

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #6758**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on December 10, 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:

Oak Shelterwood (11-001-20) / T48N, R31W, SEC. 8 , NW,N1/2SW,NWSE.

Baraga County, Advertised Price \$42,333.75, 193.2 Acres, Hardwood, Spruce/Fir/Tamarack.

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

Snuffless Hardwoods (11-010-20) / T51N, R36W, SEC. 11, SESE.

T51N, R36W, SEC. 13, NW.

T51N, R36W, SEC. 14, E1/2NE.

Houghton County, Advertised Price \$25,977.30, 108.2 Acres, Hardwood, Sugar Maple.

C43 Blowdown (11-020-20) / T51N, R35W, SEC. 23, W1/2SW.

Houghton County, Advertised Price \$1,644.65, 14.4 Acres, Hardwood, Aspen.

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

PJ Aspen (11-021-19) / T51N, R37W, SEC. 26, W1/2NW,NWSW.

T51N, R37W, SEC. 27, S1/2NE,N1/2SE.

T51N, R37W, SEC. 28, S1/2SW,SWSE.

T51N, R37W, SEC. 33, N1/2NW.

Ontonagon County, Advertised Price \$12,313.50, 115.2 Acres, Hardwood, Aspen.

SALE NOTE: Access may be through private land.

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

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

Bids must be received by the Unit Manager, BARAGA OFFICE, 427 US 41 North, Baraga, MI 49908, no later than 9:00 a.m. (local time) on December 10, 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

# Oak Shelterwood (11-001-20)

T48N, R31W, SEC. 8.

Baraga County (Advertised Price \$42,333.75)

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

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

PRODUCTS & SPECIES	<u>ESTIMATE</u>	D UNITS*	<u>adve</u>	ERTISED PRICE
Sawtimber				
Black Ash	10.2	MBF	\$	15.00 / MBF
Paper Birch	8.4	MBF	\$	43.00 / MBF
Red Maple	30.0	MBF	\$	77.00 / MBF
Red Oak	22.7	MBF	\$	109.00 / MBF
Sugar Maple	142.1	MBF	\$	127.00 / MBF
Yellow Birch	22.1	MBF	\$	51.00 / MBF
Pulpwood				
Balsam Fir	158	Cords	\$	2.20 / Cord
Mixed Aspen	201	Cords	\$	4.90 / Cord
Mixed Hardwood	3,341	Cords	\$	4.50 / Cord
Mixed Spruce	184	Cords	\$	4.05 / Cord
Paper Birch	81	Cords	\$	9.25 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.93 percent. There are an estimated 6,178 cords on this timber sale, plus or minus 552 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 \$5,000.00 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	7.9%
02	4.1%
03	34.9%
04	23.3%
05	7.6%
06	22.2%

- 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**

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
488,030	6,178	8.93%	5,626	6,729

# **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	57,038	722	21.87%	564	880
2	70,476	892	42.03%	517	1,267
3	100,836	1,276	18.17%	1,044	1,508
4	101,491	1,285	13.01%	1,118	1,452
5	51,848	656	22.00%	512	801
6	106,326	1,346	14.47%	1,151	1,541
TOTAL:	488,015	6,177		4,906	7,448

# **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	21.7	1	21.7
2	26.6	2	26.6
3	35.0	3	35.0
4	32.5	4	32.4
		5	0.1
5	24.3	5	24.3
6	53.1	5	0.1
		6	53.0
TOTAL:	193.2		193.2

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Paper Birch	Sawtimber	2.4	MBF	21.7	\$3,346.40
	Red Maple		5.6	MBF		
	Sugar Maple		2.8	MBF		
	Yellow Birch		3.8	MBF		
	Balsam Fir	Pulpwood	24	Cords		
	Mixed Aspen		12	Cords		
	B. T. Aspen		12	Cords		
	Mixed Hardwood		423	Cords		
	Red Maple		295	Cords		
	Sugar Maple		61	Cords		
	Yellow Birch		67	Cords		
	Mixed Spruce		20	Cords		
	Black Spruce		7	Cords		
	White Spruce		13	Cords		
	Paper Birch		18	Cords		
2	Red Maple	Sawtimber	1.5	MBF	26.6	\$1,756.60
	Balsam Fir	Pulpwood	6	Cords		
	Mixed Aspen		54	Cords		
	B. T. Aspen		15	Cords		
	Quaking Aspen		39	Cords		
	Mixed Hardwood		245	Cords		
	Red Maple		116	Cords		
	Sugar Maple		72	Cords		
	Yellow Birch		57	Cords		
	Mixed Spruce		21	Cords		
	Black Spruce	· I	21	Cords		
	Paper Birch		19	Cords		
3	Black Ash	Sawtimber	4.0	MBF	35.0	\$14,803.70
	Red Maple		7.6	MBF		
	Red Oak		11.9	MBF		
	Sugar Maple		66.1	MBF		
	Yellow Birch		4.0	MBF		
	Balsam Fir	Pulpwood	14	Cords		
	Mixed Aspen		17	Cords		
	B. T. Aspen		17	Cords		
	Mixed Hardwood		838	Cords		
	Black Ash		19	Cords		
	Ironwood		4	Cords		
	Red Maple		299	Cords		
	Red Oak		37	Cords		
	Sugar Maple		409	Cords		
	Yellow Birch		70	Cords		
	Mixed Spruce		27	Cords		
	White Spruce		27	Cords		
	Paper Birch		29	Cords		<b>.</b>
4	Black Ash	Sawtimber	2.3	MBF	32.4	\$9,846.05
	Paper Birch		3.3	MBF		
	Red Maple		3.6	MBF		
	Red Oak		10.8	MBF		
	Sugar Maple		35.8	MBF		
	Yellow Birch	Dudania I	3.3	MBF		
	Balsam Fir	Pulpwood	12	Cords		
	Mixed Hardwood		736	Cords		
	Black Ash		15	Cords		
	Ironwood Red Maple		5 247	Cords Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Red Oak	Pulpwood	21	Cords		
	Sugar Maple		380	Cords		
	Yellow Birch		68	Cords		
	Mixed Spruce		24	Cords		
	White Spruce		24	Cords		
	Paper Birch		7	Cords		
5	Sugar Maple	Sawtimber	9.1	MBF	24.5	\$3,197.1
	Yellow Birch		3.0	MBF		
	Balsam Fir	Pulpwood	35	Cords		
	Mixed Aspen		77	Cords		
	B. T. Aspen		62	Cords		
	Quaking Aspen	l	15	Cords		
	Mixed Hardwood		289	Cords		
	Black Cherry		11	Cords		
	Red Maple		106	Cords		
	Sugar Maple		159	Cords		
	Yellow Birch		13	Cords		
	Mixed Spruce		33	Cords		
	White Spruce		33	Cords		
6	Black Ash	Sawtimber	3.9	MBF	53.0	\$9,383.8
	Paper Birch		2.7	MBF		
	Red Maple		11.7	MBF		
	Sugar Maple		28.3	MBF		
	Yellow Birch		8.0	MBF		
	Balsam Fir	Pulpwood	67	Cords		
	Mixed Aspen		41	Cords		
	B. T. Aspen		41	Cords		
	Mixed Hardwood		810	Cords		
	Black Ash		25	Cords		
	Ironwood		14	Cords		
	Red Maple		418	Cords		
	Sugar Maple		259	Cords		
	Yellow Birch		94	Cords		
	Mixed Spruce		59	Cords		
	White Spruce		59	Cords		
	Paper Birch		8	Cords		
		TOTAL:	235.5	MBF		
		TOTAL:	3,965	Cords		

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# Sale Specific Conditions & Requirements

Sale Name: Oak Shelterwood Sale Number: 11-001-20 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. Interior Payment Unit boundaries are marked with red paint. Red painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

# 2.1 - Included Timber

# 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1-6, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any hemlock, white pine, red pine, cedar and unmarked oak. In addition, do not cut yellow birch 20 inches at DBH and larger. Also, within Payment Units 3, 4, 5, and 6, all oak marked with orange paint are designated for cutting.

# 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.

# 2.2.8 - 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 stockpiles on site. This is because chip piles 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 oak tree seedlings and saplings. Within the sale area, if more than 50% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to undesignated live merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

# 4 - Transportation

# 4.1 - Construction

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

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

# 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 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. Unless other wise directed culverts are to be 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, or needs to be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

# 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

# 4.2 - Maintenance

# 4.2.2 - 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.

# 5.1.4 - 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.

# 5.2.30 - 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.

# 5.2.32 - 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.

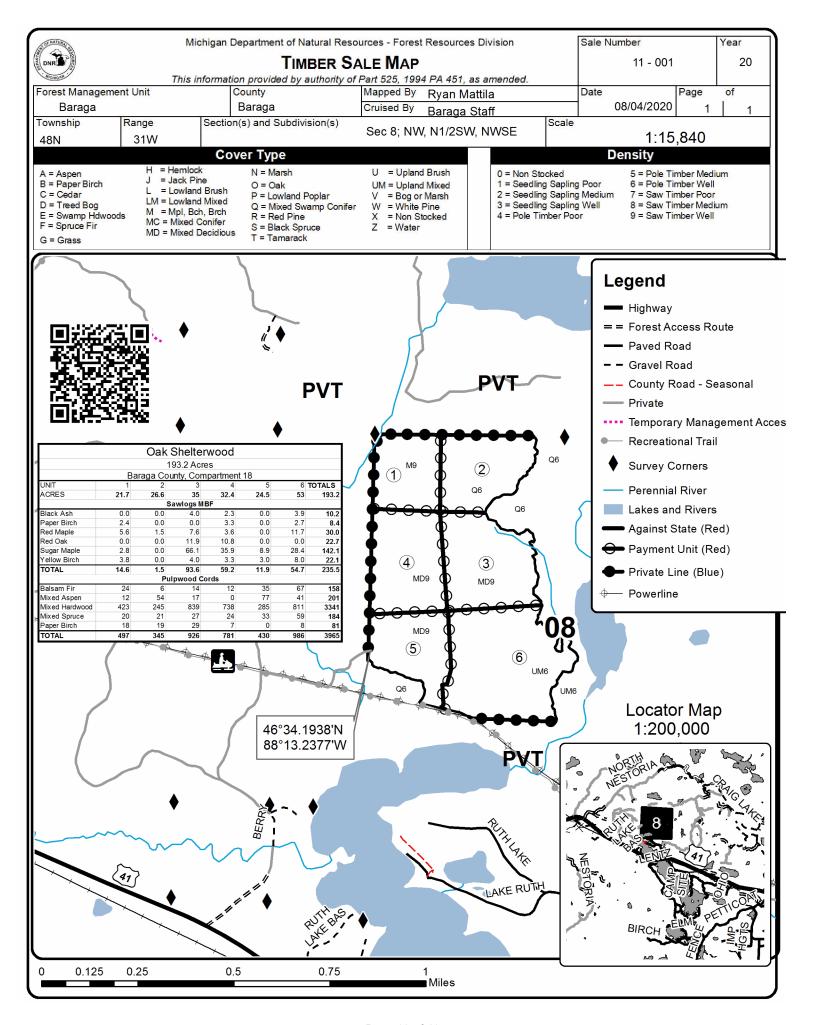
# 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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. In addition, hauling is limited to Monday - Thursday, during daylight hours. If trucking is to occur on any portion of the trail, the trail will need to have a 4" snow covered base left on it. The Purchaser is responsible for contacting Western Upper Peninsula Trails Specialist, Jeff Kakuk at 906-563-9247 prior to the start of any harvest operations. Also, Baraga County Tourism shall be contacted at 906-524-7444 prior to harvesting to ensure proper signage is in place along the shared portion of the trail.

Section Name: Sale Specific Current as of 11/9/2020 2:57:15PM



# TIMBER SALE INFORMATION

# Snuffless Hardwoods (11-010-20)

T51N, R36W, SEC. 11; T51N, R36W, SEC. 13; T51N, R36W, SEC. 14. Houghton County (Advertised Price \$25,977.30)

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	<b>ESTIMATE</b>	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	69.4	MBF	\$	90.00 / MBF
Black Ash	3.8	MBF	\$	19.00 / MBF
Red Maple	57.6	MBF	\$	95.00 / MBF
Sugar Maple	58.8	MBF	\$	155.00 / MBF
Yellow Birch	13.7	MBF	\$	63.00 / MBF
Pulpwood				
Basswood	118	Cords	\$	6.50 / Cord
Mixed Hardwood	626	Cords	\$	5.50 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.32 percent. There are an estimated 1,152 cords on this timber sale, plus or minus 153 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 \$2,500.00 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	23.8%
02	44.5%
03	31.7%

- 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**

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
90,991	1,152	13.32%	998	1,305

# **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	23,977	304	23.66%	232	375
2	39,792	504	17.68%	415	593
3	27,208	344	25.66%	256	433
TOTAL:	90,976	1,152		902	1,401

# **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:	108.2		108.2
3	23.9	3	23.9
2	50.2	2	50.2
1	34.1	1	34.1
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	4.9	MBF	34.1	\$6,175.60
	Black Ash		3.8	MBF		
	Red Maple		22.5	MBF		
	Sugar Maple		13.5	MBF		
	Yellow Birch		4.8	MBF		
	Basswood	Pulpwood	8	Cords		
	Mixed Hardwood		196	Cords		
	Black Ash		7	Cords		
	Red Maple		108	Cords		
	Sugar Maple		46	Cords		
	Yellow Birch		35	Cords		
2	Basswood	Sawtimber	33.7	MBF	50.2	\$11,576.70
	Red Maple		26.8	MBF		
	Sugar Maple		24.8	MBF		
	Yellow Birch		4.9	MBF		
	Basswood	Pulpwood	74	Cords		
	Mixed Hardwood		248	Cords		
	Red Maple		99	Cords		
	Sugar Maple		97	Cords		
	Yellow Birch		52	Cords		
3	Basswood	Sawtimber	30.8	MBF	23.9	\$8,225.00
	Red Maple		8.3	MBF		
	Sugar Maple		20.5	MBF		
	Yellow Birch		4.0	MBF		
	Basswood	Pulpwood	36	Cords		
	Mixed Hardwood		182	Cords		
	Red Maple		30	Cords		
	Sugar Maple		120	Cords		
	Yellow Birch		32	Cords		
		TOTAL:	203.3	MBF		
		TOTAL:	744	Cords		

# **Sale Specific Conditions & Requirements**

Sale Name: Snuffless Hardwoods Sale Number: 11-010-20 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. 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 and 3, 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 17 feet is not permissible, unless approved by the Unit Manager or his/her representative.

# 2.2.7 - Uncut designated trees (2/04)

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

# 2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. Chips are considered a product and must be removed from the sale area. Chips and brush for chipping cannot be be stored on site. This is because excessive woody debris inhibits 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.

# 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 EGLE.

# 4.1.3 - Slash and earthen piles (8/04)

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

# 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR. Please notify the DNR 90 days prior to working on any crossings that will 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, chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

# 4.1.7 - Road closure (10/11)

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

# 4.2 - Maintenance

# 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins.

# 4.2.4 - 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.

# 5.1.6 - 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.

# 5.2.3 - Operating Restrictions

# 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, 2 and 3, 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 new landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, all clean up work for the sale must be completed and the area must be seeded and mulched prior to the July 15th following harvest completion. This is to allow the area to vegetate 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.

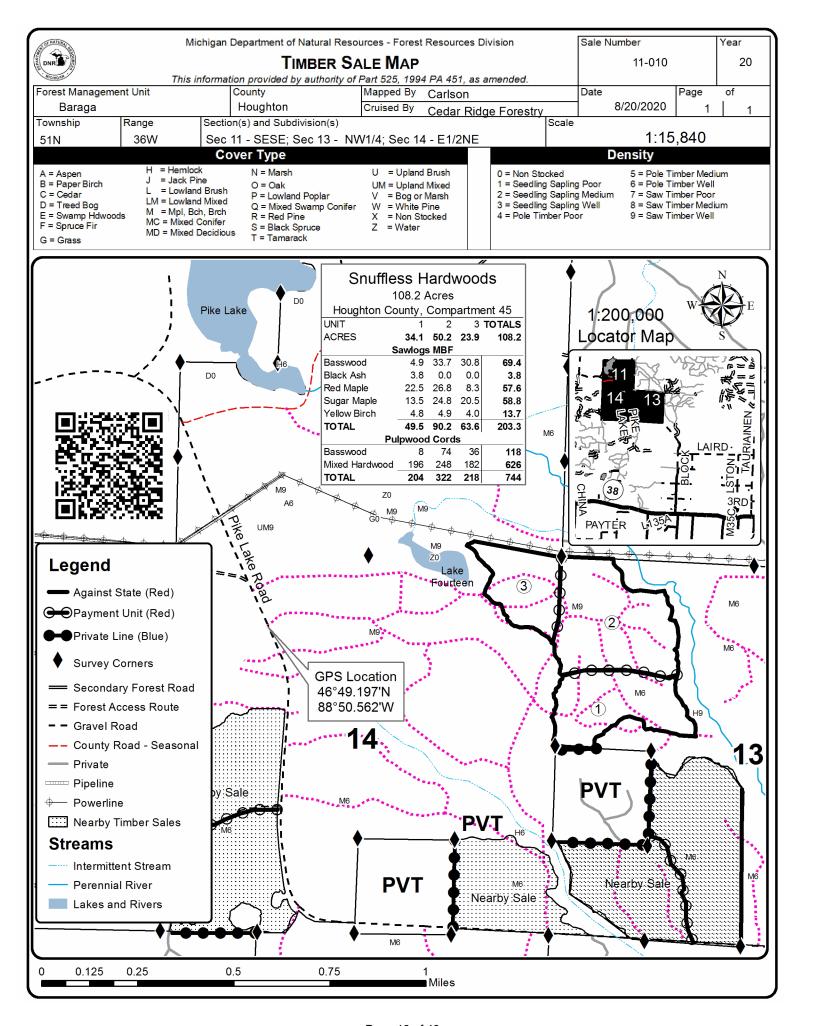
# 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on the 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 11/9/2020 3:15:30PM



# TIMBER SALE INFORMATION

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

Houghton County (Advertised Price \$1,644.65)

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	ESTIMATE	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	1.3	MBF	\$	25.00 / MBF
Red Maple	10.5	MBF	\$	26.00 / MBF
Sugar Maple	15.3	MBF	\$	42.00 / MBF
Pulpwood				
Balsam Fir	13	Cords	\$	1.00 / Cord
Basswood	4	Cords	\$	1.80 / Cord
Mixed Aspen	89	Cords	\$	1.65 / Cord
Mixed Hardwood	353	Cords	\$	1.50 / Cord

<sup>\*</sup> 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.
  - (c) Payment for each of the following units must be made before cutting begins in that unit: PERCENT OF TOTAL SALE VALUE

PAYMENT UNIT NUMBER

100.0%

- 5. Operations on the contract issued will terminate on 06/30/2022.

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

# **SALE STATISTICS**

# **SALE VOLUMES**

VOL	UME		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	\$1,644.65
	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 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.

# 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.

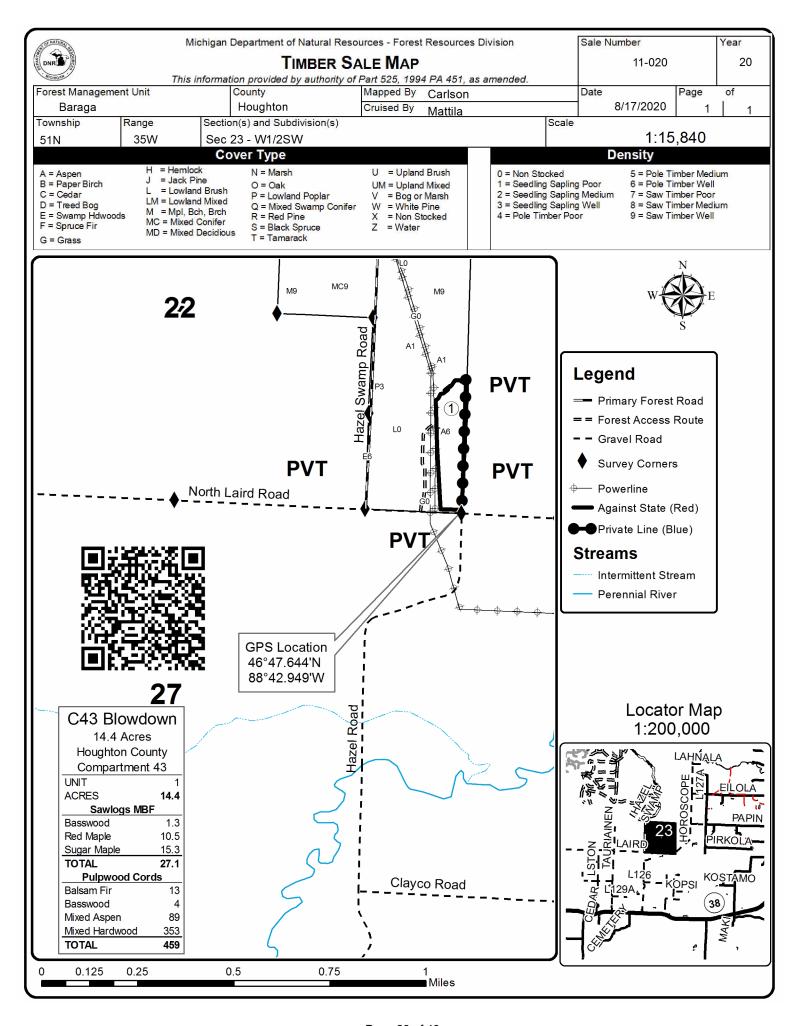
# 6 - Safety and Fire Prevention

# 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

# PJ Aspen (11-021-19)

T51N, R37W, SEC. 26; T51N, R37W, SEC. 27; T51N, R37W, SEC. 28; T51N, R37W, SEC. 33. Ontonagon County (Advertised Price \$12,313.50)

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	<u>ESTIMATE</u>	D UNITS*	<u>ADVE</u>	RTISED PRICE
Sawtimber				
Basswood	25.3	MBF	\$	49.00 / MBF
Black Ash	8.0	MBF	\$	15.00 / MBF
Paper Birch	3.0	MBF	\$	29.00 / MBF
Red Maple	4.1	MBF	\$	52.00 / MBF
Sugar Maple	37.6	MBF	\$	85.00 / MBF
Yellow Birch	8.0	MBF	\$	34.00 / MBF
Pulpwood				
Balsam Fir	27	Cords	\$	1.45 / Cord
Basswood	185	Cords	\$	3.55 / Cord
Mixed Aspen	934	Cords	\$	3.25 / Cord
Mixed Hardwood	1,184	Cords	\$	3.00 / Cord
Paper Birch	34	Cords	\$	6.15 / Cord
White Spruce	17	Cords	\$	2.70 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.71 percent. There are an estimated 3,042 cords on this timber sale, plus or minus 326 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$1,500.00 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	36.1%
02	30.9%
03	33.0%

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

# **SALE STATISTICS**

# **SALE VOLUMES**

VOLUME			STATISTICAL RANGE IN CORD		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
240,347	3,042	10.71%	2,717	3,368	

# **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	57,054	722	18.79%	586	858
2	77,167	977	20.33%	778	1,175
4	8,982	114	36.74%	72	155
27	97,154	1,230	17.50%	1,015	1,445
TOTAL:	240,358	3,043		2,451	3,634

# **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	27.6	1	27.6
2	29.6	2	29.6
4	6.2	3	6.2
27	51.8	3	51.8
TOTAL:	115.2		115.2

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

Black Ash   Sugar Maple   Balsam Fir   Baswood   Mixed Aspen   Mixed Maple   Mixed M	PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
Sugar Maple   Balsam Fir   Basswood   171   Cords	1	Basswood	Sawtimber	25.3	MBF	27.6	\$4,435.70
Balsam Fir   Basswood   171   Cords   Cords		Black Ash		0.8	MBF		
Basswood   171   Cords   Mixed Aspen   143   Cords   8   Cords   Cords   Cords   Gords   Gor		Sugar Maple		13.7	MBF		
Basswood   171   Cords   Mixed Aspen   143   Cords   Cords   Cords   Cords   Cords   Cords   Cords   Cords   Cords   Black Ash   16   Cords   Black Cherry   Red Maple   Sugar Maple   Yellow Birch   Cords   Cords		Balsam Fir	Pulpwood	6	Cords		
Mixed Aspen   8		Basswood	•	171	Cords		
B. T. Aspen   Quaking Aspen   135   Cords							
Quaking Aspen   Mixed Hardwood   Black Ash   16   Cords     Black Ash   Black Cherry   2   Cords     Red Maple   98   Cords     Sugar Maple   98   Cords     Yellow Birch   2.1   MBF   29.6   \$3,810.9     Yellow Birch   3   Cords     Yellow Birch   2.6   MBF     Yellow Birch   3   Cords     Yellow Birch   4   Cords     Yellow Birch		•					
Mixed Hardwood   Black Ash   16   Cords     Black Cherry   2   Cords     Red Maple   98   Cords     Sugar Maple   194   Cords     Yellow Birch   2.1   MBF   29.6     Sugar Maple   15.6   MBF     Yellow Birch   15.6   MBF     Yellow Birch   15.6   MBF     Balsam Fir   Pulpwood   14   Cords     Black Cherry   8   Cords     White Spruce   15.6   Cords     Yellow Birch   15.6   MBF     Sugar Maple   15.6   MBF     Yellow Birch   15.6   NBF     Yellow Bir		· ·		1			
Black Ash   Black Cherry   2   Cords     Red Maple   98   Cords     Sugar Maple   194   Cords     Yellow Birch   2.6   MBF     Red Maple   2.6   MBF     Sugar Maple   15.6   MBF     Yellow Birch   3.8   MBF     Balsam Fir   Pulpwood   7   Cords     Balsam Fir   Pulpwood   14   Cords     Mixed Aspen   257   Cords     Gords   Gords   Gords     Gords   Gords   Gords   Gords     Gords   Gords   Gords   Gords     Gords   Gords   Gords   Gords     Gords   Gords   Gords   Gords     Gords   Gords   Gords   Gords     Gords   Gords   Gords   Gords     Gords   Gords   Gords   Gords     Gords   Gords   Gords   Gords     Gords   Gords   Gords   Gords     Gords   Gords   Gords   Gords   Gords     Gords   Gords   Gords   Gords   Gords     Gords   Gords   Gords   Gords   Gords   Gords     Gords   Gords   Gords   Gords   Gords							
Black Cherry   Red Maple   98   Cords   99   Cords   99							
Red Maple   Sugar Maple   Yellow Birch   Sawtimber   2.1   MBF   29.6   \$3,810.5							
Sugar Maple Yellow Birch   Sawtimber   2.1   MBF   29.6   \$3,810.9		-					
Yellow Birch   Sawtimber   2.1   MBF   29.6   \$3,810.9		1					
2         Paper Birch Red Maple Sugar Maple Yellow Birch Balsam Fir Paper Birch White Spruce         Sawtimber         2.1 MBF 29.6 MBF 33,810.9           3         Paper Birch Name Maple Sugar Maple Sugar Maple Balsam Fir Pales Mixed Aspen Quaking Aspen Mixed Mardood Red Maple Sugar Maple Yellow Birch White Spruce         Sawtimber         2.1 MBF 29.6 MBF 33,810.9           3         Paper Birch Mixed Aspen Quaking Aspen Mixed Aspen Quaking Aspen Mixed Aspen Quaking Aspen Mixed Aspen Quaking Aspen Mixed Hardwood Mixed Aspen Quaking Aspen Mixed Hardwood Mixed Maple Sugar Map		- '					
Red Maple   Sugar Maple   Yellow Birch   Balsam Fir   Basswood   Mixed Aspen   257   Cords   Cords   Mixed Maple   Mixed Maple			04:			00.0	#0.040.04
Sugar Maple   Yellow Birch   Balsam Fir   Basswood   Mixed Aspen   Quaking Aspen   Argument   Arg	2	1 '	Sawtimber			29.6	\$3,810.90
Yellow Birch         Balsam Fir         Pulpwood         7         Cords           Basswood         14         Cords         Cords           Mixed Aspen         257         Cords           Quaking Aspen         405         Cords           Mixed Hardwood         405         Cords           Black Cherry         8         Cords           Ironwood         8         Cords           Red Maple         99         Cords           Sugar Maple         285         Cords           Yellow Birch         5         Cords           Paper Birch         22         Cords           White Spruce         6         Cords           3         Paper Birch         Sawtimber         0.9         MBF           Red Maple         1.5         MBF         S8.0         \$4,066.9           Sugar Maple         8.3         MBF         MBF           Balsam Fir         Pulpwood         14         Cords           Mixed Aspen         534         Cords           Quaking Aspen         534         Cords           Mixed Hardwood         466         Cords           Black Cherry         19         Cords		•					
Balsam Fir   Basswood   14							
Basswood   Mixed Aspen   257   Cords   Cords							
Mixed Aspen       257       Cords         Quaking Aspen       257       Cords         Mixed Hardwood       405       Cords         Black Cherry       8       Cords         Ironwood       8       Cords         Red Maple       99       Cords         Sugar Maple       285       Cords         Yellow Birch       5       Cords         Paper Birch       22       Cords         White Spruce       6       Cords         3       Paper Birch       Sawtimber       0.9       MBF         Red Maple       1.5       MBF         Sugar Maple       8.3       MBF         Balsam Fir       Pulpwood       14       Cords         Mixed Aspen       534       Cords         Quaking Aspen       534       Cords         Mixed Hardwood       466       Cords         Black Cherry       19       Cords         Red Maple       174       Cords         Sugar Maple       266       Cords         Yellow Birch       7       Cords         Paper Birch       12       Cords         White Spruce       11       Cords <td></td> <td></td> <td>Pulpwood</td> <td></td> <td></td> <td></td> <td></td>			Pulpwood				
Quaking Aspen         257         Cords           Mixed Hardwood         405         Cords           Black Cherry         8         Cords           Ironwood         8         Cords           Red Maple         99         Cords           Sugar Maple         285         Cords           Yellow Birch         5         Cords           Paper Birch         22         Cords           White Spruce         6         Cords           3         Paper Birch         99         MBF           Red Maple         22         Cords           Sugar Maple         1.5         MBF           Sugar Maple         8.3         MBF           Mixed Aspen         534         Cords           Quaking Aspen         534         Cords           Mixed Hardwood         466         Cords           Black Cherry         19         Cords           Red Maple         266         Cords           Sugar Maple         266         Cords           Yellow Birch         7         Cords           Paper Birch         12         Cords           White Spruce         11         Cords							
Mixed Hardwood         405         Cords           Black Cherry         8         Cords           Ironwood         8         Cords           Red Maple         99         Cords           Sugar Maple         285         Cords           Yellow Birch         5         Cords           Paper Birch         22         Cords           White Spruce         6         Cords           3         Paper Birch         Sawtimber         0.9         MBF           Red Maple         1.5         MBF         MBF           Sugar Maple         8.3         MBF         MBF           Sugar Maple         534         Cords         Cords           Mixed Aspen         534         Cords         Cords           Mixed Hardwood         466         Cords         Cords           Black Cherry         19         Cords           Red Maple         266         Cords           Sugar Maple         266         Cords           Yellow Birch         7         Cords           Paper Birch         12         Cords           White Spruce         11         Cords		-					
Black Cherry   Ironwood   Red Maple   99   Cords   Sugar Maple   285   Cords   Yellow Birch   Paper Birch   White Spruce   Sugar Maple   Sugar Maple   Sugar Maple   22   Cords   Sugar Maple   Suga					Cords		
Ironwood   Red Maple   Sugar Maple   Yellow Birch   Paper Birch   White Spruce   Sugar Maple   Sugar Maple   Yellow Birch   Paper Birch   Sawtimber   Sawtimber   Sugar Maple   Sugar		Mixed Hardwood		405	Cords		
Red Maple         99         Cords           Sugar Maple         285         Cords           Yellow Birch         5         Cords           Paper Birch         22         Cords           White Spruce         6         Cords           3         Paper Birch         Sawtimber         0.9         MBF           Red Maple         1.5         MBF         58.0         \$4,066.9           Sugar Maple         8.3         MBF         MBF         4,066.9           Sugar Maple         8.3         MBF         MBF         4,066.9         4,066.9           Mixed Aspen         14         Cords         Cords         Cords         Cords         4,066.9 </td <td></td> <td>Black Cherry</td> <td></td> <td>8</td> <td>Cords</td> <td></td> <td></td>		Black Cherry		8	Cords		
Sugar Maple         285         Cords           Yellow Birch         5         Cords           Paper Birch         22         Cords           White Spruce         6         Cords           Paper Birch         Sawtimber         0.9         MBF           Red Maple         1.5         MBF           Sugar Maple         8.3         MBF           Balsam Fir         Pulpwood         14         Cords           Mixed Aspen         534         Cords           Quaking Aspen         534         Cords           Mixed Hardwood         466         Cords           Black Cherry         19         Cords           Red Maple         174         Cords           Sugar Maple         266         Cords           Yellow Birch         7         Cords           Paper Birch         12         Cords           White Spruce         11         Cords		Ironwood		8	Cords		
Yellow Birch         5         Cords           Paper Birch         22         Cords           White Spruce         6         Cords           3         Paper Birch         Sawtimber         0.9         MBF         58.0         \$4,066.8           Red Maple         1.5         MBF         MBF <td></td> <td>Red Maple</td> <td></td> <td>99</td> <td>Cords</td> <td></td> <td></td>		Red Maple		99	Cords		
Paper Birch         22         Cords           White Spruce         6         Cords           3         Paper Birch         Sawtimber         0.9         MBF         58.0         \$4,066.9           Red Maple         1.5         MBF		Sugar Maple		285	Cords		
White Spruce         6         Cords           3         Paper Birch Red Maple         Sawtimber         0.9         MBF         58.0         \$4,066.8           Red Maple Sugar Maple Balsam Fir Mixed Aspen Quaking Aspen Mixed Hardwood         Pulpwood         14         Cords		Yellow Birch		5	Cords		
Paper Birch Red Maple Sugar Maple Balsam Fir Mixed Aspen Quaking Aspen Mixed Hardwood Black Cherry Red Maple Sugar Maple Sugar Maple Yellow Birch Paper Birch White Spruce  Paper Birch Red Maple Sugar Maple Yellow Birch Paper Birch White Spruce  Name Assem  1.5 MBF		Paper Birch		22	Cords		
Red Maple Sugar Maple Balsam Fir Mixed Aspen Quaking Aspen Mixed Hardwood Black Cherry Red Maple Sugar Maple Sugar Maple Yellow Birch Paper Birch White Spruce  1.5 MBF R.3 MBF Cords MBF				6	Cords		
Red Maple Sugar Maple Balsam Fir Mixed Aspen Quaking Aspen Mixed Hardwood Black Cherry Red Maple Sugar Maple Yellow Birch Paper Birch White Spruce  1.5 MBF  8.3 MBF Cords Cords Cords  14 Cords Cords Cords Cords Cords Cords 19 Cords Cords Cords 174 Cords Cords 174 Cords 175 Cords 175 Cords 176 MBF  TOTAL:  71.6 MBF	3	Paper Birch	Sawtimber	0.9	MBF	58.0	\$4,066.9
Sugar Maple Balsam Fir Mixed Aspen Quaking Aspen Mixed Hardwood Black Cherry Red Maple Sugar Maple Yellow Birch Paper Birch White Spruce  Pulpwood  14 Cords Cords Cords  734 Cords Cords 19 Cords 19 Cords 174 Cords 266 Cords 7 Cords 12 Cords 11 Cords 11 Cords		1 -		1.5	MBF		
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Mixed Aspen       534       Cords         Quaking Aspen       534       Cords         Mixed Hardwood       466       Cords         Black Cherry       19       Cords         Red Maple       174       Cords         Sugar Maple       266       Cords         Yellow Birch       7       Cords         Paper Birch       12       Cords         White Spruce       11       Cords			Pulpwood	1			
Quaking Aspen         534         Cords           Mixed Hardwood         466         Cords           Black Cherry         19         Cords           Red Maple         174         Cords           Sugar Maple         266         Cords           Yellow Birch         7         Cords           Paper Birch         12         Cords           White Spruce         11         Cords							
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Black Cherry         19         Cords           Red Maple         174         Cords           Sugar Maple         266         Cords           Yellow Birch         7         Cords           Paper Birch         12         Cords           White Spruce         11         Cords           TOTAL:         71.6         MBF							
Red Maple         174         Cords           Sugar Maple         266         Cords           Yellow Birch         7         Cords           Paper Birch         12         Cords           White Spruce         11         Cords           TOTAL:         71.6         MBF							
Sugar Maple         266         Cords           Yellow Birch         7         Cords           Paper Birch         12         Cords           White Spruce         11         Cords           TOTAL:         71.6         MBF		-					
Yellow Birch     7     Cords       Paper Birch     12     Cords       White Spruce     11     Cords   TOTAL: 71.6 MBF		•					
Paper Birch 12 Cords 11 Cords TOTAL: 71.6 MBF							
White Spruce 11 Cords TOTAL: 71.6 MBF							
TOTAL: 71.6 MBF		1 -					
		vvnite Spruce		<u> </u>			
TOTAL: 2,381 Cords			TOTAL:	71.6	MBF		
			TOTAL:	2,381	Cords		

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# Sale Specific Conditions & Requirements

Sale Name: PJ Aspen Sale Number: 11-021-19 Seq#: 3

# 1 - Sale Area

# 1.2 - Boundaries

# 1.2.1 - Painted boundaries (1/14)

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. The painted boundary line trees are not Included Timber and are to be protected, unless otherwise directed by the sale administrator.

# 2 - Timber Specifications

# 2.1 - Included Timber

# 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1, 2, and 3, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any white pine, oak, elm, cedar, or hemlock.

# 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.

# 2.2.8 - 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 chip piles inhibit regeneration.

# 2.2.11 - Chipping restriction (9/14)

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

# 3 - Payments

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

# 4 - Transportation

# 4.1 - Construction

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

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings on State Forest Land. Please notify the DNR 90 days prior to working on any crossings that will require a DEQ 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, for crossings on state land, will be obtained by the DNR. Please notify the DNR 90 days prior to working on any crossings that will require a DEQ 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, or chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

# 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

# 4.2 - Maintenance

# 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The sale administrator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

# 4.2.5 - Two wheel drive condition (2/04)

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

# 4.4 - Access

# 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private 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.

# 5.1.4 - 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

# 5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, and 3, unless changed by written agreement, all clean up activities are to be completed by June 30, 2023. This restriction is to ensure soil stability from site grading activities and grass establishment, either by seeding (if required) or naturally growing, to provide a sufficient root-base to prevent erosion. If cleanup activities are not completed and the contract is expiring, damages will be collected after the contract expiration date.

# 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 by June 30th 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)

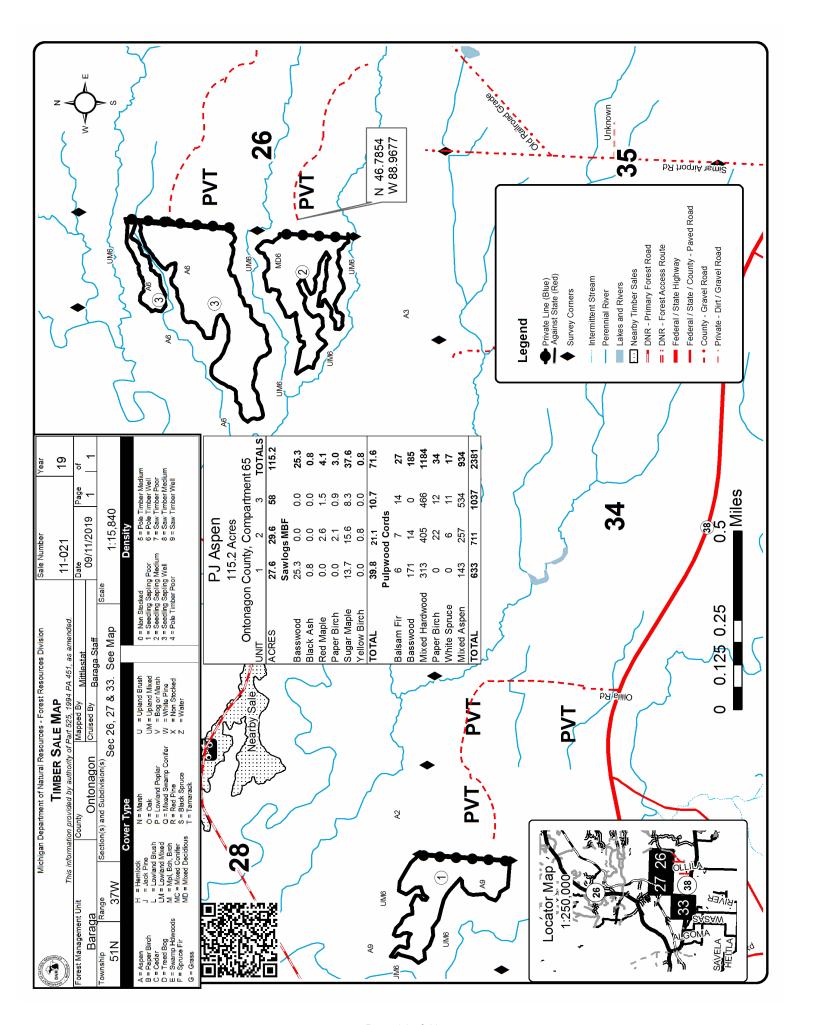
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With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

Section Name: Sale Specific Current as of 12/2/2019 3:09:01PM



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# BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

# Oak Shelterwood (11-001-20) T48N, R31W, SEC. 8; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on December 10, 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	<b>ESTIMATED</b>	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber					
Black Ash	10.2	MBF	\$	15.00/MBF	\$
Paper Birch	8.4	MBF	\$	43.00/MBF	\$
Red Maple	30.0	MBF	\$	77.00/MBF	\$
Red Oak	22.7	MBF	\$	109.00/MBF	\$
Sugar Maple	142.1	MBF	\$	127.00/MBF	\$
Yellow Birch	22.1	MBF	\$	51.00/MBF	\$
Pulpwood					
Balsam Fir	158	Cords	\$	2.20/Cord	\$
Mixed Aspen	201	Cords	\$	4.90/Cord	\$
Mixed Hardwood	3,341	Cords	\$	4.50/Cord	\$
Mixed Spruce	184	Cords	\$	4.05/Cord	\$
Paper Birch	81	Cords	\$	9.25/Cord	\$

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

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

	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.	
ndividual	dividual 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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.93 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



# Michigan Department of Natural Resources Forest Resources Division

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

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

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

1. My business is organized as (you **must** check <u>one</u> of the boxes below):

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories:

	A. ☐ Sole Proprietorship (individual)	
	B. ☐ Partnership	
	C. Corporation	
	C.   Corporation	
2.	2. You <b>must</b> check <u>one</u> of the boxes below:	
	A. \(\subseteq\) I certify my business is a sole proprietorship and it has no employees Worker's Compensation Laws.	but the sole proprietor. I am not subject to the
	B.  I certify my business has satisfied its o bligation to the Worker's Comp Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of questions or a copy of the BWC-337, please call the Worker's Compe	f Exclusion within 21 days of the contract award. (For
	C.   I certify my business has a Worker's Compensation Policy. I will provioue (21) days of the contract award.	de an original Certificate of Insurance within twenty-
3.	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number than yourself, including family members and active partners (if none,	
	Full-time Employees	Part-time Employees
Van	Name of Business Federal ID (	or) Social Security No.
1411	Total In State of Sta	or) coolar cooliny ivo.
۸۸۸	Address Telephone	
luui	( )	
City	City State ZIP	
JILY	State ZIP	
in fa _	I hereby certify that the above information is true and correct. I agree to it in factors affecting my coverage during any of my present and future operage.  Signature of Owner or Authorized Representative	
ī	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

# Snuffless Hardwoods (11-010-20)

T51N, R36W, SEC. 11; T51N, R36W, SEC. 13; T51N, R36W, SEC. 14; Houghton

In response to the notice of sale to be held 9:00 a.m. (local time) on December 10, 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>A</u> [	OVERTISED PRICE	BID PRICE/UNIT
Sawtimber				
Basswood	69.4 MBF	\$	90.00/MBF	\$
Black Ash	3.8 MBF	\$	19.00/MBF	\$
Red Maple	57.6 MBF	\$	95.00/MBF	\$
Sugar Maple	58.8 MBF	\$	155.00/MBF	\$
Yellow Birch	13.7 MBF	\$	63.00/MBF	\$
Pulpwood				
Basswood	118 Cords	\$	6.50/Cord	\$
Mixed Hardwood	626 Cords	\$	5.50/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 13.32 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 b	<u></u>			
	Company representative	e's name:			
	Address:				
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE T	HE PERSONALIZED LABEL FI	ROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	
Individual	or company representati	ve's signature:		Date:	
Phone nu	Phone number : Email (optional):				

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



# 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	Please Check Appropriate Categories:						
1.	<ul> <li>1. My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>						
2.	<ul> <li>2. You must check one of the boxes below:</li> <li>A.  Lertify 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.</li> <li>B.  Lertify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  Lertify 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.</li> </ul>						
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate than yourself, including family members and active partners Full-time Employees	the number of <b>both</b> full-time and part-time employees, other (if none, you must enter "0"). Part-time Employees					
Nam	ame of Business	Federal ID (or) Social Security No.					
Add	ddress T	elephone					
City	ity State Z	IP					
in fa	hereby certify that the above information is true and correct. I an factors affecting my coverage during any of my present and further Signature of Owner or Authorized Representative						
Т	Title	Date					

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

# BID FORM

# BARAGA MANAGEMENT UNIT BARAGA OFFICE

# PJ Aspen (11-021-19)

T51N, R37W, SEC. 26; T51N, R37W, SEC. 27; T51N, R37W, SEC. 28; T51N,

In response to the notice of sale to be held 9:00 a.m. (local time) on December 10, 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 Sawtimber	ESTIMATED	VOLUME*	<u>ADV</u>	ERTISED PRICE	BID PRICE/UNIT
Basswood	25.3	MBF	\$	49.00/MBF	\$
Black Ash	0.8	MBF	\$	15.00/MBF	\$
Paper Birch	3.0	MBF	\$	29.00/MBF	\$
Red Maple	4.1	MBF	\$	52.00/MBF	\$
Sugar Maple	37.6	MBF	\$	85.00/MBF	\$
Yellow Birch	0.8	MBF	\$	34.00/MBF	\$
Pulpwood					
Balsam Fir	27	Cords	\$	1.45/Cord	\$
Basswood	185	Cords	\$	3.55/Cord	\$
Mixed Aspen	934	Cords	\$	3.25/Cord	\$
Mixed Hardwood	1,184	Cords	\$	3.00/Cord	\$
Paper Birch	34	Cords	\$	6.15/Cord	\$
White Spruce	17	Cords	\$	2.70/Cord	\$
I					

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.71 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 SECI	URITY NUMBER:					
	Company or individual bidding:							
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
F AVAILA	ABLE, PLEASE PLACE THE PERSON	NALIZED LABEL FROM	I YOUR PROSPECTUS IN TH	HE ABOVE BOX.				
ndividual	or company representative's signature		Date:	_				
hone 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.			
Plε	Please Check Appropriate Categories:			
1.	<ul> <li>My business is organized as (you must check one of the box</li> <li>A.  Sole Proprietorship (individual)</li> <li>B.  Partnership</li> <li>C.  Corporation</li> </ul>	kes below):		
3.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>B.    I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.    I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> <li>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").</li> <li></li></ul>			
Nam	Name of Business	ederal ID (or) Social Security No.		
Address		Telephone ( )		
City	City State ZI	P		
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative  Title  Date				
	TIUC	Dale		

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

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

# BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

# C43 Blowdown (11-020-20) T51N, R35W, SEC. 23; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on December 10, 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.

\$ 25.00/MBF \$
\$ 26.00/MBF \$
\$ 42.00/MBF \$
\$ 1.00/Cord \$
\$ 1.80/Cord \$
\$ 1.65/Cord \$
\$ 1.50/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.

	EDERAL 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 : I		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

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•	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	Please Check Appropriate Categories:			
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation			
2.	2. You <b>must</b> check <u>one</u> of the boxes below:			
	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 Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the No questions or a copy of the BWC-337, please call the Worker's C	otice of Exclusion within 21 days of the contract award. (For		
	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), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employed than yourself, including family members and active partners (if none, you must enter "0").				
	Full-time Employees	Part-time Employees		
Nam	Name of Business Fede	ral ID (or) Social Security No.		
Add	Address Telep (	phone )		
City	City State ZIP			
in fa _	Thereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future 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)