

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6737

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on November 12, 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:

Bambi Block (11-011-20) / T51N, R35W, SEC. 7, SW. Houghton County, Advertised Price \$47,489.40, 144.9 Acres, Hardwood, Sugar Maple.

SALE NOTE: Access may be through private land.

Horse Barn (11-019-20) / T52N, R30W, SEC. 6 , NW,NWNE,NWSW.
T52N, R31W, SEC. 1 , E1/2NE.
Baraga County, Advertised Price \$43,086.05, 112.6 Acres, Hardwood, Aspen.

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 November 12, 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

Bambi Block (11-011-20)

T51N, R35W, SEC. 7.

Houghton County (Advertised Price \$47,489.40)

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 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	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	78.2	MBF	\$	57.00 / MBF
Red Maple	15.1	MBF	\$	101.00 / MBF
Sugar Maple	184.6	MBF	\$	183.00 / MBF
White Ash	6.9	MBF	\$	50.00 / MBF
Yellow Birch	8.1	MBF	\$	65.00 / MBF
Pulpwood				
Basswood	159	Cords	\$	6.50 / Cord
Mixed Hardwood	962	Cords	\$	6.05 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 11.09 percent. There are an estimated 1,706 cords on this timber sale, plus or minus 189 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	25.3%
02	30.2%
03	22.9%
04	6.4%
05	15.2%

- 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 RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	R MINIMUM MAXIMUM			
134,795	1,706	11.09%	1,517	1,895		

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	34,223	433	21.62%	340	527
2	42,004	532	20.70%	422	642
3	30,115	381	26.13%	282	481
4	8,026	102	30.04%	71	132
5	20,429	259	22.48%	200	317
TOTAL:	134,798	1,706		1,314	2,098

VDU TO PAYMENT UNIT

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

TOTAL:	144.9		144.9
5	19.0	5	19.0
4	9.7	4	9.7
3	38.3	3	38.3
		2	39.8
2	39.9	1	0.1
		3	0.1
1	38.0	1	37.9
VDU	VDU ACRES	PU	PU ACRES

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	25.2	MBF	38.0	\$12,030.95
	Red Maple		2.1	MBF		
	Sugar Maple		46.5	MBF		
	Yellow Birch		2.3	MBF		
	Basswood	Pulpwood	52	Cords		
	Mixed Hardwood		229	Cords		
	Red Maple		17	Cords		
	Sugar Maple		194	Cords		
	Yellow Birch		18	Cords		
2	Basswood	Sawtimber	36.6	MBF	39.8	\$14,342.65
	Red Maple		4.0	MBF		
	Sugar Maple		51.5	MBF		
	White Ash		5.0	MBF		
	Yellow Birch		2.1	MBF		
	Basswood	Pulpwood	73	Cords		
	Mixed Hardwood	-	259	Cords		
	Red Maple		25	Cords		
	Sugar Maple		202	Cords		
	White Ash		9	Cords		
	Yellow Birch		23	Cords		
3	Basswood	Sawtimber	16.4	MBF	38.4	\$10,894.55
	Red Maple		3.1	MBF		
	Sugar Maple		44.2	MBF		
	Basswood	Pulpwood	34	Cords		
	Mixed Hardwood		221	Cords		
	Red Maple		32	Cords		
	Sugar Maple		184	Cords		
	Yellow Birch		5	Cords		
4	Red Maple	Sawtimber	0.8	MBF	9.7	\$3,020.95
	Sugar Maple		13.2	MBF		
	White Ash		1.9	MBF		
	Mixed Hardwood	Pulpwood	71	Cords		
	Red Maple	-	9	Cords		
	Sugar Maple		45	Cords		
	White Ash		8	Cords		
	Yellow Birch		9	Cords		
5	Red Maple	Sawtimber	5.1	MBF	19.0	\$7,200.30
	Sugar Maple		29.2	MBF		
	Yellow Birch		3.7	MBF		
	Mixed Hardwood	Pulpwood	182	Cords		
	Red Maple		44	Cords		
				Cords		
	Sugar Maple		116	Corus		
			116 22	Cords		
	Sugar Maple	TOTAL:				

Page 7 of 24

Sale Specific Conditions & Requirements

Sale Name: Bambi Block Sale Number: 11-011-20 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue 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

2.2.1 - 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 8 inches.

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. Chips are considered a product and cannot be stockpiled on site. This is because excessive woody debris inhibit regeneration.

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 merchantable trees. Rates for damaged trees will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation

4.1 - Construction

4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for any crossings on State Forest Land. Please notify the DNR 90 days prior to any work on crossings that will require a EGLE permit.

4.1.3 - Slash and earthen piles (8/04)

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

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. Stream crossing permits, on State Forest Land, will be obtained by the DNR. Please notify the DNR 90 days prior to doing any work on crossings that require a EGLE permit.

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. Some existing roads may also need to be closed, see the Timber Sale Map for locations. In general, this will require constructing double earthen berms at strategic locations. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands. The sale administrator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

4.2.4 - 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

5.1.4 - Post-sale conference (10/16)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.11 - Slash for reforestation (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.

5.2.3 - 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 the instructions of the sale administrator by June 30 following harvest completion to allow for re-vegetation before the dry season.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

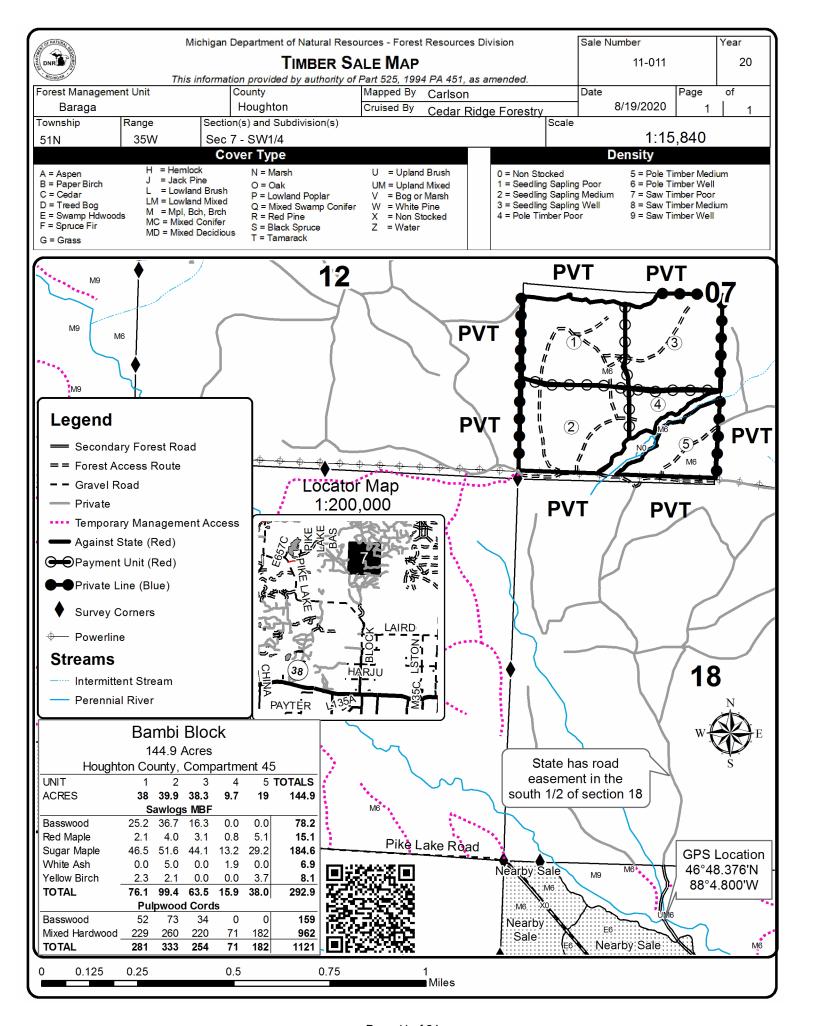
6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

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

Section Name: Sale Specific Current as of 10/7/2020 4:45:16PM



Page '	12 of	24
--------	-------	----

TIMBER SALE INFORMATION

Horse Barn (11-019-20) T52N, R30W, SEC. 6; T52N, R31W, SEC. 1.

Baraga County (Advertised Price \$43,086.05)

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	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
Red Maple	296.8	MBF	\$	101.00 / MBF
Sugar Maple	24.5	MBF	\$	183.00 / MBF
Pulpwood				
Balsam Fir	3	Cords	\$	2.50 / Cord
Mixed Hardwood	1,312	Cords	\$	6.05 / Cord
Paper Birch	13	Cords	\$	10.50 / Cord
Quaking Aspen	73	Cords	\$	5.80 / Cord
White Spruce	21	Cords	\$	5.75 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 16.31 percent. There are an estimated 4,576 cords on this timber sale, plus or minus 746 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 \$4,000.00 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:

(0) : 4)	
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALU
01	81.9%
02	9.7%
03	3.7%
04	4.7%

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

SALE STATISTICS

SALE VOLUMES

VOL	JME		VOLUME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
361,539	4,576	16.31%	3,830	5,323		

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
37	312,737	3,959	11.84%	3,490	4,427
39	28,187	357	28.86%	254	460
43	7,371	93	38.93%	57	130
44	13,256	168	24.58%	127	209
TOTAL:	361,551	4,577		3,927	5,226

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.

44 TOTAL:	6.6 112.6	3	6.6 112.6
43	14.0	4	14.0
39	16.4	2	16.4
37	75.6	1	75.6
VDU	VDU ACRES	PU	PU ACRES

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	260.3	MBF	75.6	\$35,305.95
	Sugar Maple		16.9	MBF		
	Mixed Hardwood	Pulpwood	979	Cords		
	Red Maple		852	Cords		
	Sugar Maple		127	Cords		
2	Red Maple	Sawtimber	27.1	MBF	16.4	\$4,176.80
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Hardwood		156	Cords		
	Red Maple		126	Cords		
	Sugar Maple		19	Cords		
	Yellow Birch		11	Cords		
	Paper Birch		4	Cords		
	Quaking Aspen		73	Cords		
	White Spruce		4	Cords		
3	Red Maple	Sawtimber	6.4	MBF	6.6	\$1,589.90
	Sugar Maple		0.7	MBF		
	Mixed Hardwood	Pulpwood	103	Cords		
	Red Maple		42	Cords		
	Sugar Maple		53	Cords		
	Yellow Birch		8	Cords		
	Paper Birch		9	Cords		
	White Spruce		17	Cords		
4	Red Maple	Sawtimber	3.0	MBF	14.0	\$2,013.40
	Sugar Maple		6.9	MBF		
	Mixed Hardwood	Pulpwood	74	Cords		
	Red Maple		23	Cords		
	Sugar Maple		51	Cords		
		TOTAL:	321.3	MBF		
TOTAL:				Cords		

Page 15 of 24

Sale Specific Conditions & Requirements

Sale Name: Horse Barn Sale Number: 11-019-20 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 except along Liimatainen Road where the edge of the road is the exterior sale boundary. 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

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

Within Payment Unit(s) 2 and 3, cut all trees that are two (2) inches or more at DBH except red oak, hemlock, white pine and cedar.

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 red oak, hemlock, cedar, white pine, yellow birch and paper birch. Also, all red maple and sugar maple that are 22" DBH and larger are to be retained.

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

Within Payment Unit(s) 4, 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 (2/14)

In payment units 1 and 4 the skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

2.2.8 - Utilization and removal (5/14)

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

2.2.11 - Chipping restriction (9/14)

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

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, or be 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. 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 specific details of design and placement.

4.2 - Maintenance

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or 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.

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The county must be contacted prior to harvesting in the county road R-O-W. This applies to Payment Units 2, 3 and 4 and Liimatainen Road.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (9/16)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the red 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.

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (9/16)

All slash must be removed at least 10 feet from the cleared right-of-way of forest roads.

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, 2, 3 and 4, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to April 15. This restriction is because the sale is located in a deer wintering area.

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.

5.4.2 - 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.

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.

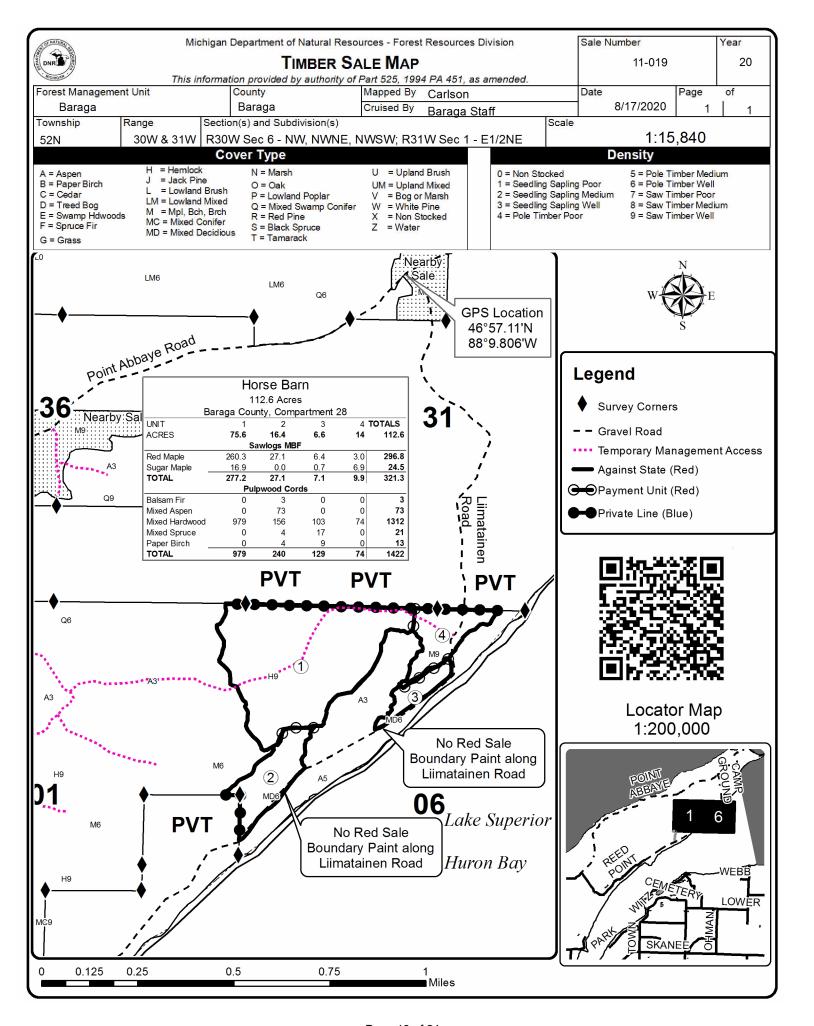
6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on the Liimatianen Road prior to beginning operations. The road must be posted 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 will provide these signs.

Section Name: Sale Specific Current as of 10/7/2020 4:19:05PM



Page 20 of 24	
---------------	--

BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

Bambi Block (11-011-20) T51N, R35W, SEC. 7; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on November 12, 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	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	<u>VERTISED PRICE</u>	BID PRICE/UNIT
Sawtimber					
Basswood	78.2	MBF	\$	57.00/MBF	\$
Red Maple	15.1	MBF	\$	101.00/MBF	\$
Sugar Maple	184.6	MBF	\$	183.00/MBF	\$
White Ash	6.9	MBF	\$	50.00/MBF	\$
Yellow Birch	8.1	MBF	\$	65.00/MBF	\$
Pulpwood					
Basswood	159	Cords	\$	6.50/Cord	\$
Mixed Hardwood	962	Cords	\$	6.05/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 11.09 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.

	EDERAL ID: or SOCIAL SECURITY NUMBER:				İ	
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAILA	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	ridual or company representative's signature: Date:					
Phone number :			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:		
r orest management omt.		

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

Please Check Appropriate Categories:

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.

1.	My business is organized as (you must check <u>one</u> of the boxes below): A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation				
2.	. You must check <u>one</u> of the boxes below:				
	A. I certify my business is a sole propriete Worker's Compensation Laws.	orship and it has no	employees bu	It the sole proprietor.	I am not subject to the
	B. I certify my business has satisfied its of Exclusion (BWC-337, Rev. 5/96). I will questions or a copy of the BWC-337,	Il provide a copy of	the Notice of E	Exclusion within 21 day	ys of the contract award. (For
	C. I certify my business has a Worker's Cone (21) days of the contract award.	Compensation Polic	y. I will provide	e an original Certificate	e of Insurance within twenty-
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").			and part-time employees, other	
	Full-time En	nployees			_Part-time Employees
Nam	ne of Business		Federal ID (or) Social Security No.	
Addı	ress		Telephone ()		
City		State	ZIP		
in fa _	ereby certify that the above information is actors affecting my coverage during any co				NR of any changes that occur
T	itle		D	ate	

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

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

BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

Horse Barn (11-019-20)

T52N, R30W, SEC. 6; T52N, R31W, SEC. 1; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on November 12, 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.

ESTIMATED	VOLUME"	<u>AL</u>	VERTISED PRICE	BID PRICE/UNIT
296.8	MBF	\$	101.00/MBF	\$
24.5	MBF	\$	183.00/MBF	\$
3	Cords	\$	2.50/Cord	\$
1,312	Cords	\$	6.05/Cord	\$
13	Cords	\$	10.50/Cord	\$
73	Cords	\$	5.80/Cord	\$
21	Cords	\$	5.75/Cord	\$
	296.8 24.5 3 1,312 13 73	24.5 MBF 3 Cords 1,312 Cords 13 Cords 73 Cords	296.8 MBF \$ 24.5 MBF \$ 3 Cords \$ 1,312 Cords \$ 13 Cords \$ 73 Cords \$	296.8 MBF \$ 101.00/MBF 24.5 MBF \$ 183.00/MBF 3 Cords \$ 2.50/Cord 1,312 Cords \$ 6.05/Cord 13 Cords \$ 10.50/Cord 73 Cords \$ 5.80/Cord

*The volumes are statistically estimated within plus (+) or minus (-) 16.31 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 S	SECURITY NUMBER:	₹:			
	Company or individual bidding:						
	Company representativ						
	Address:						
	City:	State:	Zip:				
IF AVAILA	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual	dividual or company representative's signature: Date:						
Phone number :			nail (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



Title

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	ease Check Appropriate Categories:				
1.	My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation				
2.	 You must check 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.	If you have checked item 2(A) or 2(B), than yourself, including family members		ate the number of both full-time and part-time employees, other ers (if none, you must enter "0").		
	Full-time En	nployees	Part-time Employees		
Nam	ne of Business		Federal ID (or) Social Security No.		
Addı	ress		Telephone ()		
City		State	ZIP		
	ereby 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 d future operations.		
S	Signature of Owner or Authorized Representative				

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

Date