

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6759**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on January 7, 2021. 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:

Royal Crown Hardwoods (11-008-20) / T52N, R35W, SEC. 15, NENW,S1/2NW,SW.

T52N, R35W, SEC. 16, SESE.

T52N, R35W, SEC. 21, N1/2NE.

Houghton County, Advertised Price \$51,687.75, 222.1 Acres, Hardwood, Sugar Maple.

SALE NOTE: Access may be through private land.

Sure Thing Mix (11-017-20) / T52N, R37W, SEC. 25, SESE.

T52N, R37W, SEC. 36, NE.

Ontonagon County, Advertised Price \$5,536.95, 40.3 Acres, Hardwood, Aspen.

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.

GNA2 Cobra (11-870-20) / T50N, R35W, SEC. 12, NE, NESE.

Baraga County, Advertised Price \$5,210.70, 27.5 Acres, Hardwood, Sugar Maple.

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 January 7, 2021. 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

Royal Crown Hardwoods (11-008-20)

T52N, R35W, SEC. 15; T52N, R35W, SEC. 16; T52N, R35W, SEC. 21. Houghton County (Advertised Price \$51,687.75)

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	<b>ESTIMATE</b>	D UNITS*	<u>ADVE</u>	RTISED PRICE
Sawtimber				
Basswood	6.1	MBF	\$	40.00 / MBF
Red Maple	104.8	MBF	\$	74.00 / MBF
Sugar Maple	224.4	MBF	\$	152.00 / MBF
White Spruce	1.5	MBF	\$	30.00 / MBF
Yellow Birch	6.9	MBF	\$	58.00 / MBF
Pulpwood				
Basswood	12	Cords	\$	3.00 / Cord
Mixed Hardwood	1,600	Cords	\$	5.65 / Cord
Paper Birch	2	Cords	\$	9.45 / Cord
Quaking Aspen	5	Cords	\$	5.95 / Cord
White Spruce	2	Cords	\$	4.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.82 percent. There are an estimated 2,308 cords on this timber sale, plus or minus 204 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	13.0%
02	5.6%
03	12.9%
04	28.1%
05	12.6%
06	3.5%
07	10.7%
08	13.6%

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

#### **SALE STATISTICS**

#### **SALE VOLUMES**

VOLUME		VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
182,305	2,308	8.82%	2,104	2,511		

#### **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	24,948	316	21.73%	247	384
2	13,098	166	35.66%	107	225
3	22,799	289	20.75%	229	348
4	41,270	522	22.63%	404	641
5	15,847	201	33.97%	132	269
6	8,872	112	28.33%	80	144
7	23,913	303	25.47%	226	380
8	31,537	399	17.63%	329	470
TOTAL:	182,285	2,307		1,754	2,861

#### **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:	222.1		222.1
8	36.8	8	36.8
		7	30.0
7	30.1	4	0.1
6	11.0	6	11.0
5	22.7	5	22.7
4	44.3	4	44.3
3	27.0	3	27.0
2	19.4	2	19.4
1	30.8	1	30.8
VDU	VDU ACRES	PU	PU ACRES

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	17.4	MBF	30.8	\$6,730.80
	Sugar Maple		27.4	MBF		
	Mixed Hardwood	Pulpwood	221	Cords		
	Red Maple		77	Cords		
	Sugar Maple		142	Cords		
	Yellow Birch		2	Cords		
	Quaking Aspen		5	Cords		
2	Red Maple	Sawtimber	8.6	MBF	19.4	\$2,888.40
	Sugar Maple		9.6	MBF		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Yellow Birch		1.2	MBF		
	Mixed Hardwood	Pulpwood	128	Cords		
	Red Maple	'	83	Cords		
	Sugar Maple		41	Cords		
	Yellow Birch		4	Cords		
3	Red Maple	Sawtimber	16.6	MBF	27.0	\$6,677.15
5	Sugar Maple	Cawtillibel	28.4	MBF	21.0	φο,οττ. το
	Mixed Hardwood	Pulpwood	197	Cords		
		Pulpwood	I -			
	Red Maple		106	Cords		
	Sugar Maple		91	Cords		
	Paper Birch		2	Cords		
4	Red Maple	Sawtimber	11.4	MBF	44.4	\$14,483.40
	Sugar Maple		76.8	MBF		
	Mixed Hardwood	Pulpwood	348	Cords		
	Red Maple		43	Cords		
	Sugar Maple		305	Cords		
5	Red Maple	Sawtimber	3.8	MBF	22.7	\$6,537.60
	Sugar Maple		36.7	MBF		
	Mixed Hardwood	Pulpwood	120	Cords		
	Red Maple		10	Cords		
	Sugar Maple		110	Cords		
,	Basswood	Sawtimber	6.1	MBF	11.0	\$1,811.70
	Red Maple		1.6	MBF		
	Sugar Maple		6.1	MBF		
	White Spruce		1.5	MBF		
	Yellow Birch		1.2	MBF		
	Basswood	Pulpwood	12	Cords		
	Mixed Hardwood		64	Cords		
	Black Ash		10	Cords		
	Red Maple		6	Cords		
	Sugar Maple		46	Cords		
	Yellow Birch		2	Cords		
	White Spruce		2	Cords		
7	·	04:1			20.0	ΦE 500.00
7	Red Maple	Sawtimber	17.8	MBF	30.0	\$5,508.60
	Sugar Maple		19.1	MBF		
	Mixed Hardwood	Pulpwood	228	Cords		
	Red Maple		66	Cords		
	Sugar Maple		162	Cords		
8	Red Maple	Sawtimber	27.6	MBF	36.8	\$7,050.10
	Sugar Maple		20.3	MBF		
	Yellow Birch		4.5	MBF		
	Mixed Hardwood	Pulpwood	294	Cords		
	Red Maple		173	Cords		
	Sugar Maple		103	Cords		
	Cagai Mabic					
	Yellow Birch		18	Cords		

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#### Sale Specific Conditions & Requirements

Sale Name: Royal Crown Hardwoods Sale Number: 11-008-20 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Red painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-8, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

#### 2.2.1 - Utilization (2/04)

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

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

Skidding of unlimbed tops or lengths over 26 feet is not permissible unless approved by the Unit Manager or his/her representative.

#### 2.2.7 - Uncut designated trees (2/04)

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

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

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

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

No damage is acceptable to undesignated live merchantable trees. Rates for damaged trees will be in accordance with General Condition and Requirement 3.4 - Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

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

#### 4.1.5 - Culverts (5/14)

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. 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 roads are not properly filled and shaped to his/her specifications.

#### 4.2.4 - Grading (10/16)

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

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.4 - Post-sale conference (10/16)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.11 - Slash for reforestation (5/07)

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

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-8, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per instructions of the sale administrator 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.

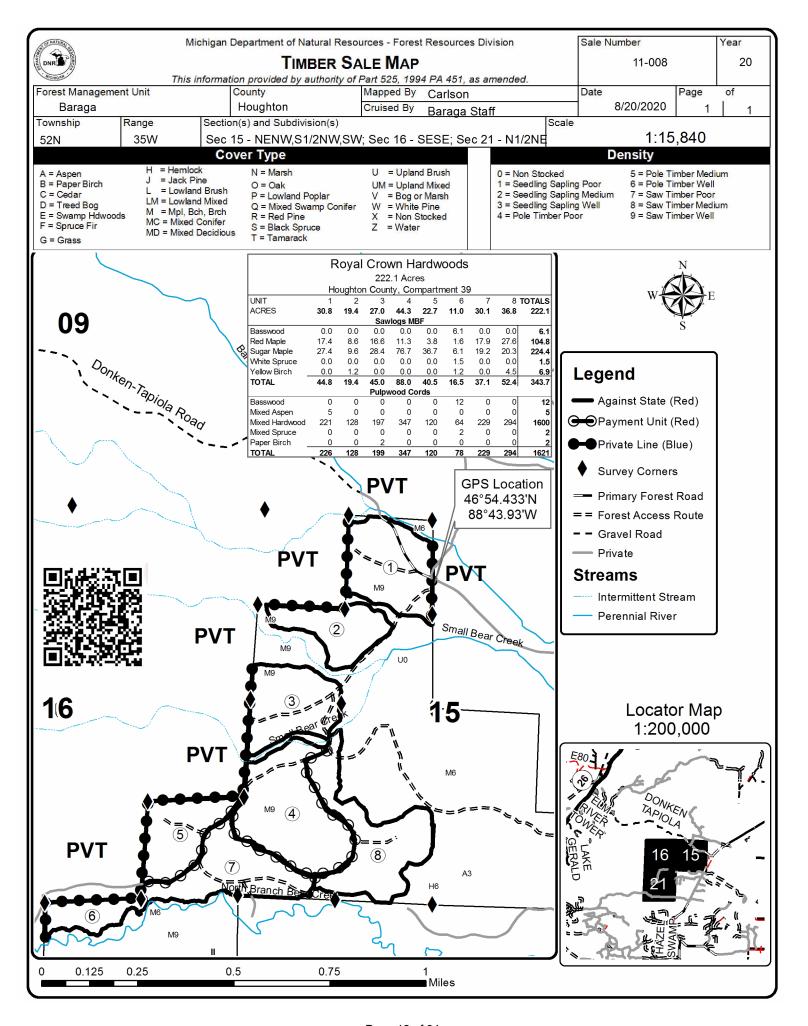
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Donken-Tapiola 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 11/30/2020 1:46:55PM



#### TIMBER SALE INFORMATION

Sure Thing Mix (11-017-20)
T52N, R37W, SEC. 25; T52N, R37W, SEC. 36.
Ontonagon County (Advertised Price \$5,536.95)

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.

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>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	21.7	MBF	\$	40.00 / MBF
Sugar Maple	10.6	MBF	\$	152.00 / MBF
White Ash	1.8	MBF	\$	40.00 / MBF
Yellow Birch	0.7	MBF	\$	58.00 / MBF
Pulpwood				
Balsam Fir	3	Cords	\$	3.15 / Cord
Basswood	55	Cords	\$	3.00 / Cord
Mixed Hardwood	218	Cords	\$	5.65 / Cord
Quaking Aspen	252	Cords	\$	5.95 / Cord
White Spruce	8	Cords	\$	4.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 33.84 percent. There are an estimated 678 cords on this timber sale, plus or minus 229 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 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

48.6%

02

51.4%

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

#### **SALE STATISTICS**

#### **SALE VOLUMES**

VOLUME			STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
53,524	678	33.84%	448	907

#### **VDU VOLUMES**

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

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
15	32,777	415	30.74%	287	542
17	4,582	58	34.46%	38	78
20	16,187	205	45.98%	111	299
TOTAL:	53,546	678		436	920

#### **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:	40.3		40.3
20	26.5	2	26.5
17	2.7	1	2.7
15	11.1	1	11.1
VDU	VDU ACRES	PU	PU ACRES

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Sugar Maple	Sawtimber	2.4	MBF	13.8	\$2,690.85
	White Ash	Gawanison	0.8	MBF	10.0	Ψ2,000.00
	Yellow Birch		0.7	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Basswood		9	Cords		
	Mixed Hardwood		120	Cords		
	Black Ash		6	Cords		
	Ironwood		4	Cords		
	Red Maple		31	Cords		
	Sugar Maple		39	Cords		
	White Ash		15	Cords		
	Yellow Birch		25	Cords		
	Quaking Aspen		252	Cords		
	White Spruce		8	Cords		
2	Basswood	Sawtimber	21.7	MBF	26.5	\$2,846.10
	Sugar Maple		8.2	MBF		
	White Ash		1.0	MBF		
	Basswood	Pulpwood	46	Cords		
	Mixed Hardwood		98	Cords		
	Red Maple		7	Cords		
	Sugar Maple		76	Cords		
	White Ash		15	Cords		
		TOTAL:	34.8	MBF		
		TOTAL:	536	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Sure Thing Mix Sale Number: 11-017-20 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

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

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

#### 2.2 - Utilization

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

Skidding of unlimbed tops or lengths over 17 feet is not permissible in Payment Unit 2 unless approved by the Unit Manager or his/her representative.

#### 2.2.7 - Uncut designated trees (2/04)

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

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

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

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

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

#### 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.

#### 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

#### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back

from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

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

#### 4.2 - Maintenance

#### 4.2.4 - Grading (10/16)

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

#### 4.3 - Public Right-of-Way

#### 4.3.1 - MDOT R-O-W (11/14)

The Michigan Department of Transportation (MDOT) must be contacted prior to harvesting timber within the MDOT right-of-way.

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.4 - Post-sale conference (10/16)

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

#### 5.2 - Conduct of Operations

#### 5.2.2 - 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) 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.30 - 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, the area must be seeded and mulched per instructions of the sale administrator. All seeding and clean up activities must be completed by the July 15th following harvest completion. This is to allow the area to re-vegetate before the dry season.

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

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

#### 5.2.41 - Snowmobile trail protection (9/11)

The Bill Nichol's Trail is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better

than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to April 15th. No decking of forest products will be permitted along the snowmobile trail.

#### 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

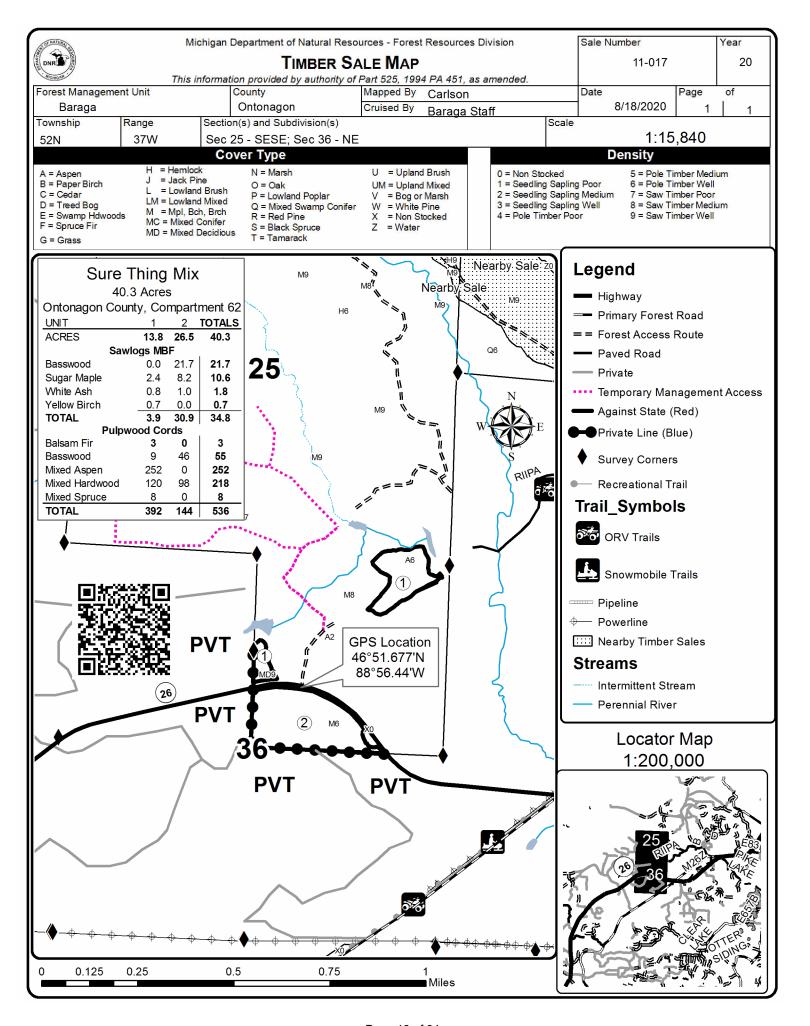
#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on M-26 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.

#### 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on Bill Nichol's Trail prior to beginning operations. The trail must be posted at appropriate distances from haul road junction, to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 11/30/2020 11:40:08AM



#### TIMBER SALE INFORMATION

#### GNA2 Cobra (11-870-20) T50N, R35W, SEC. 12.

Baraga County (Advertised Price \$5,210.70)

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>ADVI</u>	ERTISED PRICE
Sawtimber				
Red Maple	12.3	MBF	\$	74.00 / MBF
Sugar Maple	16.5	MBF	\$	152.00 / MBF
Yellow Birch	2.7	MBF	\$	58.00 / MBF
Pulpwood				
Balsam Fir	8	Cords	\$	3.15 / Cord
Basswood	5	Cords	\$	3.00 / Cord
Mixed Hardwood	274	Cords	\$	5.65 / Cord
Quaking Aspen	8	Cords	\$	5.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 29.32 percent. There are an estimated 358 cords on this timber sale, plus or minus 105 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:

PAYMENT UNIT NUMBER

PERCENT OF TOTAL SALE VALUE

100.0%

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

#### **SALE STATISTICS**

#### **SALE VOLUMES**

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
28,261	358	29.32%	253	463

#### **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
24	28,282	358	29.32%	253	463
TOTAL:	28,282	358		253	463

#### **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
24	27.5	1	27.5
TOTAL:	27.5		27.5

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

	PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
Γ	1	Red Maple	Sawtimber	12.3	MBF	27.5	\$5,210.70
1		Sugar Maple		16.5	MBF		
1		Yellow Birch		2.7	MBF		
l		Balsam Fir	Pulpwood	8	Cords		
1		Basswood		5	Cords		
1		Mixed Hardwood		274	Cords		
1		Red Maple		143	Cords		
1		Sugar Maple		109	Cords		
1		Yellow Birch		22	Cords		
L		Quaking Aspen		8	Cords		
			TOTAL:	31.5	MBF		
			TOTAL:	295	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: GNA2 Cobra Sale Number: 11-870-20 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

#### 2.2 - Utilization

#### 2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 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. This is because excess woody debris prohibits regeneration.

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

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

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

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

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. No damage is acceptable to undesignated live merchantable trees. Within the sale area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

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

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road

maintenance or construction, including stumps, shall be dispersed throughout the sale.

#### 4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

#### 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

#### 4.1.6 - Road construction (1/09)

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

#### 4.1.12 - No new roads (1/12)

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

#### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup and during wet weather conditions.

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent USFS-owned lands.

#### 4.2.4 - Grading (10/16)

For completion of the sale, USFS 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. For private access contact: Mr. Anthony Stark at (906) 353-7411 and Lyme Timber Company at (906) 524-2040.

#### 4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or 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. Contact UPPCO at (906) 449-2013.

#### 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to July 1 to September 30, or during frozen winter conditions. This restriction is because of USFS operating season restrictions.

#### 5.2.3.3 - Bark slippage restriction (3/09)

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

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

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per instructions of the sale administrator.

#### 5.2.32 - 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 6 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.4.2 - Skid trails (2/04)

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

#### 5.4.6 - Wet area protection (5/10)

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

#### 5.6 - Debris and Waste Material

#### 5.6.2 - GNA, equipment cleaning (1/16)

(a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar

vehicles.

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

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Grist Mill Road and Krolick 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.

#### 7 - Other Conditions

**SKIP** 

#### 7.1.1 - GNA, title (7/16)

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

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

#### 7.3 - Contract Modifications

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

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

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

#### 7.5 - Loss

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

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

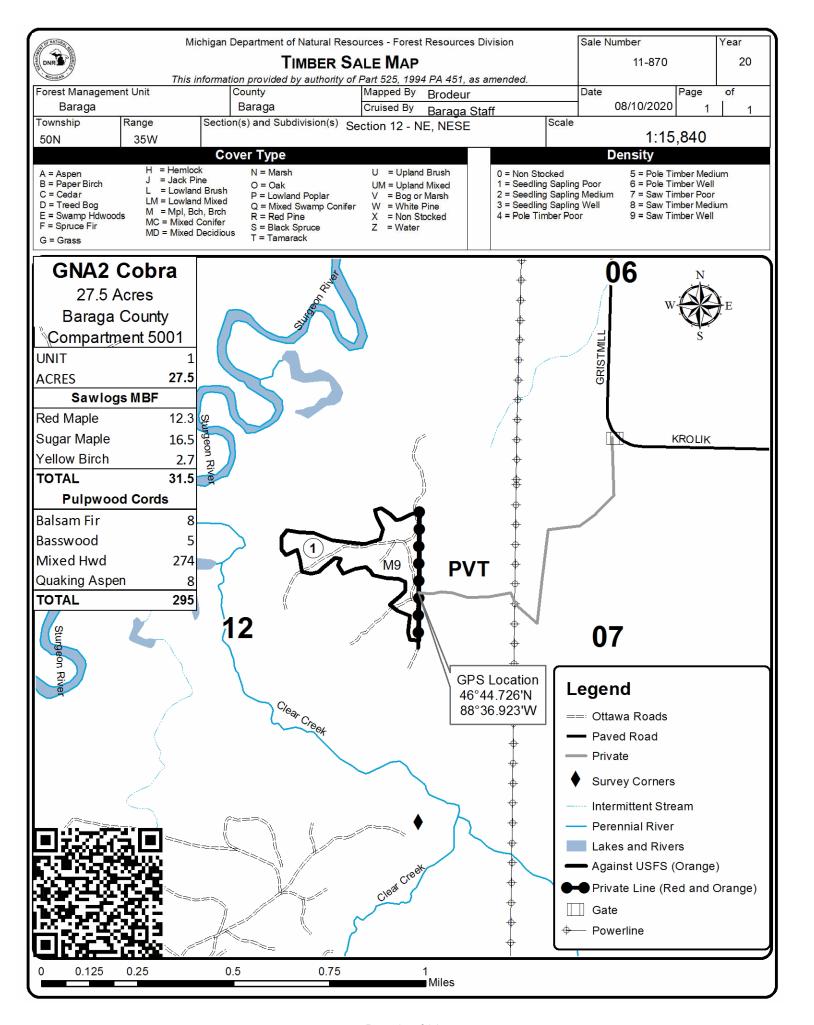
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to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

#### 7.10 - Certified Timber

#### 7.10.1 - Non-certified timber (2/16)

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

Section Name: Sale Specific Current as of 11/30/2020 8:38:19AM



#### BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

#### Royal Crown Hardwoods (11-008-20)

T52N, R35W, SEC. 15; T52N, R35W, SEC. 16; T52N, R35W, SEC. 21; Houghton

In response to the notice of sale to be held 9:00 a.m. (local time) on January 7, 2021, 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	<b>BID PRICE/UNIT</b>
Sawtimber				
Basswood	6.1 MBF	\$	40.00/MBF	\$
Red Maple	104.8 MBF	\$	74.00/MBF	\$
Sugar Maple	224.4 MBF	\$	152.00/MBF	\$
White Spruce	1.5 MBF	\$	30.00/MBF	\$
Yellow Birch	6.9 MBF	\$	58.00/MBF	\$
Pulpwood				
Basswood	12 Cords	\$	3.00/Cord	\$
Mixed Hardwood	1,600 Cords	\$	5.65/Cord	\$
Paper Birch	2 Cords	\$	9.45/Cord	\$
Quaking Aspen	5 Cords	\$	5.95/Cord	\$
White Spruce	2 Cords	\$	4.95/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.82 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or	SOCIAL SECURITY NUME	BER:					
	Company or individual bidding:								
	Company representative's name:								
	Address:								
	City:	State:_	Zip:						
F AVAILA	ABLE, PLEASE PLA	ACE THE PERSONALIZED	LABEL FROM YOUR PRO	DSPECTUS IN THE ABOVE BOX.					
ndividual	dividual or company representative's signature : Date:								
Phone nu	ımber :		Fmail (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 twenty-one (21) days of the contract award and prior to the i	Exclusion or Certificate of Insurance must be submitted within ssuance of the timber sale contract.
•	All Information must be typed or printed except for written s	ignatures.
Ple	lease Check Appropriate Categories:	
1.	<ul> <li>My business is organized as (you must check <u>one</u> of the land A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>	boxes below):
2.	You <b>must</b> check <u>one</u> of the boxes below:  A.   I certify my business is a sole proprietorship and it has no	employees but the sole proprietor. I am not subject to the
		ker's Compensation Act through the use of an approved Notice of the Notice of Exclusion within 21 days of the contract award. (For ker's Compensation Bureau at 517-322-1195).
	C.  ☐ I certify my business has a Worker's Compensation Policy one (21) days of the contract award.	. I will provide an original Certificate of Insurance within twenty-
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate than yourself, including family members and active partne	e the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0").
	Full-time Employees	Part-time Employees
lam	ame of Business	Federal ID (or) Social Security No.
Addı	dress	Telephone ( )
City	State	ZIP
	nereby certify that the above information is true and correct. factors affecting my coverage during any of my present and	I agree to notify the Michigan DNR of any changes that occur future operations.
S	Signature of Owner or Authorized Representative	
T	Title	Date

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

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

#### BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

#### Sure Thing Mix (11-017-20)

T52N, R37W, SEC. 25; T52N, R37W, SEC. 36; Ontonagon COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on January 7, 2021, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	<u>VOLUME*</u>	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber					
Basswood	21.7	MBF	\$	40.00/MBF	\$
Sugar Maple	10.6	MBF	\$	152.00/MBF	\$
White Ash	1.8	MBF	\$	40.00/MBF	\$
Yellow Birch	0.7	MBF	\$	58.00/MBF	\$
Pulpwood					
Balsam Fir	3	Cords	\$	3.15/Cord	\$
Basswood	55	Cords	\$	3.00/Cord	\$
Mixed Hardwood	218	Cords	\$	5.65/Cord	\$
Quaking Aspen	252	Cords	\$	5.95/Cord	\$
White Spruce	8	Cords	\$	4.95/Cord	\$
1					

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

	FEDERAL ID:	or SOCIAL SEC	CURITY NUMBER:					
	Company or individual bidding:							
	Company representative's name:							
	Address:							
	City:	_ State:	Zip:					
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	M YOUR PROSPECTUS IN T	HE ABOVE BOX.				
	ABLE, PLEASE PLACE THE PERSO or company representative's signatu			HE ABOVE BOX.  Date:				

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 (-) 33.84 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



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

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

FOR DEPARTMENT USE ONLY		
Sale Number (XX – XXX – XX – XX)		
Forest Management Unit:		
r orest management omt.		

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

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if hoves 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within

	twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.  All Information must be typed or printed except for written signatures.				
•					
Ple	Please Check Appropriate Categories:				
1.	<u> </u>	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 employed Worker's Compensation Laws.	es but the sole proprietor. I am not subject to the			
	B.  I certify my business has satisfied its o bligation to the Worker's Cor Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice questions or a copy of the BWC-337, please call the Worker's Com	of Exclusion within 21 days of the contract award. (For			
	C.   I certify my business has a Worker's Compensation Policy. I will proone (21) days of the contract award.	ovide an original Certificate of Insurance within twenty-			
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number than yourself, including family members and active partners (if nor Full-time Employees</li> </ol>				
lam	lame of Business Federal I	O (or) Social Security No.			
ddr	ddress Telephon (	e )			
ity	State ZIP				
n fa	hereby certify that the above information is true and correct. I agree to factors affecting my coverage during any of my present and future of Signature of Owner or Authorized Representative				
T	Title	Date			

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### BID FORM

## BARAGA MANAGEMENT UNIT BARAGA OFFICE

## GNA2 Cobra (11-870-20) T50N, R35W, SEC. 12; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on January 7, 2021, 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>AD</u>	<u>VERTISED PRICE</u>	BID PRICE/UNIT
Sawtimber				
Red Maple	12.3 MBF	\$	74.00/MBF	\$
Sugar Maple	16.5 MBF	\$	152.00/MBF	\$
Yellow Birch	2.7 MBF	\$	58.00/MBF	\$
Pulpwood				
Balsam Fir	8 Cords	\$	3.15/Cord	\$
Basswood	5 Cords	\$	3.00/Cord	\$
Mixed Hardwood	274 Cords	\$	5.65/Cord	\$
Quaking Aspen	8 Cords	\$	5.95/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:				İ
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual or company representative's signature: Date:					
Phone number : Email (optional):					

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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 29.32 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.



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

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

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

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

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

1. 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:	
	<ul> <li>A.          I certify my business is a sole proprietorship and it has no employ.     </li> <li>Worker's Compensation Laws.</li> </ul>	ees but the sole proprietor. I am not subject to the
	B.  I certify my business has satisfied its o bligation to the Worker's Continuous Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice questions or a copy of the BWC-337, please call the Worker's Continuous Conti	ce of Exclusion within 21 days of the contract award. (For
	C.   I certify my business has a Worker's Compensation Policy. I will pone (21) days of the contract award.	provide an original Certificate of Insurance within twenty-
3.	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the n than yourself, including family members and active partners (if no	
	Full-time Employees	Part-time Employees
Nan	Name of Business Federa	I ID (or) Social Security No.
Add	Address Telepho	one
	(	)
City	City State ZIP	
	I hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future of	
_	Signature of Owner or Authorized Representative	-
·		
7	Title	Date

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

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