

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7124

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on November 3, 2022. LOCATION: BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

<u>PROSPECTUS NOTE:</u> Contact Brad Carlson for questions regarding timber sales 11-005-22 Silver West Hardwoods, 11-013-22 Motley Mix or 11-019-22 Skeleton Hdwd.

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:

Silver West Hardwoods (11-005-22) / T49N, R32W, SEC. 9, NE.

Baraga County, Advertised Price \$26,716.65, 83.4 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Access may be through private land.

Motley Mix (11-013-22) / T51N, R36W, SEC. 19, NW, NWNE, S1/2NE, SESE.

Houghton County, Advertised Price \$49,276.35, 145.2 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Access may be through private land.

Skeleton Hdwd (11-019-22) / T51N, R39W, SEC. 30, S1/2NW,N1/2SW,SWSW.

T51N, R39W, SEC. 31, NWNW.

T51N, R40W, SEC. 25, E1/2NW, NWNE, S1/2NE, SE.

T51N, R40W, SEC. 36, NE, N1/2SE.

Ontonagon County, Advertised Price \$57,803.70, 296.8 Acres, Hardwood, Sugar Maple.

SALE NOTE: This contract has a shorter duration due to fading paint.

Access may be through private or other public land.

#### BID INSTRUCTIONS (VER. 10/10/2022):

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

Bids must be received by the Unit Manager, BARAGA OFFICE, 427 US 41 North, Baraga, MI 49908, no later than 9:00 a.m. (local time) on November 3, 2022. For further information concerning this sale, contact Brad Carlson at 906-353-6651.

# 2. Bidder's Qualifications (10/22)

If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

#### 3. Preparation of Sealed Bids (5/16)

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

#### 4. Submission of Sealed Bids (5/16)

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

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

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

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

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

# 6. Award of Contract (1/11)

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

# 7. Down Payment (1/11)

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

# 8. Performance Security (1/11)

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

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

#### 9. Worker's Compensation (10/22)

Purchaser shall obtain worker's compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

#### 10. Timber Sale Contract (10/22)

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

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

#### 11. Disclaimer of Estimates and Bidder's Warranty of Inspection (10/22)

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

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

# 12. Certification and Chain-of-Custody (10/22)

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

# 13. Good Neighbor Authority (GNA) Requirements (10/22)

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

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In

addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

- 14. Good Neighbor Authority (GNA) Requirements, con't (10/22) Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.
- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

DAN EICHINGER
Director

#### TIMBER SALE INFORMATION

Silver West Hardwoods (11-005-22) T49N, R32W, SEC. 9. Baraga County (Advertised Price \$26,716.65)

SALE NOTE: Access may be through private land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PR	
Sawtimber				
Black Cherry	16.3	MBF	\$	75.00 / MBF
Red Maple	16.3	MBF	\$	115.00 / MBF
Sugar Maple	63.1	MBF	\$	190.00 / MBF
Yellow Birch	2.1	MBF	\$	46.00 / MBF
Pulpwood				
Balsam Fir	50	Cords	\$	6.60 / Cord
Mixed Hardwood	723	Cords	\$	11.65 / Cord
Mixed Spruce	274	Cords	\$	10.15 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 18.75 percent. There are an estimated 1,261 cords on this timber sale, plus or minus 236 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 \$2,400.00 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 27.2%

02 72.8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2026.

#### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### SALE VOLUMES

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME		VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM			
99,609	1,261	18.75%	1,024	1,497		

#### **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	43,733	554	19.25%	447	660
2	55,875	707	20.14%	565	850
TOTAL:	99,609	1,261		1,012	1,510

# **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	20.7	1	20.7
2	62.7	2	62.7
TOTAL:	83.4		83.4

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Cherry	Sawtimber	2.8	MBF	20.7	\$7,276.70
	Red Maple		8.1	MBF		
	Sugar Maple		3.2	MBF		
	Balsam Fir	Pulpwood	47	Cords		
	Mixed Hardwood		230	Cords		
	Black Cherry		23	Cords		
	Red Maple		156	Cords		
	Sugar Maple		17	Cords		
	Yellow Birch		34	Cords		
	Mixed Spruce		250	Cords		
	Black Spruce		196	Cords		
	White Spruce		54	Cords		
2	Black Cherry	Sawtimber	13.5	MBF	62.7	\$19,439.95
	Red Maple		8.2	MBF		
	Sugar Maple		59.9	MBF		
	Yellow Birch		2.1	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Hardwood		493	Cords		
	Black Cherry		91	Cords		
	Ironwood		13	Cords		
	Red Maple		48	Cords		
	Sugar Maple		339	Cords		
	Yellow Birch		2	Cords		
	Mixed Spruce		24	Cords		
	White Spruce		24	Cords		
		TOTAL:	97.8	MBF		
		TOTAL:	1,047	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Silver West Hardwoods Sale Number: 11-005-22 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

#### 2.1.2 - 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 white birch, hemlock, cedar and white pine. Additionally, all hardwood stems 22" and greater are to be reserved.

#### 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

#### 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

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

Skidding of lengths over 17 feet is permissible as long as the timber sale administrator approves the method and machinery used. If at any point damage exceeds specification 3.4.1, all of the remaining wood must be skid in lengths less than 17 feet.

#### 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 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.

#### 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 crossing located on state land. The purchaser shall notify the DNR 90 days prior to working on any crossing that will require a EGLE permit.

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

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

#### 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 located on state land. The purchaser shall notify the DNR 90 days prior to working on any crossing 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, 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. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

# 4.2.2 - Fill material (4/07)

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

#### 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.

#### 4.2.5 - 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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (9/16)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the red paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

# 5.2.2 - 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 and 2, unless changed by written agreement, all harvest restoration activities must be completed by July 15th for all areas that were harvested during the previous harvest season. This restriction is to allow the restored areas to revegetate before the dry season.

#### 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 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)

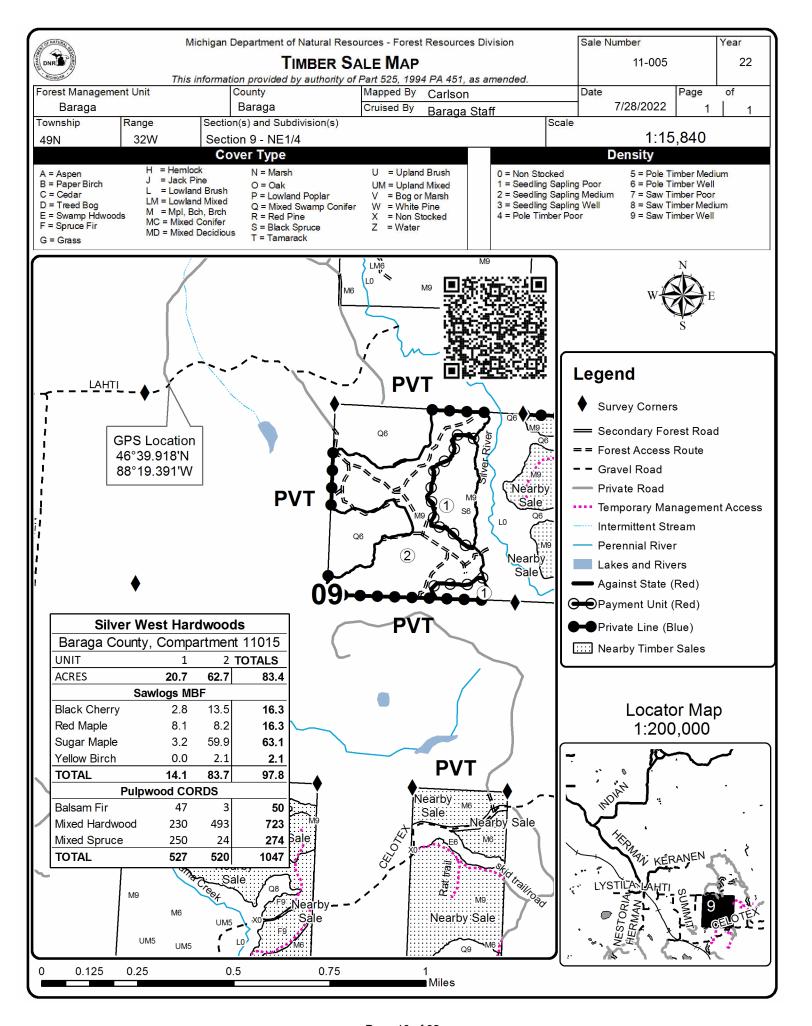
The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 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 8/11/2022 3:28:44PM



#### TIMBER SALE INFORMATION

Motley Mix (11-013-22)
T51N, R36W, SEC. 19.
Houghton County (Advertised Price \$49,276.35)

SALE NOTE: Access may be through private land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

ESTIMATED UNITS*		ADVERTISED PRI	
19.1	MBF	\$	69.00 / MBF
93.3	MBF	\$	115.00 / MBF
38.1	MBF	\$	190.00 / MBF
4.9	MBF	\$	46.00 / MBF
59	Cords	\$	6.60 / Cord
26	Cords	\$	6.05 / Cord
791	Cords	\$	6.35 / Cord
46	Cords	\$	23.35 / Cord
1,564	Cords	\$	11.65 / Cord
476	Cords	\$	10.15 / Cord
13	Cords	\$	5.30 / Cord
	19.1 93.3 38.1 4.9 59 26 791 46 1,564 476	19.1 MBF 93.3 MBF 38.1 MBF 4.9 MBF  59 Cords 26 Cords 791 Cords 46 Cords 1,564 Cords 476 Cords	19.1 MBF \$ 93.3 MBF \$ 38.1 MBF \$ 4.9 MBF \$  59 Cords \$ 26 Cords \$ 791 Cords \$ 46 Cords \$ 1,564 Cords \$ 476 Cords \$

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 16.45 percent. There are an estimated 3,557 cords on this timber sale, plus or minus 585 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$4,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	6.9%
02	24.7%
03	21.9%
04	14.4%
05	9.5%
06	17.0%
07	5.6%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2026.

# **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME		VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
281,017	3,557	16.45%	2,972	4,143		

# **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
8	13,449	170	56.41%	74	266
9	220,151	2,787	15.34%	2,359	3,214
17	18,289	232	38.63%	142	321
20	19,262	244	33.44%	162	325
33	9,867	125	164.31%	80	330
TOTAL:	281,017	3,557		2,657	4,457

#### **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:	145.2		145.2
33	5.8	7	5.8
20	21.4	6	21.4
17	20.3	5	20.3
		4	19.2
		3	29.3
9	81.8	2	33.3
8	15.9	1	15.9
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	10.4	MBF	15.9	\$3,376.40
	Sugar Maple		3.2	MBF		
	Mixed Hardwood	Pulpwood	128	Cords		
	Red Maple		123	Cords		
	Sugar Maple		5	Cords		
	Mixed Spruce		8	Cords		
	White Spruce		8	Cords		
2	Red Maple	Sawtimber	20.3	MBF	33.3	\$12,257.85
	Balsam Fir	Pulpwood	9	Cords		. ,
	Hemlock	'	322	Cords		
	Mixed Aspen		19	Cords		
	Quaking Aspen		19	Cords		
	Mixed Hardwood		474	Cords		
	Black Cherry		9	Cords		
	Red Maple		407	Cords		
	Sugar Maple		4	Cords		
	Yellow Birch		54	Cords		
	Mixed Spruce		180	Cords		
	· ·					
	Black Spruce		180	Cords		
	Tamarack		5	Cords		
3	Red Maple	Sawtimber	17.9	MBF	29.3	\$10,781.85
	Balsam Fir	Pulpwood	8	Cords		
	Hemlock		283	Cords		
	Mixed Aspen		16	Cords		
	Quaking Aspen		16	Cords		
	Mixed Hardwood		418	Cords		
	Black Cherry		9	Cords		
	Red Maple		358	Cords		
	Sugar Maple		3	Cords		
	Yellow Birch		48	Cords		
	Mixed Spruce		158	Cords		
	Black Spruce		158	Cords		
	Tamarack		5	Cords		
4	Red Maple	Sawtimber	11.7	MBF	19.2	\$7,080.05
	Balsam Fir	Pulpwood	5	Cords		
	Hemlock		186	Cords		
	Mixed Aspen		11	Cords		
	Quaking Aspen		11	Cords		
	Mixed Hardwood		274	Cords		
	Black Cherry		6	Cords		
	Red Maple		235	Cords		
	Sugar Maple		2	Cords		
	Yellow Birch		31	Cords		
	Mixed Spruce		104	Cords		
	Black Spruce		104	Cords		
	Tamarack		3	Cords		
5	Basswood	Sawtimber	2.3	MBF	20.3	\$4,680.80
J	Red Maple	Sawtillibel	3.4	MBF	20.5	ψ4,000.00
	Sugar Maple		13.1	MBF		
		Dulpwood				
	Balsam Fir	Pulpwood	34	Cords		
	Basswood		2	Cords		
	Mixed Hardwood		98	Cords		
	Red Maple		31	Cords		
	Sugar Maple		67	Cords		
	Mixed Spruce		26	Cords		
	White Spruce		26	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6	Basswood	Sawtimber	16.8	MBF	21.4	\$8,355.30
	Red Maple		15.6	MBF		
	Sugar Maple		21.8	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Basswood		24	Cords		
	Mixed Hardwood		94	Cords		
	Red Maple		34	Cords		
	Sugar Maple		60	Cords		
7	Red Maple	Sawtimber	14.0	MBF	5.8	\$2,744.10
	Yellow Birch		4.9	MBF		
	Mixed Hardwood	Pulpwood	78	Cords		
	Red Maple		69	Cords		
	Yellow Birch		9	Cords		
		TOTAL:	155.4	MBF		
		TOTAL:	2,975	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Motley Mix Sale Number: 11-013-22 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 other wise directed by the Unit Manager of there representative.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 7, cut all trees which meet minimum piece specifications in 2.2 Utilization except hemlock, black cherry, cedar, oak and white pine are to be reserved and protected.

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

Within Payment Unit(s) 1, 5, and 6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition in units 5 and 6, all balsam fir and spruce which meet minimum piece specifications in 2.2 - Utilization. are to be harvested.

#### 2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 2, 3, and 4, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except cedar, white pine, and trees marked with green paint above and below stump height. Also, all trees 20" DBH and larger are not included timber and are to be reserved.

#### 2.2 - Utilization

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

Skidding of unlimbed tops or lengths over 17 feet is not permissible in units 1, 5, and 6. unless approved by the Unit Manager or his/her representative.

#### 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 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. The purchaser shall notify the DNR 90 days prior to working on any crossing that will require a EGLE permit

#### 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. The purchaser shall notify the DNR 90 days prior to working on any crossing 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, 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. Stumps and brush must be placed along the remainder of the trail. 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.

#### 4.1.11 - Permits (2/12)

The DNR will secure any necessary stream crossing permits that may be required. The purchaser shall notify the DNR 90 days prior to working on any crossing that will require a EGLE permit

#### 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.

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

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

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the Purchaser. A copy of the written permission from the private land-owner may be required by the DNR. For access to units 5, 6 and 7 on existing roads on the N1/2 of the S1/2 of Section 19 please contact Tim Blanksvard (269-487-7379). Section 20 in owned by TRG which is managed by American Forest Management, Houghton Mi office (906-483-0820).

# 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the Timber Sale Map.

#### 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

#### 5.2.2 - 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, 3, 4, 5, 6 and 7, unless changed by written agreement, all remediation work must be completed by June 15th for all areas that were harvested during previous harvest season. This restriction is to allow the remediation areas to revegetate before the dry season.

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

Within Payment Unit(s) 1, 5, and 6, 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.

# 5.2.22 - Operating Caution

## 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 2, 3, 4, and 7, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of the wet soil type.

#### 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 may be required to be seeded and mulched per instructions of the sale administrator.

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

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

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (7/16)

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

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

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

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

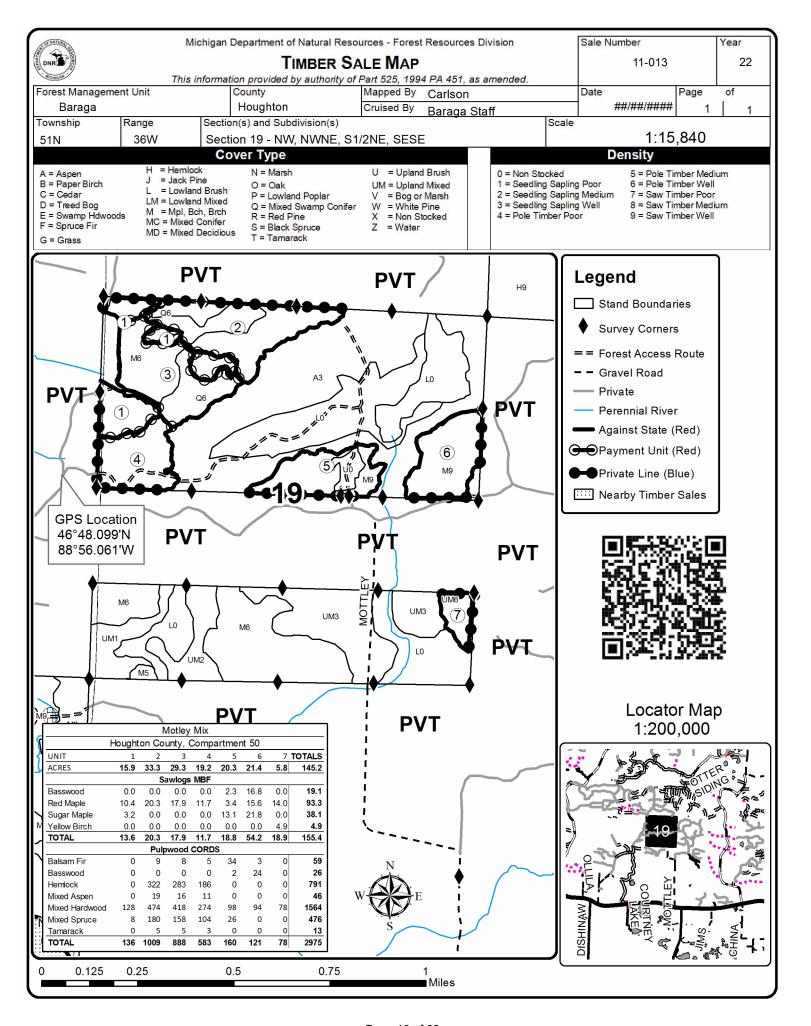
Skid trails and roads on slopes shall be water barred with slash and stumps as soon as use is complete to prevent erosion.

# 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 8/23/2022 8:21:37AM



#### TIMBER SALE INFORMATION

#### Skeleton Hdwd (11-019-22)

T51N, R39W, SEC. 30; T51N, R39W, SEC. 31; T51N, R40W, SEC. 25; T51N, R40W, SEC. 36.
Ontonagon County (Advertised Price \$57,803.70)

SALE NOTE: This contract has a shorter duration due to fading paint.

Access may be through private or other public land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADV	ERTISED PRICE
Sawtimber				
Basswood	51.3	MBF	\$	38.00 / MBF
Black Ash	11.2	MBF	\$	12.00 / MBF
Red Maple	132.7	MBF	\$	63.00 / MBF
Sugar Maple	188.3	MBF	\$	104.00 / MBF
White Ash	189.9	MBF	\$	39.00 / MBF
Pulpwood				
Basswood	274	Cords	\$	3.30 / Cord
Mixed Aspen	71	Cords	\$	12.75 / Cord
Mixed Hardwood	2,923	Cords	\$	6.35 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.14 percent. There are an estimated 4,721 cords on this timber sale, plus or minus 432 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	6.9%
02	22.8%
03	9.8%
04	12.2%
05	15.6%
06	15.9%
07	16.8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2025.

#### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME		VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
372,932	4,721	9.14%	4,289	5,152		

# **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
21	75,535	956	21.04%	755	1,157
22	78,460	993	21.72%	777	1,209
24	218,937	2,771	9.96%	2,495	3,047
TOTAL:	372,932	4,721		4,028	5,413

# **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
21	47.2	3	0.2
		5	0.1
		7	46.9
22	41.8	1	17.3
		3	24.4
		7	0.1
24	207.8	2	71.2
		4	38.0
		5	48.7
		6	49.8
		7	0.1
TOTAL:	296.8		296.8

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Ash	Sawtimber	2.9	MBF	17.3	\$3,982.10
	Red Maple		16.1	MBF		
	Sugar Maple		3.8	MBF		
	White Ash		15.7	MBF		
	Basswood	Pulpwood	10	Cords		
	Mixed Aspen		4	Cords		
	B. T. Aspen		4	Cords		
	Mixed Hardwood		290	Cords		
	Black Ash		6	Cords		
	Red Maple		122	Cords		
	Sugar Maple		90	Cords		
	White Ash		62	Cords		
	Yellow Birch		10	Cords		
2	Basswood	Sawtimber	17.6	MBF	71.2	\$13,190.15
	Black Ash		1.4	MBF		
	Red Maple		18.6	MBF		
	Sugar Maple		57.7	MBF		
	White Ash		44.0	MBF		
	Basswood	Pulpwood	70	Cords		
	Mixed Aspen		8	Cords		
	B. T. Aspen		8	Cords		
	Mixed Hardwood		517	Cords		
	Black Ash		2	Cords		
	Ironwood		6	Cords		
	Red Maple		70	Cords		
	Sugar Maple		349	Cords		
	White Ash		83	Cords		
	Yellow Birch		7	Cords		
3	Black Ash	Sawtimber	4.1	MBF	24.6	\$5,672.55
	Red Maple		22.8	MBF		
	Sugar Maple		5.5	MBF		
	White Ash		22.3	MBF		
	Basswood	Pulpwood	14	Cords		
	Mixed Aspen		6	Cords		
	B. T. Aspen		6	Cords		
	Mixed Hardwood		413	Cords		
	Black Ash		10	Cords		
	Red Maple		173	Cords		
	Sugar Maple		128	Cords		
	White Ash		89	Cords		
	Yellow Birch		13	Cords		
4	Basswood	Sawtimber	9.4	MBF	38.0	\$7,026.50
	Black Ash		0.8	MBF		
	Red Maple		9.9	MBF		
	Sugar Maple		30.8	MBF		
	White Ash		23.5	MBF		
	Basswood	Pulpwood	38	Cords		
	Mixed Aspen		4	Cords		
	B. T. Aspen		4	Cords		
	Mixed Hardwood		274	Cords		
	Black Ash		1	Cords		
	Ironwood		3	Cords		
	Red Maple		37	Cords		
	Sugar Maple		185	Cords		
	White Ash Yellow Birch		44 4	Cords Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5	Basswood	Sawtimber	12.0	MBF	48.8	\$9,023.15
	Black Ash		1.0	MBF		
	Red Maple		12.8	MBF		
	Sugar Maple		39.4	MBF		
	White Ash		30.2	MBF		
	Basswood	Pulpwood	49	Cords		
	Mixed Aspen	•	5	Cords		
	B. T. Aspen		5	Cords		
	Mixed Hardwood		354	Cords		
	Black Ash		1	Cords		
	Ironwood		4	Cords		
	Red Maple		49	Cords		
	Sugar Maple		238	Cords		
	White Ash		57	Cords		
	Yellow Birch		1			
			5	Cords	40.0	<b>#0.005.5</b>
6	Basswood	Sawtimber	12.3	MBF	49.8	\$9,205.5
	Black Ash		1.0	MBF		
	Red Maple		13.0	MBF		
	Sugar Maple		40.3	MBF		
	White Ash		30.8	MBF		
	Basswood	Pulpwood	50	Cords		
	Mixed Aspen		5	Cords		
	B. T. Aspen		5	Cords		
	Mixed Hardwood		360	Cords		
	Black Ash		1	Cords		
	Ironwood		4	Cords		
	Red Maple		49	Cords		
	Sugar Maple		243	Cords		
	White Ash		58	Cords		
	Yellow Birch		5	Cords		
7	Red Maple	Sawtimber	39.5	MBF	47.1	\$9,703.7
'	Sugar Maple	Cawtillibel	10.8	MBF	77.1	ψ3,703.7
	White Ash		23.4	MBF		
		Dulauraad				
	Basswood	Pulpwood	43	Cords		
	Mixed Aspen		39	Cords		
	Quaking Aspen		39	Cords		
	Mixed Hardwood		715	Cords		
	Ironwood		13	Cords		
	Red Maple		358	Cords		
	Sugar Maple		254	Cords		
	White Ash		84	Cords		
	Yellow Birch		6	Cords		
		TOTAL:	573.4	MBF		
		TOTAL:	3,268	Cords		

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#### Sale Specific Conditions & Requirements

Sale Name: Skeleton Hdwd Sale Number: 11-019-22 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 red 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.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, 4, 5, 6 and 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

# 2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible within Payment Units 1, 2, 3, 4, 5, 6, and 7; 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.

#### 2.3 - Log Rule

#### 2.3.1 - Log rule (12/08)

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

# 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 DNR for crossings located on state land.

#### 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 located on state land.

# 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

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

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

#### 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.

#### 4.4.5 - Federal property access (3/11)

Permission for access across federal land is the responsibility of the Purchaser. Contact for Forest Service: Del Platzke Phone: (906)-285-9004 Email: del.e.platzke@usda.gov

#### 5 - Operations

#### 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

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

Within Payment Unit(s) 1, 2, 3, 4, 5, 6 and 7, unless changed by written agreement, all cleanup work must be completed by June 15 for harvest areas completed during previous operating season. This restriction is to allow the cleanup areas to revegetate before the dry season.

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

Within Payment Unit(s) 1, 2, 3, 4, 5, 6 and 7, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

# 5.2.32 - 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.

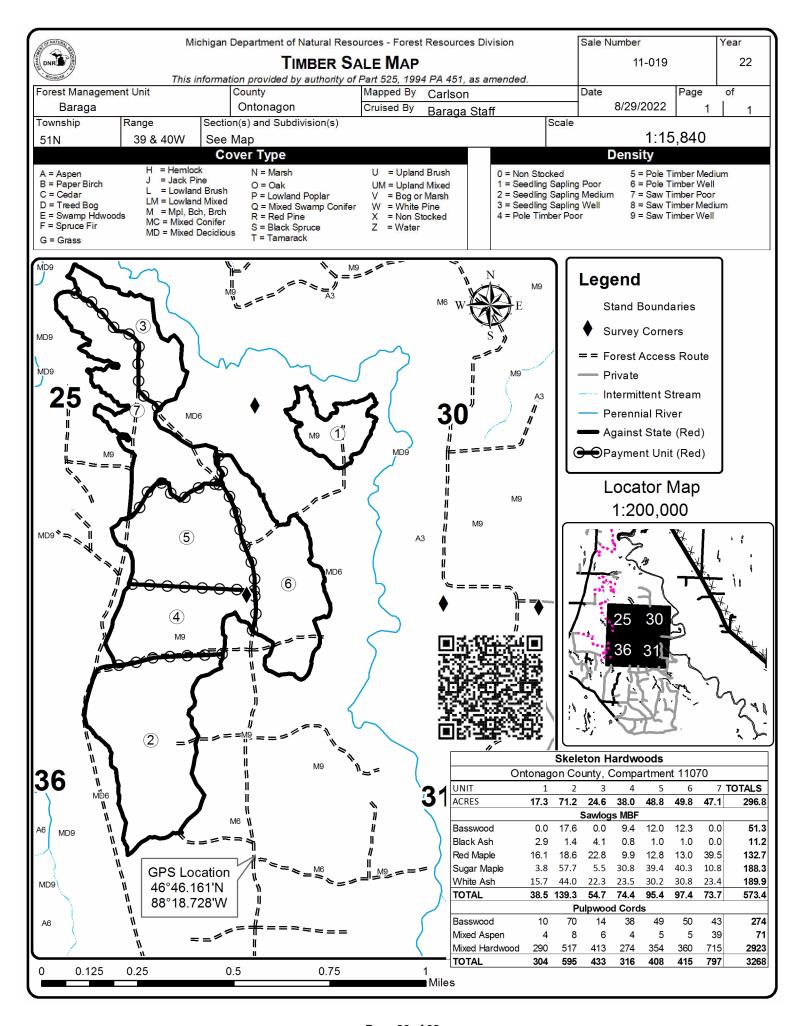
# 6 - Safety and Fire Prevention

#### 6.2 - Signing

# 6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on FDR 690 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 10/7/2022 10:58:26AM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

BARAGA MANAGEMENT UNIT BARAGA OFFICE

Silver West Hardwoods (11-005-22) T49N, R32W, SEC. 9; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on November 3, 2022, 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>/OLUME*</u>	ADVERTISED PRICE		BID PRICE/UN	IT
Sawtimber						
Black Cherry	16.3	MBF	\$	75.00/MBF	\$	
Red Maple	16.3	MBF	\$	115.00/MBF	\$	
Sugar Maple	63.1	MBF	\$	190.00/MBF	\$	
Yellow Birch	2.1	MBF	\$	46.00/MBF	\$	
Pulpwood						
Balsam Fir	50	Cords	\$	6.60/Cord	\$	
Mixed Hardwood	723	Cords	\$	11.65/Cord	\$	
Mixed Spruce	274	Cords	\$	10.15/Cord	\$	

\*The volumes are statistically estimated within plus (+) or minus (-) 18.75 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 SECU	JRITY NUMBER:				
	Company or individual bidding:				Ш		
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
IF AVAILA	ABLE, PLEASE PLACE THE PERSOI	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.	_		
Individual	or company representative's signatu	re:		Date:			
Phone nu	mber :	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.

Please Check Appropriate Categories:

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

١.	A. Sole Proprietorship (individual)	check <u>one</u> of the	boxes b	eiow):			
	B. ☐ Partnership						
	C.  Corporation						
2.	You <b>must</b> check <u>one</u> of the boxes below	<b>:</b>					
	A.  I certify my business is a sole proprieto Worker's Compensation Laws.	orship and it has no	employe	es but the sole propri	etor. I am not subject to the		
	B. I certify my business has satisfied its o Exclusion (BWC-337, Rev. 5/96). I will questions or a copy of the BWC-337, p	I provide a copy of	the Notic	e of Exclusion within	21 days of the contract award. (Fo		
	C.  I certify my business has a Worker's Conne (21) days of the contract award.	ompensation Policy	v. I will p	rovide an original Cer	tificate of Insurance within twenty	<b>'-</b>	
3.	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 employees, other than yourself, including family members and active partners (if none, you must enter "0").						
	Full-time Em	ployees			Part-time Employees		
Nan	me of Business		Federal	ID (or) Social Security N	lo.		
				,			
Add	dress		Telepho (	ne )			
City		State	ZIP				
	ereby certify that the above information is t factors affecting my coverage during any o				an DNR of any changes that o	ccur	
5	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)

#### BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

# Motley Mix (11-013-22) T51N, R36W, SEC. 19; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on November 3, 2022, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	ADVERTISED PRICE		BID PRICE/UNIT
Sawtimber					
Basswood	19.1	MBF	\$	69.00/MBF	\$
Red Maple	93.3	MBF	\$	115.00/MBF	\$
Sugar Maple	38.1	MBF	\$	190.00/MBF	\$
Yellow Birch	4.9	MBF	\$	46.00/MBF	\$
Pulpwood					
Balsam Fir	59	Cords	\$	6.60/Cord	\$
Basswood	26	Cords	\$	6.05/Cord	\$
Hemlock	791	Cords	\$	6.35/Cord	\$
Mixed Aspen	46	Cords	\$	23.35/Cord	\$
Mixed Hardwood	1,564	Cords	\$	11.65/Cord	\$
Mixed Spruce	476	Cords	\$	10.15/Cord	\$
Tamarack	13	Cords	\$	5.30/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:	
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.				
Individual	ndividual or company representative'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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 16.45 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.			
Ple	Please Check Appropriate Categories:			
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>			
<ul> <li>You must check <u>one</u> 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> </ul>				
	<ul> <li>B.  \[ \] I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  \[ \] I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>			
3.	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 employees, other than yourself, including family members and active partners (if none, you must enter "0").			
	Full-time Employees	Part-time Employees		
Name of Business		Federal ID (or) Social Security No.		
Add	ddress T (	elephone		
City	ity State Z	ZIP		
in fa _	hereby certify that the above information is true and correct. It is a factors affecting my coverage during any of my present and further 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

#### Skeleton Hdwd (11-019-22)

T51N, R39W, SEC. 30; T51N, R39W, SEC. 31; T51N, R40W, SEC. 25; T51N,

In response to the notice of sale to be held 9:00 a.m. (local time) on November 3, 2022, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED \</u>	VOLUME*	<u>AD'</u>	VERTISED PRICE	BID PRICE/UN	<u> III</u>
Basswood	51.3	MRE	\$	38.00/MBF	\$	
			·		*	
Black Ash	11.2	MBF	\$	12.00/MBF	\$	
Red Maple	132.7	MBF	\$	63.00/MBF	\$	
Sugar Maple	188.3	MBF	\$	104.00/MBF	\$	
White Ash	189.9	MBF	\$	39.00/MBF	\$	
Pulpwood						
Basswood	274	Cords	\$	3.30/Cord	\$	
Mixed Aspen	71	Cords	\$	12.75/Cord	\$	
Mixed Hardwood	2,923	Cords	\$	6.35/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:	
IF AVAILA	ABLE, PLEASE PLACE THE PERSON	NALIZED LABEL FROM	YOUR PROSPECTUS IN TH	HE ABOVE BOX.
Individual	ividual or company representative's signature: Date:			
Phone nu	hone number: 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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 9.14 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.

•	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.	<ol> <li>You must check one of the boxes below:</li> <li>A. ☐ I certify my business is a sole proprietorship and it has no</li> </ol>	omployees but the cale preprietor. I am not subject to the	
	Worker's Compensation Laws.  B.   I certify my business has satisfied its o bligation to the Wor	ker's Compensation Act through the use of an approved Notice of he Notice of Exclusion within 21 days of the contract award. (For	
	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.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partner</li> </ol>	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	
Van	Name of Business	Federal ID (or) Social Security No.	
Add	Address	Telephone ( )	
City	City State	ZIP	
	hereby certify that the above information is true and correct. In factors affecting my coverage during any of my present and t		
	Signature of Owner or Authorized Representative		
_=	Title	Date	

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

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