



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN  
TIMBER SALE PROSPECTUS #7387**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on April 11, 2024.

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:

Pelkie Creek Mix (11-003-24) / T48N, R32W, SEC. 18, NWNW.

T48N, R33W, SEC. 12, S1/2NW,SW,NWSE,S1/2SE.

T48N, R33W, SEC. 13, NE.

Baraga County, Advertised Price \$51,087.40, 269.8 Acres, Spruce/Fir/Tamarack, Hardwood.

SALE NOTE: Access may be through private land.

X Factor (11-005-24) / T48N, R32W, SEC. 16, SWSW.

T48N, R32W, SEC. 20, NW,W1/2NE,E1/2SW,SE.

T48N, R32W, SEC. 21, NWNW,NWSW,S1/2SW.

T48N, R32W, SEC. 28, S1/2NW.

Baraga County, Advertised Price \$83,993.70, 356.6 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Access may be through private 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 April 11, 2024. 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](http://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](http://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

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.

Scott Bowen  
Director

**TIMBER SALE INFORMATION**

Pelkie Creek Mix (11-003-24)  
 T48N, R32W, SEC. 18; T48N, R33W, SEC. 12; T48N, R33W, SEC. 13.  
 Baraga County (Advertised Price \$51,087.40)

SALE NOTE: Access may be through private land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the 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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
<b>Sawtimber</b>		
American Elm	0.5 MBF	\$ 75.00 / MBF
Black Cherry	3.5 MBF	\$ 36.00 / MBF
Red Maple	21.7 MBF	\$ 108.00 / MBF
Sugar Maple	52.7 MBF	\$ 177.00 / MBF
White Spruce	1.1 MBF	\$ 50.00 / MBF
Yellow Birch	0.4 MBF	\$ 131.00 / MBF
<b>Pulpwood</b>		
Balsam Fir	47 Cords	\$ 6.45 / Cord
Mixed Hardwood	1,231 Cords	\$ 10.50 / Cord
Mixed Spruce	1,652 Cords	\$ 14.75 / Cord
Paper Birch	77 Cords	\$ 3.15 / Cord
Tamarack	297 Cords	\$ 4.40 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 27.04 percent. There are an estimated 3,492 cords on this timber sale, plus or minus 944 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	19.0%
02	28.4%
03	25.0%
04	27.6%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2027.

**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		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
275,845	3,492	27.04%	2,547	4,436

## 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.

VDU	VOLUME		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
2	5,786	73	43.12%	42	105
3	26,069	330	21.57%	259	401
7	3,665	46	68.94%	14	78
10	22,013	279	27.30%	203	355
12	30,873	391	21.86%	305	476
20	18,969	240	27.15%	175	305
21	166,156	2,103	24.62%	1,585	2,621
22	2,316	29	103.42%	0	60
<b>TOTAL:</b>	<b>275,845</b>	<b>3,492</b>		<b>2,583</b>	<b>4,401</b>

## 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
2	8.6	1	8.6
3	33.7	2	33.7
7	5.3	2	5.3
10	26.5	1	26.5
12	34.0	2	34.0
20	26.5	1	26.5
21	131.2	3	62.2
		4	69.0
22	4.0	2	4.0
<b>TOTAL:</b>	<b>269.8</b>		<b>269.8</b>

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE				
1	American Elm	Sawtimber    Pulpwood           Mixed Spruce  White Spruce	0.5	MBF	61.6	\$9,683.85				
	Black Cherry		3.5	MBF						
	Red Maple		10.1	MBF						
	Sugar Maple		16.4	MBF						
	Balsam Fir		5	Cords						
	Mixed Hardwood		498	Cords						
	<i>American Elm</i>		3	<i>Cords</i>						
	<i>Black Cherry</i>		28	<i>Cords</i>						
	<i>Red Maple</i>		170	<i>Cords</i>						
	<i>Sugar Maple</i>		281	<i>Cords</i>						
	<i>Yellow Birch</i>		16	<i>Cords</i>						
	Mixed Spruce		18	Cords						
	<i>White Spruce</i>		18	<i>Cords</i>						
	2		Red Maple	Sawtimber    Pulpwood           Mixed Spruce  White Spruce			11.6	MBF	77.0	\$14,518.35
Sugar Maple		33.3	MBF							
White Spruce		1.1	MBF							
Yellow Birch		0.4	MBF							
Balsam Fir		19	Cords							
Mixed Hardwood		638	Cords							
<i>Black Cherry</i>		8	<i>Cords</i>							
<i>Red Maple</i>		84	<i>Cords</i>							
<i>Sugar Maple</i>		532	<i>Cords</i>							
<i>Yellow Birch</i>		14	<i>Cords</i>							
Mixed Spruce		30	Cords							
<i>White Spruce</i>		30	<i>Cords</i>							
3		Sugar Maple	Sawtimber  Pulpwood           Mixed Spruce  Black Spruce  White Spruce  Paper Birch  Tamarack		1.4	MBF	62.2	\$12,763.45		
		Balsam Fir			11	Cords				
	Mixed Hardwood	46		Cords						
	<i>Red Maple</i>	17		<i>Cords</i>						
	<i>Sugar Maple</i>	23		<i>Cords</i>						
	<i>Yellow Birch</i>	6		<i>Cords</i>						
	Mixed Spruce	761		Cords						
	<i>Black Spruce</i>	756		<i>Cords</i>						
	<i>White Spruce</i>	5		<i>Cords</i>						
	Paper Birch	37		Cords						
	Tamarack	141		Cords						
	4	Sugar Maple		Sawtimber  Pulpwood           Mixed Spruce  Black Spruce  White Spruce  Paper Birch  Tamarack	1.6	MBF			69.0	\$14,121.75
Balsam Fir		12	Cords							
Mixed Hardwood		49	Cords							
<i>Red Maple</i>		18	<i>Cords</i>							
<i>Sugar Maple</i>		25	<i>Cords</i>							
<i>Yellow Birch</i>		6	<i>Cords</i>							
Mixed Spruce		843	Cords							
<i>Black Spruce</i>		838	<i>Cords</i>							
<i>White Spruce</i>		5	<i>Cords</i>							
Paper Birch		40	Cords							
Tamarack		156	Cords							
TOTAL:			79.9		MBF					
TOTAL:			3,304	Cords						

## Sale Specific Conditions & Requirements

**Sale Name: Pelkie Creek Mix**

**Sale Number: 11-003-24 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.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 3 and 4, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut hemlock, white pine, red pine, cedar and red oak. In addition, do not cut any hardwood trees (sugar maple, red maple and yellow birch) 22 inches or more at DBH.

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

Within Payment Unit(s) 1 and 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 at DBH and 4 inches for trees smaller than 10 inches at 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 is not permissible. Skidding of lengths over 17 feet is permissible as long as the 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.

##### 2.2.7 - 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 for more than 30 days.

### 3 - Payments

#### 3.4 - Damaged Timber

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

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

No damage is acceptable to 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 for crossings located on state land.

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

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

#### 4.1.4 - Timber removed for construction (3/23)

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 contract prices or average prices, if not on the contract.

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

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

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

### 4.2 - Maintenance

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

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. 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 bulldozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 4.2.5 - 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 landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations.

## 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.

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

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

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

##### 5.2.1.1 - 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 and blue 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) 1-4, unless changed by written agreement, all cleanup activities must be completed by June 30 of that year's harvest. This restriction is to allow the clean-up areas to revegetate before the dry season.

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

Within Payment Unit(s) 1 and 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)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which are

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

### 5.8.3 - Red shoulder hawk or goshawk (1) (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from April 1 to July 30. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

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

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



### TIMBER SALE MAP

This information provided by authority of Part 525, 1994 PA 451, as amended.

Sale Number	Date	
<b>11-003-24</b>	01/26/2024	
Scale	Page	Of
1:15,840	1	1

Forest Management Unit	County	Mapped By: Fred Hansen
Baraga Mgt Unit	Baraga	Cruised By: Hansen, Sullivan

Township	Range	Section(s) and Subdivision(s)
48N	32W /	Sec. 12 S1/2NW,SW,NWSE,S1/2SE; Sec. 13 NE; Sec. 18 NWNW;

Cover Type			
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand
G = Grass	MD = Mixed Deciduous	Z = Water	
H = Hemlock	N = Marsh		

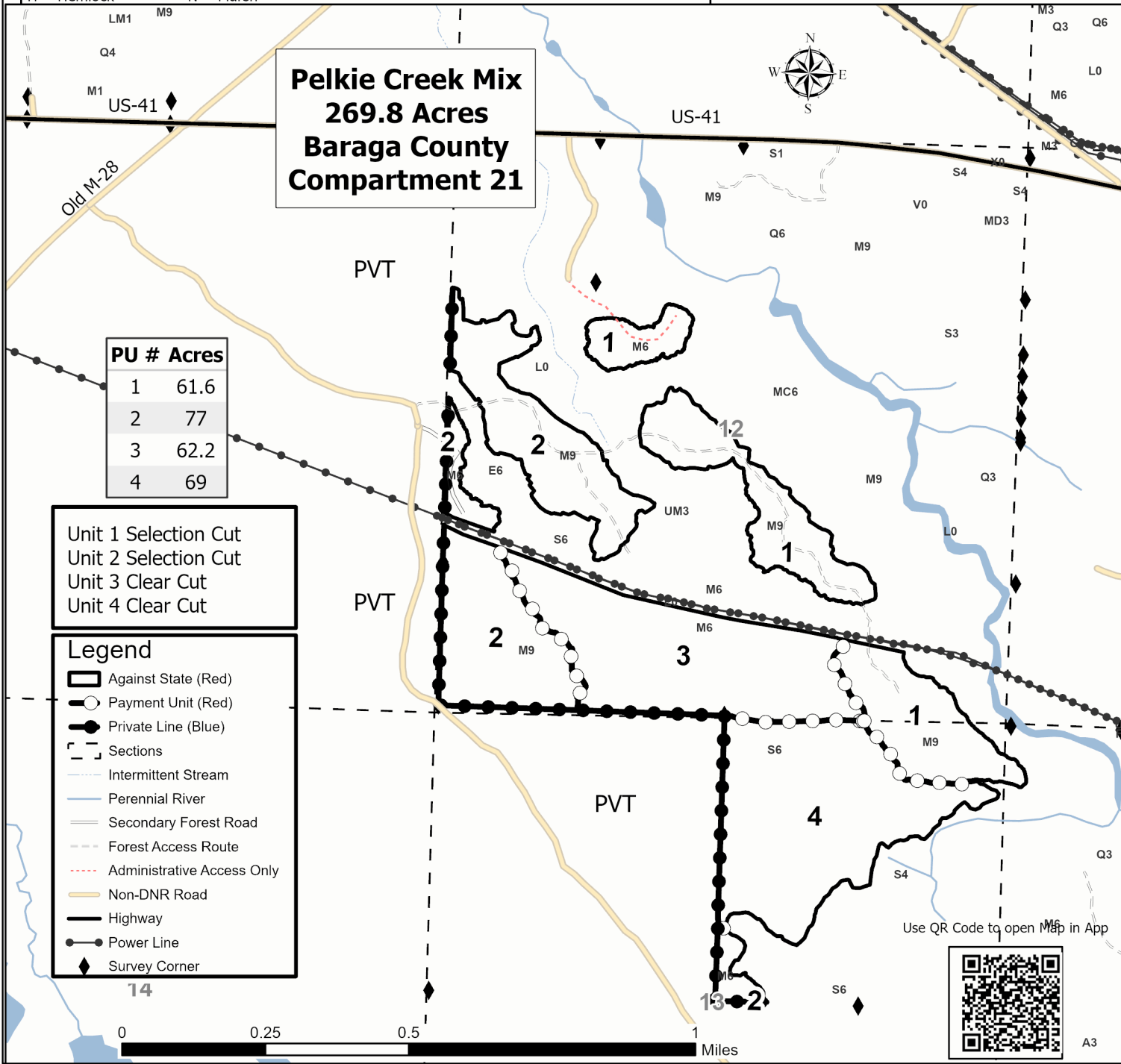
Density	
0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

**Pelkie Creek Mix**  
**269.8 Acres**  
**Baraga County**  
**Compartment 21**

PU #	Acres
1	61.6
2	77
3	62.2
4	69

Unit 1 Selection Cut  
 Unit 2 Selection Cut  
 Unit 3 Clear Cut  
 Unit 4 Clear Cut

Legend	
	Against State (Red)
	Payment Unit (Red)
	Private Line (Blue)
	Sections
	Intermittent Stream
	Perennial River
	Secondary Forest Road
	Forest Access Route
	Administrative Access Only
	Non-DNR Road
	Highway
	Power Line
	Survey Corner



Use QR Code to open Map in App



A3

## TIMBER SALE INFORMATION

X Factor (11-005-24)

T48N, R32W, SEC. 16; T48N, R32W, SEC. 20; T48N, R32W, SEC. 21; T48N, R32W, SEC. 28.  
Baraga County (Advertised Price \$83,993.70)

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 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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Black Cherry	15.1 MBF	\$ 36.00 / MBF
Paper Birch	6.3 MBF	\$ 171.00 / MBF
Red Maple	69.5 MBF	\$ 108.00 / MBF
Sugar Maple	92.3 MBF	\$ 177.00 / MBF
Yellow Birch	1.6 MBF	\$ 131.00 / MBF
Pulpwood		
Balsam Fir	430 Cords	\$ 6.45 / Cord
Mixed Aspen	174 Cords	\$ 21.85 / Cord
Mixed Hardwood	3,950 Cords	\$ 10.50 / Cord
Mixed Spruce	607 Cords	\$ 14.75 / Cord
Paper Birch	119 Cords	\$ 3.15 / Cord
Tamarack	214 Cords	\$ 4.40 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 24.11 percent. There are an estimated 5,927 cords on this timber sale, plus or minus 1,429 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 \$8,000.00 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	10.0%
02	13.3%
03	12.2%
04	10.6%
05	6.0%
06	12.6%
07	18.5%
08	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 06/30/2027.

### **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			STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
468,268	5,927	24.11%	4,498	7,357

## 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.

VDU	VOLUME			RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
33	10,683	135	31.07%	93	177
44	15,221	193	28.12%	138	247
63	9,670	122	40.78%	72	172
70	35,882	454	24.35%	344	565
77	17,126	217	28.99%	154	280
78	55,261	700	18.63%	569	830
79	167,926	2,126	19.50%	1,711	2,540
82	11,626	147	34.84%	96	198
86	86,095	1,090	19.31%	879	1,300
89	12,442	157	33.05%	105	210
90	4,721	60	52.04%	29	91
91	41,616	527	30.49%	366	687
<b>TOTAL:</b>	<b>468,268</b>	<b>5,927</b>		<b>4,558</b>	<b>7,297</b>

## VDU TO PAYMENT UNIT

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

VDU	VDU ACRES	PU	PU ACRES
33	11.1	1	11.1
44	12.1	1	12.1
63	14.1	1	14.1
70	43.6	3	43.6
77	21.7	4	21.7
78	45.6	2	45.6
79	112.3	6	45.5
		7	66.8
82	10.9	4	10.9
86	43.6	8	43.6
89	13.9	4	13.9
90	3.8	1	3.8
91	23.9	5	23.9
<b>TOTAL:</b>	<b>356.6</b>		<b>356.6</b>

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE		
1	Black Cherry	Sawtimber	3.6	MBF	41.1	\$8,401.65		
	Red Maple		4.4	MBF				
	Sugar Maple		16.6	MBF				
	Yellow Birch		0.6	MBF				
	Mixed Aspen		Pulpwood	3			Cords	
	<i>Quaking Aspen</i>			3			<i>Cords</i>	
	Mixed Hardwood			449			Cords	
	<i>Black Cherry</i>			29			<i>Cords</i>	
	<i>Red Maple</i>			182			<i>Cords</i>	
	<i>Sugar Maple</i>			234			<i>Cords</i>	
	<i>Yellow Birch</i>			4			<i>Cords</i>	
2	Red Maple	Sawtimber		14.4	MBF	45.6	\$11,162.10	
	Sugar Maple			17.2	MBF			
	Mixed Hardwood			Pulpwood	625			Cords
	<i>Black Cherry</i>				26			<i>Cords</i>
	<i>Red Maple</i>		211		<i>Cords</i>			
	<i>Sugar Maple</i>		355		<i>Cords</i>			
	<i>Yellow Birch</i>		33		<i>Cords</i>			
	3		Black Cherry		Sawtimber			7.5
Red Maple		4.9	MBF					
Sugar Maple		32.2	MBF					
Yellow Birch		0.4	MBF					
Mixed Hardwood		Pulpwood	343	Cords				
<i>Black Cherry</i>			34	<i>Cords</i>				
<i>Red Maple</i>			57	<i>Cords</i>				
<i>Sugar Maple</i>			238	<i>Cords</i>				
<i>Yellow Birch</i>			14	<i>Cords</i>				
Mixed Spruce			5	Cords				
<i>White Spruce</i>			5	<i>Cords</i>				
4	Black Cherry		Sawtimber	2.5	MBF	46.5	\$8,926.25	
	Red Maple			4.4	MBF			
	Sugar Maple			19.8	MBF			
	Yellow Birch			0.6	MBF			
	Balsam Fir	Pulpwood		13	Cords			
	Mixed Hardwood			433	Cords			
	<i>Black Cherry</i>			26	<i>Cords</i>			
	<i>Red Maple</i>			142	<i>Cords</i>			
	<i>Sugar Maple</i>			250	<i>Cords</i>			
	<i>Yellow Birch</i>			15	<i>Cords</i>			
	Mixed Spruce			10	Cords			
	<i>White Spruce</i>			10	<i>Cords</i>			
	5			Balsam Fir	Pulpwood			77
Mixed Aspen			6	Cords				
<i>Quaking Aspen</i>			6	<i>Cords</i>				
Mixed Hardwood			91	Cords				
<i>Black Cherry</i>			22	<i>Cords</i>				
<i>Red Maple</i>		58	<i>Cords</i>					
<i>Sugar Maple</i>		7	<i>Cords</i>					
<i>Yellow Birch</i>		4	<i>Cords</i>					
Mixed Spruce		186	Cords					
<i>Black Spruce</i>		179	<i>Cords</i>					
<i>White Spruce</i>		7	<i>Cords</i>					
Paper Birch		21	Cords					
Tamarack		146	Cords					
6		Red Maple	Sawtimber	9.6		MBF	45.5	\$10,577.20
	Sugar Maple	2.1		MBF				

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	Balsam Fir	Pulpwood	107	Cords		
	Mixed Aspen		47	Cords		
	<i>Quaking Aspen</i>		47	<i>Cords</i>		
	Mixed Hardwood		487	Cords		
	<i>American Elm</i>		4	<i>Cords</i>		
	<i>Black Cherry</i>		17	<i>Cords</i>		
	<i>Red Maple</i>		310	<i>Cords</i>		
	<i>Sugar Maple</i>		43	<i>Cords</i>		
	<i>Yellow Birch</i>		113	<i>Cords</i>		
	Mixed Spruce		147	Cords		
	<i>Black Spruce</i>		117	<i>Cords</i>		
	<i>White Spruce</i>		30	<i>Cords</i>		
	Paper Birch		19	Cords		
	Tamarack		25	Cords		
7	Red Maple	Sawtimber	14.1	MBF	66.8	\$15,552.45
	Sugar Maple	Pulpwood	3.0	MBF		
	Balsam Fir		158	Cords		
	Mixed Aspen		68	Cords		
	<i>Quaking Aspen</i>		68	<i>Cords</i>		
	Mixed Hardwood		717	Cords		
	<i>American Elm</i>		5	<i>Cords</i>		
	<i>Black Cherry</i>		26	<i>Cords</i>		
	<i>Red Maple</i>		456	<i>Cords</i>		
	<i>Sugar Maple</i>		64	<i>Cords</i>		
	<i>Yellow Birch</i>		166	<i>Cords</i>		
	Mixed Spruce		218	Cords		
	<i>Black Spruce</i>		173	<i>Cords</i>		
	<i>White Spruce</i>		45	<i>Cords</i>		
	Paper Birch		29	Cords		
	Tamarack		36	Cords		
8	Black Cherry		Sawtimber	1.5	MBF	43.6
	Paper Birch	Pulpwood	6.3	MBF		
	Red Maple		17.7	MBF		
	Sugar Maple		1.4	MBF		
	Balsam Fir		75	Cords		
	Mixed Aspen		50	Cords		
	<i>B. T. Aspen</i>		8	<i>Cords</i>		
	<i>Quaking Aspen</i>		42	<i>Cords</i>		
	Mixed Hardwood		805	Cords		
	<i>Black Cherry</i>		58	<i>Cords</i>		
	<i>Red Maple</i>		553	<i>Cords</i>		
	<i>Sugar Maple</i>		177	<i>Cords</i>		
	<i>White Ash</i>		7	<i>Cords</i>		
	<i>Yellow Birch</i>		10	<i>Cords</i>		
	Mixed Spruce		41	Cords		
	<i>Black Spruce</i>		11	<i>Cords</i>		
	<i>White Spruce</i>		30	<i>Cords</i>		
	Paper Birch		50	Cords		
	Tamarack		7	Cords		
TOTAL:			184.8	MBF		
TOTAL:			5,494	Cords		



## Sale Specific Conditions & Requirements

**Sale Name: X Factor**

**Sale Number: 11-005-24 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.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 5-8, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut mixed hardwoods that are twenty (20) inches or more at DBH, red oak, hemlock, cedar, white pine, or red pine.

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

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

#### 2.2 - Utilization

##### 2.2.3 - 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 is not permissible. Skidding of lengths over 17 feet is permissible as long as the 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.

##### 2.2.7 - 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 for more than 30 days.

### 3 - Payments

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. No damage is acceptable to 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 for crossings located on state land.

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

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

### 4.1.4 - Timber removed for construction (3/23)

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 contract prices or average prices, if not on the contract.

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

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

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

## 4.2 - Maintenance

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

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. 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 bulldozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

### 4.2.5 - 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 landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations.

## 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.

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

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the gas line R.O.W. for 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 & blue 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) 1-8, unless changed by written agreement, all clean-up activities must be completed by 6/30 of that years harvest. This restriction is to allow clean-up areas to revegetate before the dry season.

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

Within Payment Unit(s) 1-4, 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 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

### 5.8.3 - Red shoulder hawk or goshawk (1) (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from April 1 to July 30 (UP). Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

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

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



### TIMBER SALE MAP

This information provided by authority of Part 525, 1994 PA 451, as amended.

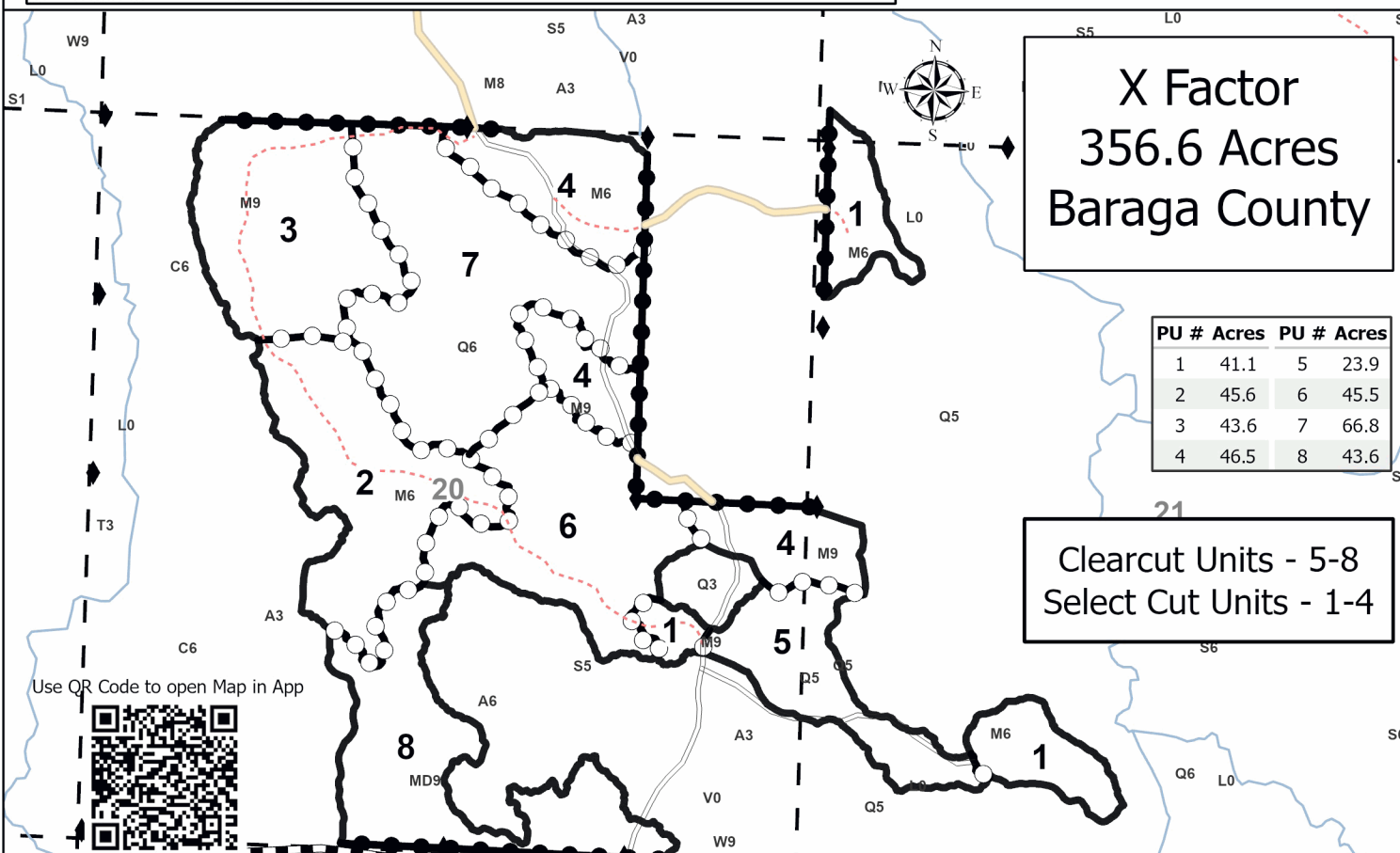
Sale Number	Date	
<b>11-005-24</b>	01/11/2024	
Scale	Page	Of
1:15,840	1	1

Forest Management Unit	County	Mapped By: Sullivan
Baraga Mgt Unit	Baraga	Cruised By: Sullivan, Hansen

Township	Range	Section(s) and Subdivision(s)
48N	32W	Sec. 16 SWSW; Sec. 20 NW,W1/2NE,E1/2SW,SE; Sec. 21 NWNW,NWSW,S1/2SW; Sec. 28 S1/2NW;

Cover Type			
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand
G = Grass	MD = Mixed Deciduous		Z = Water
H = Hemlock	N = Marsh		

Density	
0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Mixed Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well



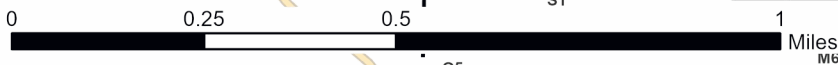
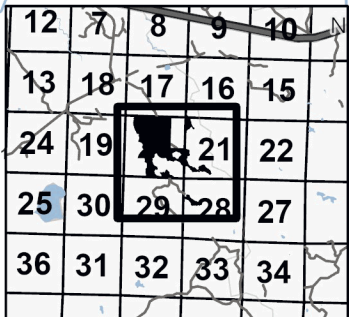
**X Factor**  
**356.6 Acres**  
**Baraga County**

PU #	Acres	PU #	Acres
1	41.1	5	23.9
2	45.6	6	45.5
3	43.6	7	66.8
4	46.5	8	43.6

**Clearcut Units - 5-8**  
**Select Cut Units - 1-4**

Legend	
	Against State (Red)
	Payment Unit (Red)
	Private Line (Blue)
	Secondary Forest Road
	Forest Access Route
	Administrative Access Only
	Non-DNR Road
	Pipeline
	Perennial River
	Survey Grade Corner
	Sections

**Locator Map (1:200,000)**





Pelkie Creek Mix (11-003-24)

T48N, R32W, SEC. 18; T48N, R33W, SEC. 12; T48N, R33W, SEC. 13; Baraga

In response to the notice of sale to be held 9:00 a.m. (local time) on April 11, 2024, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
American Elm	0.5 MBF	\$ 75.00/MBF	\$ _____
Black Cherry	3.5 MBF	\$ 36.00/MBF	\$ _____
Red Maple	21.7 MBF	\$ 108.00/MBF	\$ _____
Sugar Maple	52.7 MBF	\$ 177.00/MBF	\$ _____
White Spruce	1.1 MBF	\$ 50.00/MBF	\$ _____
Yellow Birch	0.4 MBF	\$ 131.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	47 Cords	\$ 6.45/Cord	\$ _____
Mixed Hardwood	1,231 Cords	\$ 10.50/Cord	\$ _____
Mixed Spruce	1,652 Cords	\$ 14.75/Cord	\$ _____
Paper Birch	77 Cords	\$ 3.15/Cord	\$ _____
Tamarack	297 Cords	\$ 4.40/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 27.04 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

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





X Factor (11-005-24)

T48N, R32W, SEC. 16; T48N, R32W, SEC. 20; T48N, R32W, SEC. 21; T48N,

In response to the notice of sale to be held 9:00 a.m. (local time) on April 11, 2024, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
Black Cherry	15.1 MBF	\$ 36.00/MBF	\$ _____
Paper Birch	6.3 MBF	\$ 171.00/MBF	\$ _____
Red Maple	69.5 MBF	\$ 108.00/MBF	\$ _____
Sugar Maple	92.3 MBF	\$ 177.00/MBF	\$ _____
Yellow Birch	1.6 MBF	\$ 131.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	430 Cords	\$ 6.45/Cord	\$ _____
Mixed Aspen	174 Cords	\$ 21.85/Cord	\$ _____
Mixed Hardwood	3,950 Cords	\$ 10.50/Cord	\$ _____
Mixed Spruce	607 Cords	\$ 14.75/Cord	\$ _____
Paper Birch	119 Cords	\$ 3.15/Cord	\$ _____
Tamarack	214 Cords	\$ 4.40/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 24.11 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

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



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

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

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 **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (       )	
City	State	ZIP	

*I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.*

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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