Basswood	118 Cords	\$	6.50/Cord	\$
Mixed Hardwood	3,589 Cords	\$	6.75/Cord	\$
Quaking Aspen	849 Cords	\$	12.20/Cord	\$
ı				

^{*}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 SECT	DRITY NUMBER:			
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual	vidual or company representative's signature: Date:					
Phone nu	ımber :	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.				
Ple	lease Check Appropriate Categories:				
1.	 My business is organized as (you must check one of the A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation 	ne boxes below):			
2.	. You must check <u>one</u> of the boxes below:				
	A. I certify my business is a sole proprietorship and it has a Worker's Compensation Laws.	A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the			
	B. I certify my business has satisfied its o bligation to the V	Worker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For /orker's Compensation Bureau at 517-322-1195).			
	C. I certify my business has a Worker's Compensation Polone (21) days of the contract award.	licy. I will provide an original Certificate of Insurance within twenty-			
 If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employee than yourself, including family members and active partners (if none, you must enter "0"). 					
	Full-time Employees	Part-time Employees			
Nam	ame of Business	Federal ID (or) Social Security No.			
Address		Telephone ()			
City	ty State	ZIP			
in fa _	factors affecting my coverage during any of my present ar	tt. I agree to notify the Michigan DNR of any changes that occur nd future operations.			
S	Signature of Owner or Authorized Representative				
T	Title	Date			

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

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

BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

<u>C43 Blowdown (11-020-20)</u> T51N, R35W, SEC. 23; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on October 22, 2020, 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.

\$ 54.00/MBF \$
\$ 115.00/MBF \$
\$ 190.00/MBF \$
s \$ 2.70/Cord \$
s \$ 6.50/Cord \$
s \$ 12.20/Cord \$
s \$ 6.75/Cord \$

*The volumes are statistically estimated within plus (+) or minus (-) 20.02 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 or company representative's signature: 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.				
Ple	lease Check Appropriate Categories:				
1.	 My business is organized as (you must check one of the A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation 	ne boxes below):			
2.	. You must check <u>one</u> of the boxes below:				
	A. I certify my business is a sole proprietorship and it has a Worker's Compensation Laws.	A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the			
	B. I certify my business has satisfied its o bligation to the V	Worker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For /orker's Compensation Bureau at 517-322-1195).			
	C. I certify my business has a Worker's Compensation Polone (21) days of the contract award.	licy. I will provide an original Certificate of Insurance within twenty-			
 If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employee than yourself, including family members and active partners (if none, you must enter "0"). 					
	Full-time Employees	Part-time Employees			
Nam	ame of Business	Federal ID (or) Social Security No.			
Address		Telephone ()			
City	ty State	ZIP			
in fa _	factors affecting my coverage during any of my present ar	tt. I agree to notify the Michigan DNR of any changes that occur nd future operations.			
S	Signature of Owner or Authorized Representative				
T	Title	Date			

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

Hillside Hardwoods (11-013-20) T53N, R33W, SEC. 31; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on October 22, 2020, 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.

<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
19.0	MBF	\$	30.00/MBF	\$
244.5	MBF	\$	63.00/MBF	\$
112.2	MBF	\$	104.00/MBF	\$
2.3	MBF	\$	25.00/MBF	\$
15.3	MBF	\$	52.00/MBF	\$
38	Cords	\$	1.50/Cord	\$
50	Cords	\$	3.55/Cord	\$
1,085	Cords	\$	3.70/Cord	\$
	19.0 244.5 112.2 2.3 15.3 38 50	19.0 MBF 244.5 MBF 112.2 MBF 2.3 MBF 15.3 MBF 38 Cords 50 Cords 1,085 Cords	19.0 MBF \$ 244.5 MBF \$ 112.2 MBF \$ 2.3 MBF \$ 15.3 MBF \$ 38 Cords \$ 50 Cords \$	19.0 MBF \$ 30.00/MBF 244.5 MBF \$ 63.00/MBF 112.2 MBF \$ 104.00/MBF 2.3 MBF \$ 25.00/MBF 15.3 MBF \$ 52.00/MBF 38 Cords \$ 1.50/Cord 50 Cords \$ 3.55/Cord

*The volumes are statistically estimated within plus (+) or minus (-) 13.34 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 PERSOI	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.	
Individual	dual or company representative's signature: Date:				
Phone nu	ımher ·	Fmail (ontional).		

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.

Signature of Owner or Authorized Representative

Title

Part 5 of Act 451 of 1994, as amended.					
VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE					
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.				
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
Ple	ase Check Appropriate Categories:				
1.	 My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 				
2.	 You must check one of the boxes below: A. ☐ 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 Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. 				
3.	3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").				
	Full-time En	nployees	Part-time Employees		
Name of Business			Federal ID (or) Social Security No.		
Address			Telephone ()		
City		State	ZIP		
	reby certify that the above information is actors affecting my coverage during any c		I agree to notify the Michigan DNR of any changes that occur future operations.		

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

Date

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