

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7296

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on November 2, 2023. LOCATION: BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

<u>PROSPECTUS NOTE:</u> 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:

Horoscope Hardwoods (11-011-23) / T52N, R35W, SEC. 34, SENE, E1/2SE.

T52N, R35W, SEC. 35, NENW, S1/2NW, W1/2NE, N1/2SW.

Houghton County, Advertised Price \$54,507.50, 252.4 Acres, Hardwood, Sugar Maple.

<u>Under Over</u> (11-012-23) / T51N, R36W, SEC. 21, S1/2NW,SWNE,SW,NWSE,S1/2SE.

T51N, R36W, SEC. 28, N1/2NW, SENW, NE, E1/2SW.

T51N, R36W, SEC. 33, N1/2NE.

Houghton County, Advertised Price \$119,177.75, 338.0 Acres, Hardwood.

Liver Lake Mix (12-057-23) / T44N, R32W, SEC. 10, NWSW.

T44N, R32W, SEC. 16, NENE.

T44N, R32W, SEC. 8, SENE.

T44N, R32W, SEC. 9, NENW, SWNW, S1/2NE, NWSW, N1/2SE.

T44N, R32W, SEC. 9, SESE.

Iron County, Advertised Price \$34,028.50, 156.6 Acres, Hardwood, Aspen.

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 November 2, 2023. 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.

Scott Bowen Director

#### TIMBER SALE INFORMATION

Horoscope Hardwoods (11-011-23)
T52N, R35W, SEC. 34; T52N, R35W, SEC. 35.
Houghton County (Advertised Price \$54,507.50)

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	ESTIMATE	ED UNITS*	ADV	ERTISED PRICE
Sawtimber				
Basswood	8.2	MBF	\$	101.00 / MBF
Red Maple	166.1	MBF	\$	78.00 / MBF
Sugar Maple	74.5	MBF	\$	157.00 / MBF
Yellow Birch	18.4	MBF	\$	79.00 / MBF
Pulpwood				
Balsam Fir	33	Cords	\$	7.70 / Cord
Basswood	50	Cords	\$	5.90 / Cord
Hemlock	4	Cords	\$	6.80 / Cord
Mixed Hardwood	2,264	Cords	\$	10.75 / Cord
Mixed Spruce	90	Cords	\$	10.80 / Cord
Paper Birch	2	Cords	\$	3.55 / Cord
Quaking Aspen	80	Cords	\$	21.00 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.75 percent. There are an estimated 3,272 cords on this timber sale, plus or minus 417 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 \$5,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	12.0%
02	16.0%
03	16.3%
04	14.3%
05	18.5%
06	22.9%

- 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		VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
258,503	3,272	12.75%	2,855	3,690		

#### **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	54,403	689	24.85%	518	860
2	23,579	298	40.89%	176	420
24	175,317	2,219	12.92%	1,933	2,506
824	5,205	66	89.94%	7	125
TOTAL:	258,503	3,272		2,633	3,911

#### **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	24.6	6	24.6
2	17.1	6	17.1
24	206.8	1	32.1
		2	43.1
		3	43.7
		4	38.3
		5	49.6
824	3.9	6	3.9
TOTAL:	252.4		252.4

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	1.3	MBF	32.1	\$6,536.35
	Red Maple		23.7	MBF		
	Sugar Maple		11.6	MBF		
	Yellow Birch		2.0	MBF		
	Balsam Fir	Pulpwood	1	Cords		
	Basswood	-	8	Cords		
	Hemlock		1	Cords		
	Mixed Hardwood		233	Cords		
	Ironwood		1	Cords		
	Red Maple		121	Cords		
	Sugar Maple		82	Cords		
	Yellow Birch		29	Cords		
	Mixed Spruce		1	Cords		
	White Spruce		1	Cords		
2	Basswood	Sawtimber	1.7	MBF	43.1	\$8,747.95
_	Red Maple		31.8	MBF		<b>4-7</b> ,
	Sugar Maple		15.5	MBF		
	Yellow Birch		2.7	MBF		
	Balsam Fir	Pulpwood	1	Cords		
	Basswood	i dipwood	10	Cords		
	Hemlock		1	Cords		
	Mixed Hardwood		313	Cords		
	Ironwood		1	Cords		
	Red Maple		163	Cords		
	Sugar Maple		110	Cords		
	Yellow Birch		39	Cords		
	Mixed Spruce		1	Cords		
	White Spruce		1	Cords		
3	Basswood	Sawtimber	1.7	MBF	43.7	\$8,867.35
	Red Maple		32.2	MBF		
	Sugar Maple		15.7	MBF		
	Yellow Birch		2.8	MBF		
	Balsam Fir	Pulpwood	1	Cords		
	Basswood		11	Cords		
	Hemlock		1	Cords		
	Mixed Hardwood		317	Cords		
	Ironwood		1	Cords		
	Red Maple		165	Cords		
	Sugar Maple		111	Cords		
	Yellow Birch		40	Cords		
	Mixed Spruce		1	Cords		
	White Spruce		1	Cords		
4	Basswood	Sawtimber	1.5	MBF	38.3	\$7,774.20
	Red Maple		28.2	MBF		
	Sugar Maple		13.8	MBF		
	Yellow Birch		2.4	MBF		
	Balsam Fir	Pulpwood	1	Cords		
	Basswood		9	Cords		
	Hemlock		1	Cords		
	Mixed Hardwood		278	Cords		
	Ironwood		1	Cords		
	Red Maple		144	Cords		
	Sugar Maple		98	Cords		
	Yellow Birch		35	Cords		
		l			I	
	Mixed Spruce		1	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5	Basswood	Sawtimber	2.0	MBF	49.6	\$10,085.05
	Red Maple		36.5	MBF		
	Sugar Maple		17.9	MBF		
	Yellow Birch		3.1	MBF		
	Balsam Fir	Pulpwood	1	Cords		
	Basswood		12	Cords		
	Mixed Hardwood		361	Cords		
	Ironwood		3	Cords		
	Red Maple		187	Cords		
	Sugar Maple		126	Cords		
	Yellow Birch		45	Cords		
	Mixed Spruce		2	Cords		
	White Spruce		2	Cords		
6	Red Maple	Sawtimber	13.7	MBF	45.6	\$12,496.60
	Yellow Birch		5.4	MBF		
	Balsam Fir	Pulpwood	28	Cords		
	Mixed Hardwood		762	Cords		
	Red Maple		543	Cords		
	Sugar Maple		8	Cords		
	Yellow Birch		211	Cords		
	Mixed Spruce		84	Cords		
	Black Spruce		17	Cords		
	White Spruce		67	Cords		
	Paper Birch		2	Cords		
	Quaking Aspen		80	Cords		
		TOTAL:	267.2	MBF		
		TOTAL:	2,523	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Horoscope Hardwoods Sale Number: 11-011-23 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. 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) 6, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut hemlock, white pine, red oak, and cedar. In addition, do not cut any yellow birch that are 18" at DBH or larger.

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

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

#### 2.2 - Utilization

#### 2.2.3 - 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 over 17 feet is not permissible unless approved by the Unit Manager or his/her representative. 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.

#### 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.

#### 4.1.5 - 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 crossing 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, 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 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 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.

# 5 - Operations

# 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### Condition & Requirement 5.2.1.

#### 5.2.1.2 - Slash Removal

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-6, unless changed by written agreement, all clean up activities must be completed by June 15 for all areas that were harvested during the previous harvest season. 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) 1-5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.32 - 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.

#### 5.2.37 - No decking areas (12/08)

No decking is allowed along Horoscope Road without permission of the Unit Manager or his/her representative. Contact the Sale Administrator if additional landing area is needed.

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

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

#### 5.2.40 - Pathway protection (10/10)

The Hazel GEM Trail is a Hunter Walking trail and is shown on the Timber Sale Map. Maintain a 20-foot-wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the Sale Administrator.

#### 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.

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

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

#### 5.8 - Protection of Endangered Species

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

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

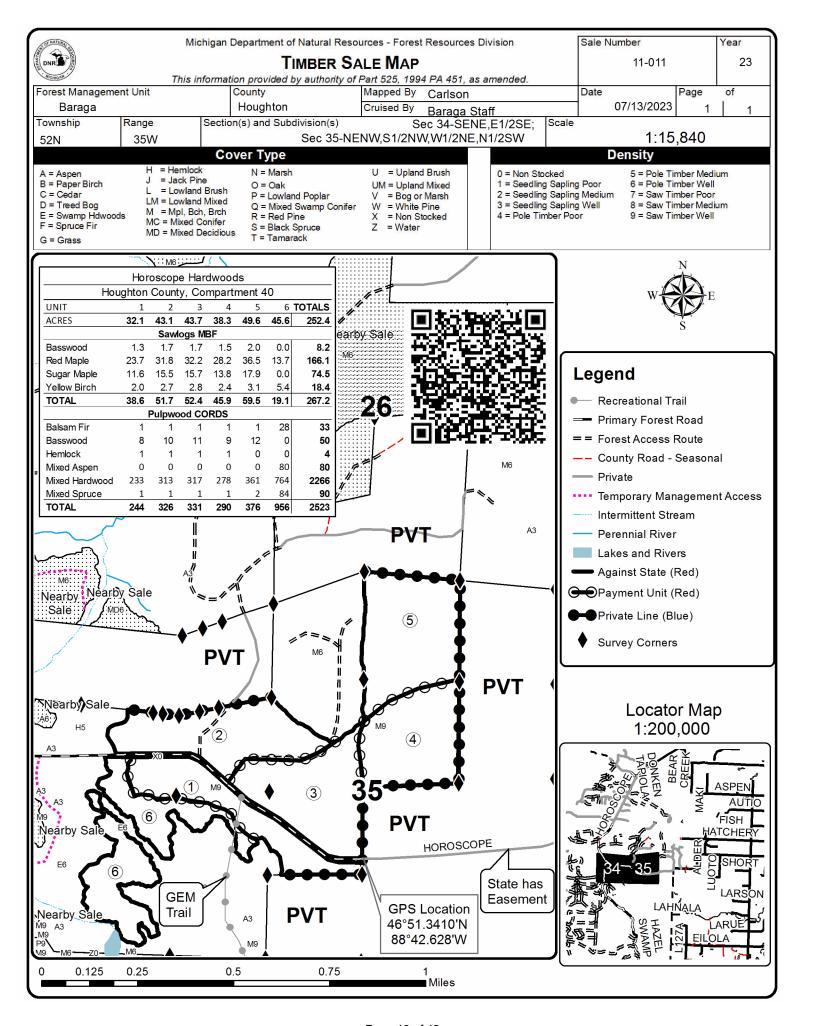
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

# 6.2.1 - Road posting (10/20)

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

Section Name: Sale Specific Current as of 8/1/2023 1:13:33PM



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#### TIMBER SALE INFORMATION

#### Under Over (11-012-23)

T51N, R36W, SEC. 21; T51N, R36W, SEC. 28; T51N, R36W, SEC. 33. Houghton County (Advertised Price \$119,177.75)

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	<b>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	28.3	MBF	\$	151.00 / MBF
Black Cherry	11.0	MBF	\$	103.00 / MBF
Red Maple	166.6	MBF	\$	117.00 / MBF
Red Oak	1.3	MBF	\$	133.00 / MBF
Sugar Maple	156.4	MBF	\$	236.00 / MBF
Yellow Birch	14.1	MBF	\$	118.00 / MBF
Pulpwood				
Balsam Fir	210	Cords	\$	11.55 / Cord
Basswood	49	Cords	\$	8.90 / Cord
Mixed Aspen	55	Cords	\$	31.50 / Cord
Mixed Hardwood	2,888	Cords	\$	16.10 / Cord
Mixed Spruce	275	Cords	\$	16.15 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.75 percent. There are an estimated 4,476 cords on this timber sale, plus or minus 481 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 \$11,918.00 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	14.0%
02	18.2%
03	15.3%
04	13.3%
05	13.6%
06	9.8%
07	11.9%
08	3 9%

- 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.

VOL	UME	STATISTICAL RANGE IN CORDS		ANGE IN CORDS
TOTAL CUBIC FEET	ET TOTAL CORDS PERCENT ERF		MINIMUM	MAXIMUM
353,616	4,476	10.75%	3,995	4,958

#### **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
10	36,724	465	20.71%	369	561
12	87,854	1,112	20.96%	879	1,345
19	44,747	566	19.25%	457	675
28	59,719	756	16.54%	631	881
30	71,109	900	22.81%	695	1,105
44	17,036	216	24.98%	162	270
521	36,427	461	24.79%	347	575
TOTAL:	353,616	4,476		3,539	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
10	33.3	3	33.3
12	42.4	2	42.4
19	68.6	4	68.5
		5	0.1
28	84.6	6	38.3
		7	46.3
30	34.6	1	34.6
44	19.4	8	19.4
521	55.1	5	55.1
TOTAL:	338.0		338.0

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

Red Maple   Sugar Maple   Yellow Birch   Balsam Fir   Pulpwood   Balsam Fir	PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
Sugar Maple   Yellow Birch   Balsam Fir   Mixed Hardwood   Black Cherry   Fallow Birch   Mixed Hardwood   Black Cherry   Fallow Birch   Mixed Spruce   Fallow Birch   Mixed Aspen   Mixed Hardwood   Fallow Birch   Fa	1	Black Cherry	Sawtimber	2.4	MBF	34.6	\$16,683.95
Yellow Birch   Balsam Fir   Mixed Hardwood   Balsch Ash   Black Cherry   Red Maple   Yellow Birch   Mixed Spruce   Sugar Maple   Mixed Spruce   Subject   Subject   Mixed Spruce   Subject		Red Maple		24.3	MBF		
Balsam Fir   Mixed Hardwood   Biack Ash   18   Cords   Biack Ash   Biack Cherry   Red Maple   Sugar Maple   19   Cords   Vellow Birch   Mixed Spruce   95   Cords   Vellow Birch   Mixed Aspen   Mixed Aspen   Mixed Aspen   Mixed Hardwood   Mixed Spruce   Mixed Spruce   Mixed Spruce   Mixed Spruce   Mixed Spruce   Mixed Spruce   Mixed Aspen   Mixed Maple   Mixed Spruce		Sugar Maple		4.6	MBF		
Mixed Hardwood   Black Ash   He   Cords     Black Cherry   14   Cords     Black Cherry   14   Cords     Red Maple   Sugar Maple   19   Cords     Yellow Birch   94   Cords     White Spruce   95   Cords     White Aspen   Quaking Aspen     Mixed Hardwood   S98   Cords     Black Cherry   16   Cords     Paper Birch   9   Cords     Red Maple   479   Cords     Sugar Maple   479   Cords     Sugar Maple   479   Cords     Sugar Maple   479   Cords     Sugar Maple   479   MBF     Sugar Maple   152   Cords     Sugar Maple   152   Cords     Sugar Maple   152   Cords     Sugar Maple   153   Cords     Sugar Maple   154   Cords     White Spruce   15   Cords     White Spruce   15   Cords     Sugar Maple   157   MBF     Red Maple   156   Cords     Sugar Maple   156   Cords     Red Maple   156   Cords     Sugar Maple   157   MBF     Red Maple   158   Cords     Sugar Maple   159   Cords     Sugar Maple   150   Cords     Sugar Maple   150   Cords     Sugar Maple   150   Cords     Sugar Maple		Yellow Birch		2.9	MBF		
Black Ash   Black Cherry   Red Maple   468   Cords   Sugar Maple   42.4   \$21,559.8		Balsam Fir	Pulpwood	66	Cords		
Black Cherry   Red Maple   Sugar Maple   19   Cords		Mixed Hardwood		613	Cords		
Red Maple   Sugar Maple   Yellow Birch   Mixed Spruce   Mixed Spruce   Sugar Maple   Yellow Birch   Mixed Spruce   Sugar Maple   Sugar Maple   Sugar Maple   Mixed Spruce		Black Ash		18	Cords		
Sugar Maple   19   Cords   94   Cords   95   Cords   96		Black Cherry		14	Cords		
Wilsed Spruce   White Spruce   Sawtimber   Sc.   St.		Red Maple		468	Cords		
Mixed Spruce   95   Cords		Sugar Maple		19	Cords		
White Spruce         95         Cords           2         Red Maple Yellow Birch Balsam Fir Pulpwood         52.9         MBF         42.4         \$21,559.8           Yellow Birch Balsam Fir Mixed Aspen Quaking Aspen Quaking Aspen Mixed Hardwood Black Cherry Paper Birch Red Maple Sugar Maple Yellow Birch Mixed Spruce White Spruce Black Spruce White Spruce Black Spruce White Spruce Black Cherry Red Maple Sugar Maple Yellow Birch Mixed Hardwood Black Cherry Red Maple Sugar Maple Yellow Birch Mixed Spruce White Spruce Black Spruce White Spruce Black Cherry Red Maple Sugar Maple Yellow Birch Mixed Spruce To Cords Sugar Maple Yellow Birch Alban Spruce To Cords Sugar Maple Sugar Maple To Cords Sugar Maple Sugar Maple To Cords Sugar Maple To Cords To Cords Sugar Maple To Cords To Cords Sugar Maple To Cords		Yellow Birch		94	Cords		
2         Red Maple Yellow Birch Balsam Fir Wilkow Birch Balsam Fir Mixed Aspen Quaking Aspen Mixed Hardwood Black Cherry Paper Birch Red Maple Sugar Maple Yellow Birch Mixed Spruce White Spruce         9         Cords C		Mixed Spruce		95	Cords		
Yellow Birch Balsam Fir Mixed Aspen Quaking Aspen Mixed Hardwood         9000         Cords           Mixed Hardwood         555         Cords           Black Cherry Paper Birch Red Maple Sugar Maple Yellow Birch Mixed Spruce Black Spruce White Spruce         479         Cords           3         Black Cherry Paper Birch Red Maple Sugar Maple Yellow Birch Mixed Hardwood         31         Cords           3         Black Spruce White Spruce         57         Cords           4         Cords         Cords           3         Black Cherry Red Maple Sugar Maple Yellow Birch Mixed Hardwood         Sawtimber         3.5         MBF         33.3         \$18,193.6           4         Cords         Cords         Cords         Cords         Cords         Sawtimber         3.5         MBF         33.3         \$18,193.6           5         Cords         MBF         33.3         \$18,193.6		White Spruce		95	Cords		
Balsam Fir   Mixed Aspen   200	2	Red Maple	Sawtimber	52.9	MBF	42.4	\$21,559.80
Mixed Aspen Quaking Aspen Mixed Hardwood         55         Cords Cords           Black Cherry Paper Birch Red Maple Sugar Maple Yellow Birch Mixed Spruce Black Spruce White Spruce         479 63         Cords Cords Cords Mixed Spruce           3         Black Cherry Red Maple Sugar Maple Mixed Hardwood Black Cherry Red Maple Sugar Maple Yellow Birch Mixed Spruce         Sawtimber Mixed Spruce         3.5 MBF MBF MBF         33.3 MBF MBF         \$18,193.6           4         Basswood Red Maple Yellow Birch Balsam Fir Basswood Mixed Hardwood Ironwood Red Maple Yellow Birch Sugar Maple Sugar Ma		Yellow Birch		3.0	MBF		
Quaking Aspen		Balsam Fir	Pulpwood	118	Cords		
Mixed Hardwood         598         Cords           Black Cherry         16         Cords           Paper Birch         9         Cords           Red Maple         479         Cords           Sugar Maple         63         Cords           Yellow Birch         31         Cords           Mixed Spruce         57         Cords           Black Spruce         85         Cords           White Spruce         85         Cords           Maple         14.1         MBF           Mixed Hardwood         288         Cords           Black Cherry         9         Cords           Red Maple         152         Cords           Sugar Maple         152         Cords           Yellow Birch         4         Cords           Mixed Spruce         15         Cords           White Spruce         15         Cords           4         Basswood         Sawtimber         19.6         MBF         68.5         \$15,897.3           4         Basswood         19.6         MBF         68.5         \$15,897.3           Ambread         19.6         MBF         68.5         \$15,897.3		Mixed Aspen		55	Cords		
Black Cherry		Quaking Aspen		55	Cords		
Paper Birch   Red Maple   A79   Cords   Cords   Sugar Maple   A31   Cords   A32   Cords   A32   Cords   A33   A33   A34		Mixed Hardwood		598	Cords		
Red Maple   Sugar Maple   Su		Black Cherry		16	Cords		
Sugar Maple   Yellow Birch   Mixed Spruce   Black Spruce   ST   Cords   St   St   St   St   St   St   St   S		Paper Birch		9	Cords		
Yellow Birch   Mixed Spruce   Black Spruce   Black Spruce   Black Spruce   ST   Cords   ST   ST   ST   ST   ST   ST   ST   S		Red Maple		479	Cords		
Mixed Spruce         142         Cords           Black Spruce         57         Cords           White Spruce         35         Cords           Black Cherry         14.1         MBF           Red Maple         14.1         MBF           Sugar Maple         47.9         MBF           Mixed Hardwood         Pulpwood         288         Cords           Black Cherry         9         Cords           Red Maple         152         Cords           Sugar Maple         123         Cords           Yellow Birch         4         Cords           Mixed Spruce         15         Cords           4         Cords         Sawtimber         19.6         MBF           Red Maple         20.8         MBF         68.5         \$15,897.3           Red Maple         20.8         MBF         68.5         \$15,897.3           Red Maple         19.6         MBF         68.5 </td <td></td> <td>Sugar Maple</td> <td></td> <td>63</td> <td>Cords</td> <td></td> <td></td>		Sugar Maple		63	Cords		
Black Spruce   White Spruce   S5   Cords   S5   Cords   S5   Cords   S6   Cords		Yellow Birch		31	Cords		
White Spruce         85         Cords           3         Black Cherry Red Maple Sugar Maple Mixed Hardwood Black Cherry Red Maple Sugar Maple Mixed Pulpwood         14.1         MBF		Mixed Spruce		142	Cords		
Black Cherry   Red Maple   Sugar Maple   Mixed Hardwood   Black Cherry   Red Maple   Sugar Maple   Mixed Hardwood   Black Cherry   Red Maple   Mixed Hardwood   Black Cherry   Red Maple   Mixed Spruce		Black Spruce		57	Cords		
Red Maple       14.1       MBF         Sugar Maple       47.9       MBF         Mixed Hardwood       9       Cords         Black Cherry       9       Cords         Red Maple       152       Cords         Sugar Maple       123       Cords         Yellow Birch       4       Cords         Mixed Spruce       15       Cords         White Spruce       15       Cords         4       Basswood       Sawtimber       19.6       MBF       68.5       \$15,897.3         Red Maple       20.8       MBF       MBF       88.5       \$15,897.3         Red Maple       10.6       MBF       MBF       68.5       \$15,897.3         MBF       10.0       MBF       68.5       \$15,897.3         MBF       10.0       MBF       68.5       \$15,897.3         MBF       10.0       MBF       MBF       88.5       \$15,897.3         MBF       10.0       MBF       MBF       88.5       \$15,897.3         MBF       10.0       MBF       MBF       88.5       \$15,897.3       \$15,897.3         MBF       10.0       MBF       10.0       88.5		· · · · · · · · · · · · · · · · · · ·		85	Cords		
Sugar Maple   Mixed Hardwood   Black Cherry   Red Maple   Sugar Maple	3	Black Cherry	Sawtimber	3.5	MBF	33.3	\$18,193.65
Mixed Hardwood Black Cherry Red Maple Sugar Maple Yellow Birch Mixed Spruce White Spruce         152 4 68.5         Cords Cords Cords Cords           4         Basswood Red Maple Red Oak Sugar Maple Yellow Birch Balsam Fir Basswood Mixed Hardwood Ironwood Red Maple Red Oak Sugar Maple Yellow Birch Basswood Mixed Hardwood Ironwood Red Maple Red Oak Sugar Maple Yellow Birch         17 64 832 832 832 8332 8332 8332 8332 8332 8		Red Maple		14.1	MBF		
Black Cherry   Red Maple   Sugar Maple   Sugar Maple   Yellow Birch   Mixed Spruce   White Spruce   Sugar Maple   Toords   Sawtimber   Toords   Mixed Spruce   Toords   Sawtimber   Toords   Sawtimber   Toords   Sawtimber   Toords   Sawtimber   Toords   Sawtimber   Sugar Maple   Sugar Maple   Sugar Maple   Sugar Maple   Sugar Maple   Toords   Sugar Maple   Sugar M		Sugar Maple		47.9	MBF		
Red Maple         152         Cords           Sugar Maple         123         Cords           Yellow Birch         4         Cords           Mixed Spruce         15         Cords           4         Basswood         Sawtimber         19.6         MBF           Red Maple         20.8         MBF         68.5         \$15,897.3           Red Oak         1.3         MBF		Mixed Hardwood	Pulpwood	288	Cords		
Red Maple         152         Cords           Sugar Maple         123         Cords           Yellow Birch         4         Cords           Mixed Spruce         15         Cords           4         Basswood         Sawtimber         19.6         MBF           Red Maple         20.8         MBF         68.5         \$15,897.3           Red Oak         1.3         MBF		Black Cherry		9	Cords		
Sugar Maple Yellow Birch         123         Cords           Mixed Spruce         15         Cords           White Spruce         15         Cords           4         Basswood Maple         19.6         MBF         68.5         \$15,897.3           Red Maple Red Oak Sugar Maple Yellow Birch Balsam Fir Balsam Fir Basswood Mixed Hardwood Ironwood Red Maple Red Oak Sugar Maple Yellow Birch         17         Cords Co		-		152	Cords		
Yellow Birch         4         Cords           Mixed Spruce         15         Cords           White Spruce         15         Cords           4         Basswood         Sawtimber         19.6         MBF         68.5         \$15,897.3           Red Maple         20.8         MBF         MBF         Red Oak         1.3         MBF         MBF         MBF         MBF         MBF         MBF         MBF         MBF         Cords				123	Cords		
White Spruce         15         Cords           4         Basswood Red Maple Red Oak Sugar Maple Yellow Birch Balsam Fir Basswood Mixed Hardwood Red Maple Yellow Birch Basswood Mixed Hardwood Sugar Maple Yellow Birch Basswood Mixed Hardwood Sugar Maple Yellow Birch Sugar Maple Yellow Birch Sugar Maple Yellow Birch Sugar Maple Sugar Mapl				l			
White Spruce         15         Cords           4         Basswood Red Maple Red Oak Sugar Maple Yellow Birch Balsam Fir Basswood Mixed Hardwood Red Maple Yellow Birch Basswood Mixed Hardwood Sugar Maple Yellow Birch Basswood Mixed Hardwood Sugar Maple Yellow Birch Sugar Maple Yellow Birch Sugar Maple Yellow Birch Sugar Maple Sugar Mapl				15			
4         Basswood Red Maple Red Maple Red Oak Sugar Maple Yellow Birch Balsam Fir Basswood Ironwood Red Maple Red Oak Sugar Maple Yellow Birch Basswood Mixed Hardwood Ironwood Red Maple Red Oak Sugar Maple Yellow Birch         19.6 MBF		· ·		1			
Red Maple       20.8       MBF         Red Oak       1.3       MBF         Sugar Maple       15.7       MBF         Yellow Birch       6.4       MBF         Balsam Fir       Pulpwood       17       Cords         Basswood       37       Cords         Mixed Hardwood       2       Cords         Ironwood       2       Cords         Red Maple       156       Cords         Sugar Maple       148       Cords         Yellow Birch       24       Cords         Sugar Maple       32.0       MBF       55.2       \$16,258.8         Sugar Maple       30.7       MBF       55.2       \$16,258.8	4		Sawtimber	19.6	MBF	68.5	\$15.897.35
Red Oak       1.3       MBF         Sugar Maple       15.7       MBF         Yellow Birch       6.4       MBF         Balsam Fir       Pulpwood       17       Cords         Basswood       332       Cords         Mixed Hardwood       2       Cords         Ironwood       2       Cords         Red Maple       156       Cords         Sugar Maple       148       Cords         Yellow Birch       24       Cords         Sugar Maple       32.0       MBF       55.2       \$16,258.8         Sugar Maple       30.7       MBF       55.2       \$16,258.8	•					00.0	ψ.0,001.100
Sugar Maple Yellow Birch Balsam Fir Basswood Mixed Hardwood Ironwood Red Maple Yellow Birch       Pulpwood       15.7       MBF         Basswood Mixed Hardwood Ironwood Red Oak Sugar Maple Yellow Birch       2       Cords         Cords 2       Cords         Cords 2       Cords         Cords 2       Cords         Cords 2       Cords         Cords 24       Cords         MBF       55.2       \$16,258.8         Sugar Maple       30.7       MBF       55.2       \$16,258.8		•					
Yellow Birch         6.4         MBF           Balsam Fir         Pulpwood         17         Cords           Basswood         37         Cords           Mixed Hardwood         2         Cords           Ironwood         2         Cords           Red Maple         156         Cords           Sugar Maple         148         Cords           Yellow Birch         24         Cords           Sugar Maple         32.0         MBF         55.2         \$16,258.8           Sugar Maple         30.7         MBF         55.2         \$16,258.8							
Balsam Fir Basswood         Pulpwood         17 Cords           Mixed Hardwood         332 Cords           Ironwood         2 Cords           Red Maple         156 Cords           Red Oak         2 Cords           Sugar Maple         148 Cords           Yellow Birch         24 Cords           5 Red Maple         32.0 MBF         55.2         \$16,258.8           Sugar Maple         30.7 MBF							
Basswood   37   Cords			Pulpwood				
Mixed Hardwood         332         Cords           Ironwood         2         Cords           Red Maple         156         Cords           Red Oak         2         Cords           Sugar Maple         148         Cords           Yellow Birch         24         Cords           Sugar Maple         32.0         MBF         55.2         \$16,258.8           Sugar Maple         30.7         MBF         55.2         \$16,258.8							
Ironwood   2   Cords							
Red Maple         156         Cords           Red Oak         2         Cords           Sugar Maple         148         Cords           Yellow Birch         24         Cords           Red Maple         Sawtimber         32.0         MBF         55.2         \$16,258.8           Sugar Maple         30.7         MBF         35.2         \$16,258.8							
Red Oak Sugar Maple Yellow Birch         2 148 24         Cords Cords Cords           5         Red Maple Sugar Maple         Sawtimber 32.0         32.0         MBF MBF         55.2         \$16,258.8							
Sugar Maple         148         Cords           Yellow Birch         24         Cords           Red Maple         Sawtimber         32.0         MBF         55.2         \$16,258.8           Sugar Maple         30.7         MBF         55.2         \$16,258.8		· ·					
Yellow Birch         24         Cords           5         Red Maple Sugar Maple         Sawtimber         32.0         MBF         55.2         \$16,258.8           30.7         MBF         30.7         MBF         30.7         MBF				l			
5         Red Maple         Sawtimber         32.0         MBF         55.2         \$16,258.8           Sugar Maple         30.7         MBF         55.2         \$16,258.8							
Sugar Maple 30.7 MBF	5		Sawtimber			55.2	\$16 258 RC
	J		CawuiiiDei			35.2	φ10,200.60
Dalballi   Liupwood   U   Olius			Pulnwood				
Mixed Hardwood 323 Cords							
Black Cherry 9 Cords							
		-		· ·			
Red Maple   172   Cords		reu iviapie		l 1/2	l Coras	l	

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Sugar Maple	Pulpwood	142	Cords		
6	Basswood	Sawtimber	3.9	MBF	38.3	\$11,709.05
	Black Cherry		2.3	MBF		
	Red Maple		8.2	MBF		
	Sugar Maple		24.2	MBF		
	Yellow Birch		0.8	MBF		
	Basswood	Pulpwood	5	Cords		
	Mixed Hardwood		244	Cords		
	Black Cherry		3	Cords		
	Red Maple		97	Cords		
	Sugar Maple		127	Cords		
	Yellow Birch		17	Cords		
	Mixed Spruce		9	Cords		
	White Spruce		9	Cords		
7	Basswood	Sawtimber	4.8	MBF	46.3	\$14,189.30
	Black Cherry		2.8	MBF		
	Red Maple		10.0	MBF		
	Sugar Maple		29.3	MBF		
	Yellow Birch		1.0	MBF		
	Basswood	Pulpwood	7	Cords		
	Mixed Hardwood		295	Cords		
	Black Cherry		3	Cords		
	Red Maple		117	Cords		
	Sugar Maple		154	Cords		
	Yellow Birch		21	Cords		
	Mixed Spruce		10	Cords		
	White Spruce		10	Cords		
8	Red Maple	Sawtimber	4.3	MBF	19.4	\$4,685.85
	Sugar Maple		4.0	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Hardwood		195	Cords		
	Black Cherry		3	Cords		
	Red Maple		117	Cords		
	Sugar Maple		75	Cords		
	Mixed Spruce		4	Cords		
	White Spruce		4	Cords		
		TOTAL:	377.7	MBF		

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#### Sale Specific Conditions & Requirements

Sale Name: Under Over Sale Number: 11-012-23 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.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization except hemlock, cedar, red oak, white pine, and elm, and all trees >22 inches DBH.

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

Within Payment Unit(s) 3 - 8, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

#### 2.2.3 - 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, unless approved by the Unit Manager or his/her representative. 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.

#### 2.2.7 - 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.

#### 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 or 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 or pre approved by the unit manager or there representative, corrugated metal. 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 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 a four (4') foot high berm of stumps and logs covered with earth. 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 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.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.11 - Slash for reforestation (3/21)

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-8, unless changed by written agreement, all clean up activities must be completed by 6/15 for all areas that were harvested during the previous harvest season. 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) 1-8, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

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

#### 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.

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

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

#### 5.8 - Protection of Endangered Species

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

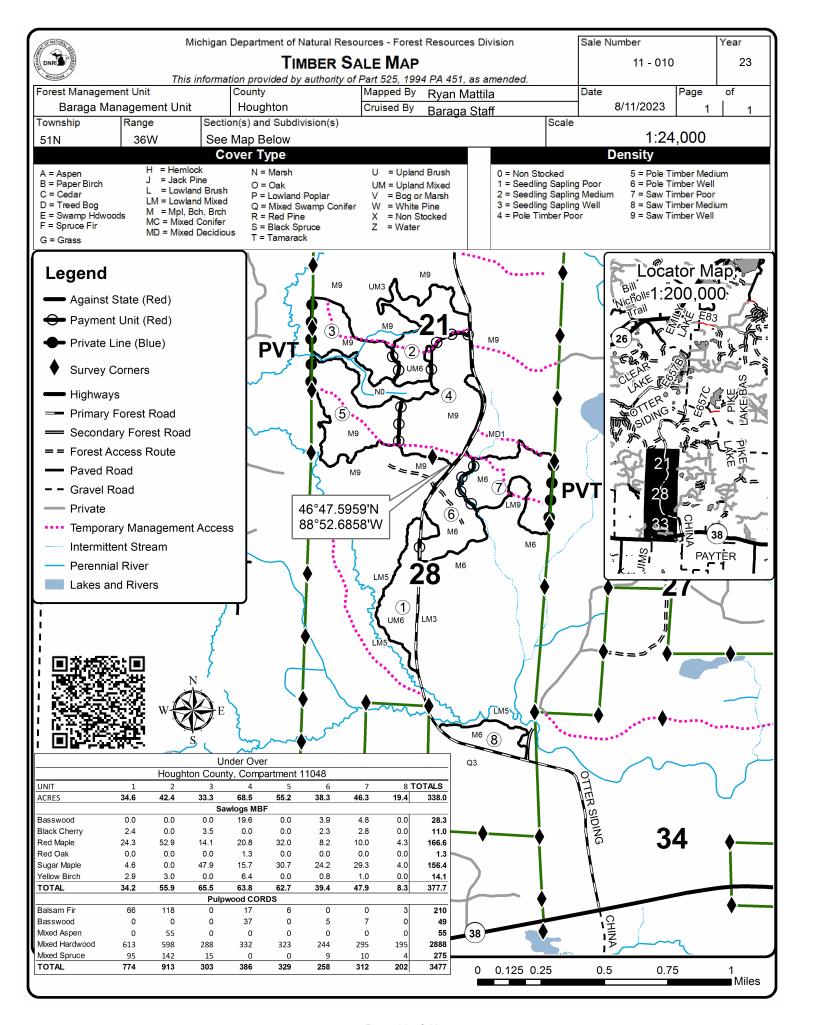
In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain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

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

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

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

Section Name: Sale Specific Current as of 8/14/2023 3:51:51PM



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#### 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 2, 2023. 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.

Scott Bowen Director

#### TIMBER SALE INFORMATION

#### Liver Lake Mix (12-057-23)

T44N, R32W, SEC. 10; T44N, R32W, SEC. 16; T44N, R32W, SEC. 8; T44N, R32W, SEC. 9. Iron County (Advertised Price \$34,028.50)

SALE NOTE: Access may be through private land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the 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	<u>ESTIMATE</u>	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
Red Maple	3.6	MBF	\$	78.00 / MBF
Sugar Maple	107.6	MBF	\$	157.00 / MBF
Pulpwood				
Balsam Fir	16	Cords	\$	7.70 / Cord
Mixed Hardwood	721	Cords	\$	10.75 / Cord
Paper Birch	17	Cords	\$	3.55 / Cord
Quaking Aspen	581	Cords	\$	15.00 / Cord
White Spruce	19	Cords	\$	10.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.26 percent. There are an estimated 1,649 cords on this timber sale, plus or minus 202 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 \$2,000.00 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	14.7%
02	2.4%
03	35.7%
04	37.2%
05	10.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2027.

#### **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	ROR MINIMUM MAXIMUM		
130,308	1,649	12.26%	1,447	1,852	

#### **VDU VOLUMES**

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

	VOLUME			RANGE IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
37	26,433	335	18.41%	273	396
39	4,786	61	70.91%	18	104
65	81,909	1,037	14.81%	883	1,190
73	17,180	217	23.81%	166	269
TOTAL:	130,308	1,649		1,340	1,959

#### **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:	156.6		156.6
73	8.8	5	8.8
		4	58.3
65	114.3	3	56.0
39	8.7	2	8.7
37	24.8	1	24.8
VDU	VDU ACRES	PU	PU ACRES

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	1	Cords	24.8	\$5,014.75
'	Mixed Hardwood	i dipwood	18	Cords	24.0	ψο,ο 14.7 ο
	Red Maple		18	Cords		
	Paper Birch		17	Cords		
	Quaking Aspen		314	Cords		
	White Spruce		4	Cords		
2	Balsam Fir	Pulpwood	7	Cords	8.7	\$820.10
	Quaking Aspen	'	41	Cords		,
	White Spruce		14	Cords		
3	Red Maple	Sawtimber	1.8	MBF	56.0	\$12,157.30
	Sugar Maple		52.7	MBF		, ,
	Mixed Hardwood	Pulpwood	344	Cords		
	Red Maple		24	Cords		
	Sugar Maple		320	Cords		
	Quaking Aspen		3	Cords		
4	Red Maple	Sawtimber	1.8	MBF	58.3	\$12,642.45
	Sugar Maple		54.9	MBF		
	Mixed Hardwood	Pulpwood	357	Cords		
	Red Maple		24	Cords		
	Sugar Maple		333	Cords		
	Quaking Aspen		3	Cords		
5	Balsam Fir	Pulpwood	8	Cords	8.8	\$3,393.90
	Mixed Hardwood		2	Cords		
	Red Maple		2	Cords		
	Quaking Aspen		220	Cords		
	White Spruce		1	Cords		
		TOTAL:	111.2	MBF		
		TOTAL:	1,354	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Liver Lake Mix Sale Number: 12-057-23 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 double red paint dots. Interior Payment Unit boundaries are marked with red paint slashes.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 & 2, cut all aspen trees which meet minimum piece specifications in 2.2 Utilization (one 100" piece to a top diameter inside bark of 4 inches). In addition, cut spruce and balsam fir with a stump diameter of 10 inches or larger at a stump height of 6 inches. Do not cut any trees marked with green paint. Only cut maple or white birch when necessary for equipment access (this must be kept to a minimum).

Within Payment Unit(s) 5, cut all aspen, maple, white birch, spruce, and balsam fir trees which meet minimum piece specifications in 2.2 Utilization (one 100" piece to a top diameter inside bark of 4 inches). Do not cut any trees marked with green paint.

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

Within Payment Unit(s) 3 & 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.

#### 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. Chip piles must be removed within 60 days of the sale expiration. In addition, after chip pile removal, residual chip depth at the landing may not exceed 4 inches.

#### 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. Liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

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. Stumps shall be set upright, not left on edge, and be moved at least 5 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)

Any overgrown roads opened up must be blocked to vehicle traffic within 60 days of the sale expiration. In general, this will require scattering stumps and brush in the road course. These roads must be made impassable to ORVs. Contact the Sale Administrator for specific design and placement.

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

No new roads will be permitted. Existing overgrown roads may be opened up and utilized with approval from the Sale Administrator.

#### 4.2 - Maintenance

#### 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 has been verbally obtained by the DNR. It is the responsibility of the Purchaser to confirm access across private land.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

#### 5.2.1.11 - Slash for reforestation (3/21)

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2, & 5, cutting, skidding, and hauling are not permitted from March 1 to May 15.

Within Payment Units 3 & 4, cutting, skidding, and hauling are not permitted from March 1 to July 15.

- This restriction is to avoid resource damage during spring break up. If prolonged wet weather conditions occur throughout the operating season, the Sale Administrator may suspend operations until favorable weather and ground conditions are present.

#### 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.

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

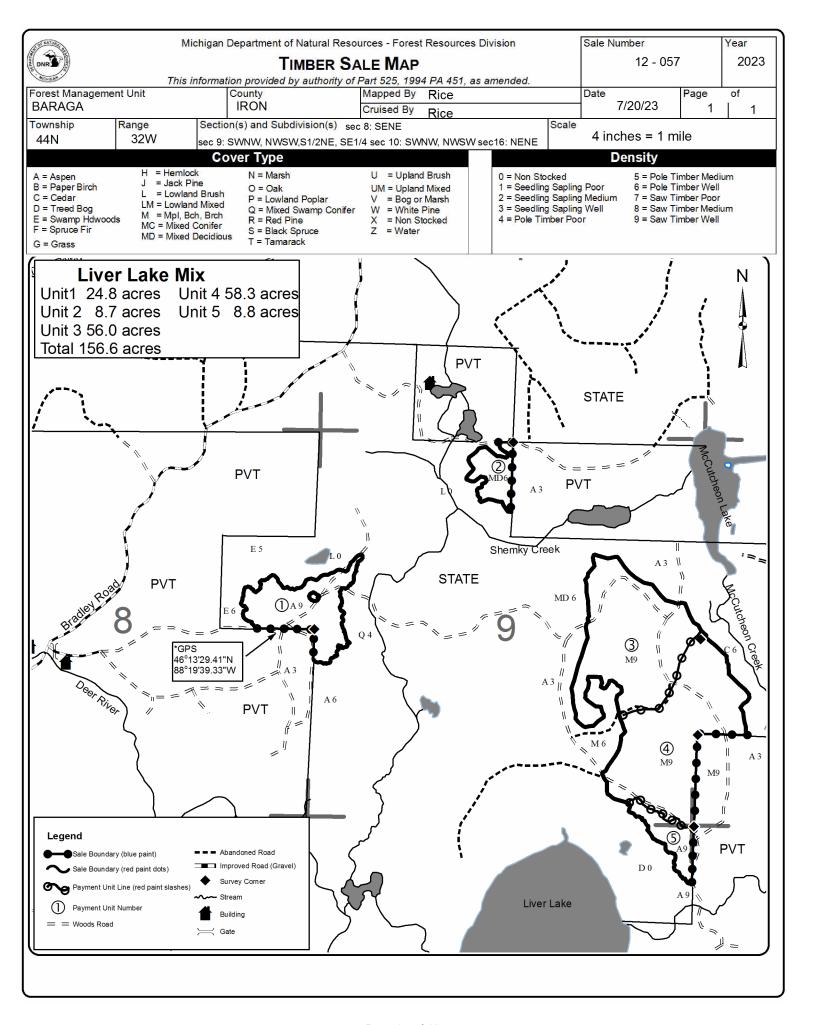
No harvesting operations, including skidding and felling, are to take place within any vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to any vernal pond depression. All equipment, trees and tops should be kept out of these areas. Within 100 feet of the vernal pond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

#### 5.8 - 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 9/25/2023 11:45:24AM



#### BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

#### <u>Under Over (11-012-23)</u>

T51N, R36W, SEC. 21; T51N, R36W, SEC. 28; T51N, R36W, SEC. 33; Houghton

In response to the notice of sale to be held 9:00 a.m. (local time) on November 2, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Basswood	28.3	MBF	\$	151.00/MBF	\$
Black Cherry	11.0	MBF	\$	103.00/MBF	\$
Red Maple	166.6	MBF	\$	117.00/MBF	\$
Red Oak	1.3	MBF	\$	133.00/MBF	\$
Sugar Maple	156.4	MBF	\$	236.00/MBF	\$
Yellow Birch	14.1	MBF	\$	118.00/MBF	\$
Pulpwood					
Balsam Fir	210	Cords	\$	11.55/Cord	\$
Basswood	49	Cords	\$	8.90/Cord	\$
Mixed Aspen	55	Cords	\$	31.50/Cord	\$
Mixed Hardwood	2,888	Cords	\$	16.10/Cord	\$
Mixed Spruce	275	Cords	\$	16.15/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.75 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 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	vidual or company representative's signature: Date:						
Phone nu	hone number : Email (optional):						

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



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

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

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

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

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

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

	A. ☐ Sole Proprietorship (individual)					
	B.  Partnership					
	C. Corporation					
2.	2. You <b>must</b> check <u>one</u> of the boxes below:					
	<ul> <li>A.          I certify my business is a sole proprietorship and it has no en Worker's Compensation Laws.     </li> </ul>	nployees but the sole proprietor. I am not subject to the				
	B.  I certify my business has satisfied its o bligation to the Worke Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the questions or a copy of the BWC-337, please call the Worker	Notice of Exclusion within 21 days of the contract award. (For				
	C.   I certify my business has a Worker's Compensation Policy. I one (21) days of the contract award.	will provide an original Certificate of Insurance within twenty-				
3.		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 an yourself, including family members and active partners (if none, you must enter "0").				
	Full-time Employees	Part-time Employees				
Nan	Name of Business	ederal ID (or) Social Security No.				
		3.00.00.00				
Add	Address T	elephone )				
City	City State Z	IP				
	I hereby certify that the above information is true and correct. I a in factors affecting my coverage during any of my present and fu					
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

CRYSTAL FALLS MANAGEMENT UNIT BARAGA OFFICE

#### Liver Lake Mix (12-057-23)

T44N, R32W, SEC. 10; T44N, R32W, SEC. 16; T44N, R32W, SEC. 8; T44N, R32W,

In response to the notice of sale to be held 9:00 a.m. (local time) on November 2, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber  Red Maple	3.6	MBF	¢	78.00/MBF	\$
Neu Maple	3.0	MDL	\$	70.00/MBF	Φ
Sugar Maple	107.6	MBF	\$	157.00/MBF	\$
Pulpwood					
Balsam Fir	16	Cords	\$	7.70/Cord	\$
Mixed Hardwood	721	Cords	\$	10.75/Cord	\$
Paper Birch	17	Cords	\$	3.55/Cord	\$
Quaking Aspen	581	Cords	\$	15.00/Cord	\$
White Spruce	19	Cords	\$	10.80/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 12.26 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL S	SECURITY NUMBER	₹:			
	Company or individual bidding:						
	Company representative						
	Address:						
	City:	State:	Zip:				
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.							
Individual	or company representati	ve's signature:		Date:			
Phone nu	Phone number : Email (optional):						

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



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

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

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

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

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

A. 

Sole Proprietorship (individual)

# 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:

	B. ☐ Partnership			
	C. Corporation			
2.	You <b>must</b> check <u>one</u> of the boxes below:			
	A.  I certify my business is a sole proprietorship and it is Worker's Compensation Laws.	has no employ	ees but the sole proprietor. I am not subject to the	
		opy of the Notic	ompensation Act through the use of an approved Notice of ce of Exclusion within 21 days of the contract award. (For impensation Bureau at 517 -322-1195).	
	C.  I certify my business has a Worker's Compensation one (21) days of the contract award.	n Policy. I will p	provide an original Certificate of Insurance within twenty-	
3.	If you have checked item 2(A) or 2(B), you <b>must</b> in than yourself, including family members and active p		umber of <b>both</b> full-time and part-time employees, oth one, you must enter "0").	ner
	Full-time Employees		Part-time Employees	
Nan	ne of Business	Federa	I ID (or) Social Security No.	
Add	Iress	Telepho	one )	
City	State	ZIP		
	ereby certify that the above information is true and colfactors affecting my coverage during any of my preser		e to notify the Michigan DNR of any changes that occuoperations.	ır
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

#### Horoscope Hardwoods (11-011-23)

T52N, R35W, SEC. 34; T52N, R35W, SEC. 35; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on November 2, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED '	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber					
Basswood	8.2	MBF	\$	101.00/MBF	\$
Red Maple	166.1	MBF	\$	78.00/MBF	\$
Sugar Maple	74.5	MBF	\$	157.00/MBF	\$
Yellow Birch	18.4	MBF	\$	79.00/MBF	\$
Pulpwood					
Balsam Fir	33	Cords	\$	7.70/Cord	\$
Basswood	50	Cords	\$	5.90/Cord	\$
Hemlock	4	Cords	\$	6.80/Cord	\$
Mixed Hardwood	2,264	Cords	\$	10.75/Cord	\$
Mixed Spruce	90	Cords	\$	10.80/Cord	\$
Paper Birch	2	Cords	\$	3.55/Cord	\$
Quaking Aspen	80	Cords	\$	21.00/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	vidual or company representative's signature: Date:						
Phone nu	hone 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 (-) 12.75 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.



#### 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:				
Forest Management Unit:				

As required by Act 317, P.A. 1969 (Worker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amende	,				
VE	ERIFICATION OF WORKER'S DISABILITY COM	//PENSATIO	ON 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, the twenty-one (21) days of the contract award and p		Exclusion or Certificate of Insurance must be submitted within ssuance of the timber sale contract.			
•	All Information must be typed or printed except	for written si	gnatures.			
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	one of the b	ooxes below):			
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>					
3.	If you have checked item 2(A) or 2(B), you <b>m</b> than yourself, including family members and acFull-time Employee	tive partner	the number of <b>both</b> full-time and part-time employees, other is (if none, you must enter "0").  Part-time Employees			
Nam	me of Business		Federal ID (or) Social Security No.			
	dress		Telephone ( )			
City	y State		ZIP			
	ereby certify that the above information is true ar factors affecting my coverage during any of my p		agree to notify the Michigan DNR of any changes that occur			

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

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

Date