



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN
TIMBER SALE PROSPECTUS #7360**

SCHEDULED SALE DATE AND TIME: **9:00 a.m. (local time) on February 8, 2024.**

LOCATION: **BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.**

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, BARAGA MANAGEMENT UNIT, for certain timber on the following described lands:

Flebba Hardwoods (11-007-23) / T47N, R33W, SEC. 6 , E1/2NW,NE,N1/2SE,SESE.

T47N, R33W, SEC. 7 , E1/2NE.

T47N, R33W, SEC. 8 , NW,W1/2NE,N1/2SW,W1/2SE.

T48N, R33W, SEC. 31, SENW,N1/2SW,SESW,NWSE.

Baraga County, Advertised Price \$58,896.60, 441.2 Acres, Hardwood, Sugar Maple.

SALE NOTE: Access may be through private land.

Lower Dam Mix (12-059-23) / T41N, R31W, SEC. 15, NWNW,S1/2NW,S1/2NE.

T41N, R31W, SEC. 16, N1/2NE,SENE.

T41N, R31W, SEC. 9 , SESE.

Iron County, Advertised Price \$63,213.55, 116.9 Acres, Aspen, Hardwood.

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 February 8, 2024. For further information concerning this sale, contact Brad Carlson at 906-353-6651.

2. Bidder's Qualifications (10/22)

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

3. Preparation of Sealed Bids (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding 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

Flebba Hardwoods (11-007-23)

T47N, R33W, SEC. 6; T47N, R33W, SEC. 7; T47N, R33W, SEC. 8; T48N, R33W, SEC. 31.
Baraga County (Advertised Price \$58,896.60)

SALE NOTE: Access may be through private land.

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

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Black Cherry	5.4 MBF	\$ 26.00 / MBF
Paper Birch	6.7 MBF	\$ 95.00 / MBF
Red Maple	74.1 MBF	\$ 75.00 / MBF
Red Oak	5.4 MBF	\$ 69.00 / MBF
Sugar Maple	129.9 MBF	\$ 126.00 / MBF
Yellow Birch	17.4 MBF	\$ 89.00 / MBF
Pulpwood		
Balsam Fir	179 Cords	\$ 5.80 / Cord
Black Cherry	53 Cords	\$ 7.55 / Cord
Black Spruce	753 Cords	\$ 9.70 / Cord
Paper Birch	224 Cords	\$ 2.90 / Cord
Quaking Aspen	17 Cords	\$ 15.15 / Cord
Red Maple	1,496 Cords	\$ 7.55 / Cord
Red Oak	11 Cords	\$ 13.35 / Cord
Sugar Maple	1,259 Cords	\$ 7.55 / Cord
Tamarack	275 Cords	\$ 4.15 / Cord
White Spruce	10 Cords	\$ 9.70 / Cord
Yellow Birch	323 Cords	\$ 7.55 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 9.79 percent. There are an estimated 5,187 cords on this timber sale, plus or minus 508 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 \$7,000.00 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	3.0%
02	10.5%
03	5.2%
04	8.9%
05	11.0%
06	10.3%
07	3.1%
08	8.4%
09	16.0%
10	15.8%
11	7.8%

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

SALE STATISTICS

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

SALE VOLUMES

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

VOLUME			STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
409,803	5,187	9.79%	4,680	5,695

VDU VOLUMES

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

VDU	VOLUME		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
27	47,178	597	33.18%	399	795
33	10,598	134	34.57%	88	181
41	30,271	383	33.63%	254	512
42	30,440	385	35.38%	249	522
54	181,663	2,300	9.97%	2,070	2,529
61	73,079	925	18.61%	753	1,097
82	27,159	344	15.17%	292	396
822	9,415	119	75.17%	30	209
TOTAL:	409,803	5,187		4,134	6,240

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
27	34.7	11	34.7
33	24.2	1	24.2
41	25.0	10	25.0
42	15.1	10	15.1
54	279.5	2	51.3
		3	25.6
		4	43.4
		5	53.7
		6	50.0
		7	14.9
		8	40.6
61	43.8	9	43.8
82	12.6	10	12.6
822	6.3	9	6.3
TOTAL:	441.2		441.2

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
1	Red Maple	Sawtimber	4.4	MBF	24.2	\$1,762.30	
	Sugar Maple		4.1	MBF			
	Yellow Birch		0.8	MBF			
	Black Cherry		Pulpwood	3			Cords
	Red Maple			42			Cords
	Sugar Maple			58			Cords
	White Spruce			3			Cords
	Yellow Birch			5			Cords
	2		Black Cherry	Sawtimber			1.0
Red Maple		7.9	MBF				
Red Oak		1.0	MBF				
Sugar Maple		23.1	MBF				
Yellow Birch		0.9	MBF				
Balsam Fir		Pulpwood	4		Cords		
Black Cherry			5		Cords		
Red Maple			88		Cords		
Red Oak			2		Cords		
Sugar Maple			219		Cords		
White Spruce			1		Cords		
Yellow Birch			12		Cords		
3			Black Cherry		Sawtimber	0.5	MBF
	Red Maple	4.0	MBF				
	Red Oak	0.5	MBF				
	Sugar Maple	11.5	MBF				
	Yellow Birch	0.4	MBF				
	Balsam Fir	Pulpwood	2	Cords			
	Black Cherry		2	Cords			
	Red Maple		44	Cords			
	Red Oak		1	Cords			
	Sugar Maple		109	Cords			
	White Spruce		1	Cords			
	Yellow Birch		6	Cords			
	4		Black Cherry	Sawtimber		0.8	MBF
Red Maple		6.7	MBF				
Red Oak		0.8	MBF				
Sugar Maple		19.5	MBF				
Yellow Birch		0.7	MBF				
Balsam Fir		Pulpwood	3		Cords		
Black Cherry			4		Cords		
Red Maple			75		Cords		
Red Oak			2		Cords		
Sugar Maple			186		Cords		
White Spruce			1		Cords		
Yellow Birch			11		Cords		
5			Black Cherry		Sawtimber	1.0	MBF
	Red Maple	8.3	MBF				
	Red Oak	1.0	MBF				
	Sugar Maple	24.2	MBF				
	Yellow Birch	0.9	MBF				
	Balsam Fir	Pulpwood	4	Cords			
	Black Cherry		5	Cords			
	Red Maple		92	Cords			
	Red Oak		1	Cords			
	Sugar Maple		229	Cords			
	White Spruce		2	Cords			
	Yellow Birch		13	Cords			

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE					
6	Black Cherry Red Maple Red Oak Sugar Maple Yellow Birch Balsam Fir Black Cherry Red Maple Red Oak Sugar Maple White Spruce Yellow Birch	Sawtimber	1.0	MBF	50.0	\$6,040.55					
			7.7	MBF							
			1.0	MBF							
		22.5	MBF								
		0.9	MBF								
		Pulpwood	4	Cords							
			5	Cords							
			86	Cords							
			2	Cords							
			214	Cords							
			1	Cords							
			12	Cords							
			7	Black Cherry Red Maple Red Oak Sugar Maple Yellow Birch Balsam Fir Black Cherry Red Maple Red Oak Sugar Maple Yellow Birch			Sawtimber	0.3	MBF	14.9	\$1,808.30
2.3	MBF										
0.3	MBF										
6.7	MBF										
0.3	MBF										
Pulpwood	1	Cords									
	1	Cords									
	26	Cords									
	1	Cords									
	64	Cords									
	4	Cords									
	8	Black Cherry Red Maple Red Oak Sugar Maple Yellow Birch Balsam Fir Black Cherry Red Maple Red Oak Sugar Maple White Spruce Yellow Birch			Sawtimber	0.8	MBF	40.6	\$4,918.30		
						6.3	MBF				
			0.8	MBF							
			18.3	MBF							
0.7			MBF								
Pulpwood			3	Cords							
			4	Cords							
			70	Cords							
			2	Cords							
			174	Cords							
			1	Cords							
			10	Cords							
			9	Red Maple Yellow Birch Balsam Fir Black Spruce Quaking Aspen Red Maple Yellow Birch	Sawtimber	14.1	MBF			50.1	\$9,478.15
	10.1	MBF									
	Pulpwood	124			Cords						
214		Cords									
9		Cords									
409		Cords									
199		Cords									
10		Paper Birch Red Maple Yellow Birch Balsam Fir Black Cherry Black Spruce Paper Birch Quaking Aspen Red Maple Sugar Maple Yellow Birch			Sawtimber	6.7	MBF	52.7	\$9,332.60		
	12.4		MBF								
	1.7		MBF								
	Pulpwood		34	Cords							
			15	Cords							
			192	Cords							
			218	Cords							
			8	Cords							
			564	Cords							
			6	Cords							
			51	Cords							
			11	Black Cherry Black Spruce Paper Birch	Pulpwood	9	Cords			34.7	\$4,592.50
						347	Cords				
6	Cords										

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
11 con't	Tamarack	Pulpwood	275	Cords		
TOTAL:			238.9	MBF		
TOTAL:			4,600	Cords		

Sale Specific Conditions & Requirements

Sale Name: Flebba Hardwoods

Sale Number: 11-007-23 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. Retention patches are marked with red paint; no harvesting activities may occur within these areas. 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) 9-11, cut all trees which meet minimum piece specifications in 2.2 Utilization, except hemlock, white pine, red oak & white cedar, along with any yellow birch that is 18" at DBH and larger.

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

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

2.2 - Utilization

2.2.3 - Stump heights (4/07)

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

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops is not permissible, 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 (1/4" > 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 and otherwise removed from the sale.

4.1.4 - Timber removed for construction (3/23)

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

4.1.5 - Culverts (5/14)

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

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge 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 bulldozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.1 - Private property access (3/11)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

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

5.1.4 - Post-sale conference (10/16)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - 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.

5.2.1.11 - 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) 1-11, 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 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 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

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

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

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

5.8.5 - Protection of raptor nests (3/13)

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

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 US 141 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.



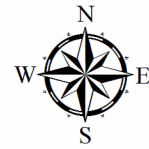
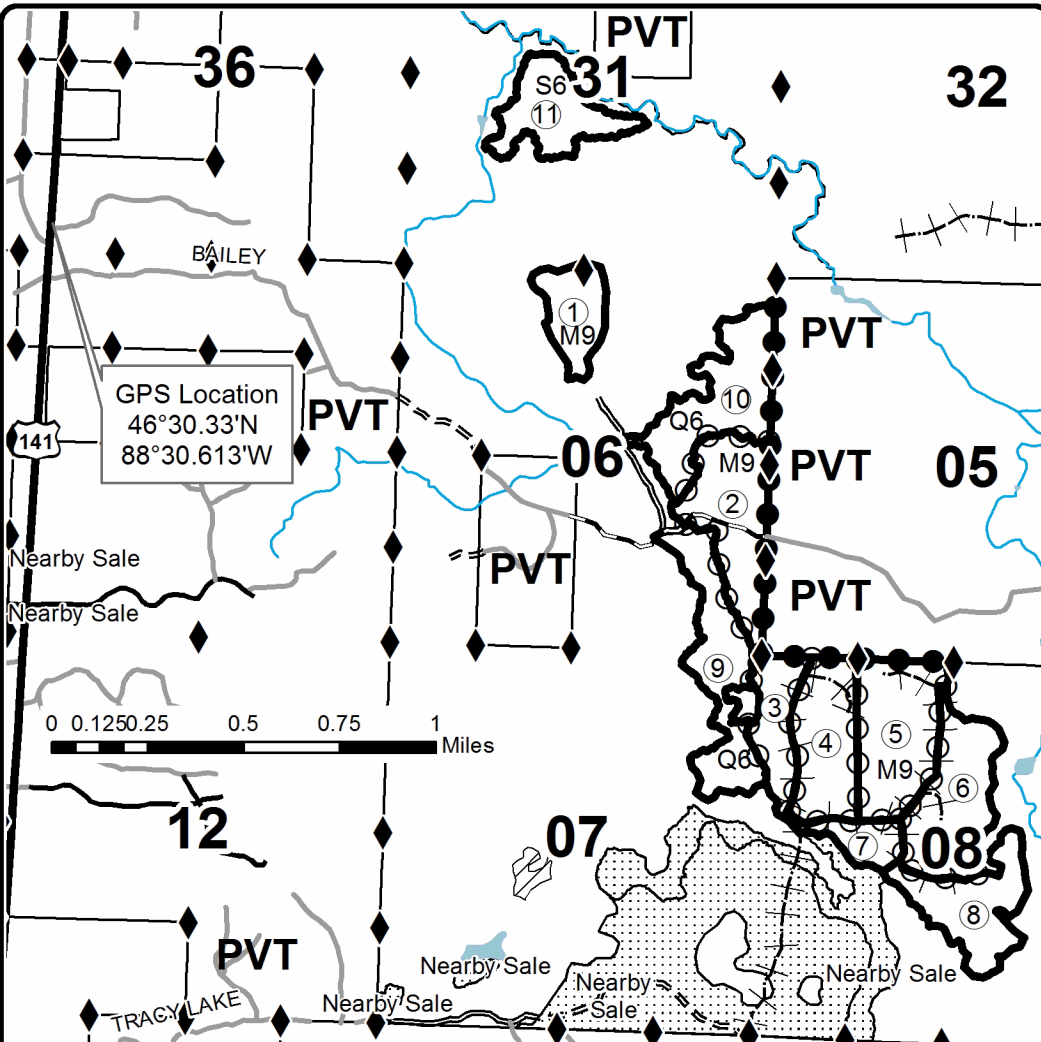
TIMBER SALE MAP

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

Sale Number	Year
11-007	23

Forest Management Unit Baraga	County Baraga	Mapped By Carlson	Date 7/18/2023	Page 1	of 1
Township 47N & 48N	Range 33W	Section(s) and Subdivision(s) See Map	Scale 1:31,680		
Cruised By Baraga Staff					

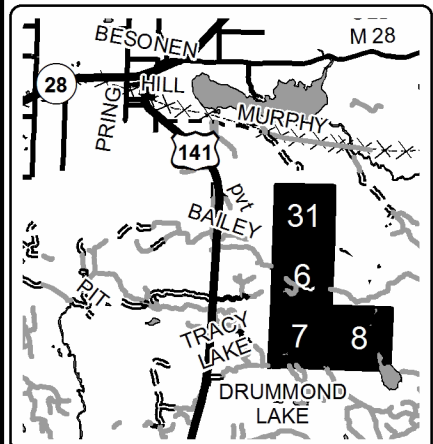
Cover Type				Density			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor		
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well		
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water				
G = Grass	MD = Mixed Deciduous	T = Tamarack					



Legend

- ◆ Survey Corners
- Highways
- Primary Forest Road
- Secondary Forest Road
- == Forest Access Route
- Paved Road
- Private
- + Temporary Management Access
- Perennial River
- Lakes and Rivers
- Against State (Red)
- Payment Unit (Red)
- Private Line (Blue)

Locator Map
1:200,000



Flebba Hardwoods												
Baraga County, Compartment 11025												
UNIT	1	2	3	4	5	6	7	8	9	10	11	TOTALS
ACRES	24.2	51.3	25.6	43.4	53.7	50	14.9	40.6	50.1	52.7	34.7	441.2
Sawlogs MBF												
Black Cherry	0	1	1	1	1	1	0	1	0	0	0	5.4
Paper Birch	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.7	0.0	6.7
Red Maple	4.4	7.9	4.0	6.7	8.3	7.7	2.3	6.3	14.1	12.4	0.0	74.1
Red Oak	0.0	1.0	0.5	0.8	1.0	1.0	0.3	0.8	0.0	0.0	0.0	5.4
Sugar Maple	4.1	23.1	11.5	19.5	24.2	22.5	6.7	18.3	0.0	0.0	0.0	129.9
Yellow Birch	0.8	0.9	0.4	0.7	0.9	0.9	0.3	0.7	10.1	1.7	0.0	17.4
TOTAL	9.3	33.9	16.9	28.5	35.4	33.1	9.9	26.9	24.2	20.8	0.0	238.9
Pulpwood CORDS												
Balsam Fir	0	4	2	3	4	4	1	3	120	34	0	175
Mixed Aspen	0	0	0	0	0	0	0	0	10	8	0	18
Mixed Hardwood	109	331	165	280	345	323	97	262	610	631	9	3162
Mixed Spruce	3	1	1	1	2	1	0	1	214	189	346	759
Paper Birch	0	0	0	0	0	0	0	0	0	218	6	224
Tamarack	0	0	0	0	0	0	0	0	0	0	275	275
TOTAL	112	336	168	284	351	328	98	266	954	1080	636	4613



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 February 8, 2024. For further information concerning this sale, contact Brad Carlson at 906-353-6651.

2. Bidder's Qualifications (10/22)

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

3. Preparation of Sealed Bids (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding 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

Lower Dam Mix (12-059-23)
T41N, R31W, SEC. 15; T41N, R31W, SEC. 16; T41N, R31W, SEC. 9.
Iron County (Advertised Price \$63,213.55)

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

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Basswood	1.4 MBF	\$ 101.00 / MBF
Sugar Maple	14.2 MBF	\$ 164.00 / MBF
Pulpwood		
Balsam Fir	22 Cords	\$ 7.50 / Cord
Basswood	24 Cords	\$ 6.55 / Cord
Mixed Aspen	2,871 Cords	\$ 19.70 / Cord
Mixed Hardwood	337 Cords	\$ 9.85 / Cord
Paper Birch	44 Cords	\$ 3.75 / Cord
White Spruce	30 Cords	\$ 12.60 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 25.11 percent. There are an estimated 3,363 cords on this timber sale, plus or minus 845 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$4,425.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule :
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	13.7%
02	18.0%
03	32.2%
04	16.1%
05	20.0%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2026.

SALE STATISTICS

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

SALE VOLUMES

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

VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
265,697	3,363	25.11%	2,519	4,208

VDU VOLUMES

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

VDU	VOLUME		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
1	29,369	372	42.67%	213	530
2	35,508	449	43.27%	255	644
11	200,819	2,542	22.81%	1,962	3,122
TOTAL:	265,697	3,363		2,430	4,296

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	12.1	2	12.1
2	17.8	1	17.8
11	87.0	2	7.8
		3	37.4
		4	18.6
		5	23.2
TOTAL:	116.9		116.9

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	1.4	MBF	17.8	\$8,637.70
	Sugar Maple		4.5	MBF		
	Basswood	Pulpwood	13	Cords		
	Mixed Aspen		356	Cords		
	<i>B. T. Aspen</i>		243	<i>Cords</i>		
	<i>Quaking Aspen</i>		113	<i>Cords</i>		
	Mixed Hardwood		67	Cords		
	<i>Black Ash</i>		6	<i>Cords</i>		
	<i>Red Maple</i>		9	<i>Cords</i>		
	<i>Sugar Maple</i>		52	<i>Cords</i>		
	2	Sugar Maple	Sawtimber	0.9		
Balsam Fir		Pulpwood	6	Cords		
Basswood			1	Cords		
Mixed Aspen			546	Cords		
<i>B. T. Aspen</i>			121	<i>Cords</i>		
<i>Balsam Poplar</i>			45	<i>Cords</i>		
<i>Quaking Aspen</i>			380	<i>Cords</i>		
Mixed Hardwood			40	Cords		
<i>Black Ash</i>			6	<i>Cords</i>		
<i>Red Maple</i>			9	<i>Cords</i>		
<i>Sugar Maple</i>			24	<i>Cords</i>		
<i>White Ash</i>			1	<i>Cords</i>		
Paper Birch			4	Cords		
White Spruce			3	Cords		
3	Sugar Maple	Sawtimber	4.1	MBF	37.4	\$20,357.80
	Balsam Fir	Pulpwood	7	Cords		
	Basswood		5	Cords		
	Mixed Aspen		929	Cords		
	<i>B. T. Aspen</i>		199	<i>Cords</i>		
	<i>Balsam Poplar</i>		52	<i>Cords</i>		
	<i>Quaking Aspen</i>		678	<i>Cords</i>		
	Mixed Hardwood		108	Cords		
	<i>Black Ash</i>		5	<i>Cords</i>		
	<i>Red Maple</i>		27	<i>Cords</i>		
	<i>Sugar Maple</i>		71	<i>Cords</i>		
	<i>White Ash</i>		5	<i>Cords</i>		
	Paper Birch		19	Cords		
	White Spruce		13	Cords		
4	Sugar Maple	Sawtimber	2.1	MBF	18.6	\$10,149.85
	Balsam Fir	Pulpwood	4	Cords		
	Basswood		2	Cords		
	Mixed Aspen		463	Cords		
	<i>B. T. Aspen</i>		99	<i>Cords</i>		
	<i>Balsam Poplar</i>		26	<i>Cords</i>		
	<i>Quaking Aspen</i>		338	<i>Cords</i>		
	Mixed Hardwood		54	Cords		
	<i>Black Ash</i>		2	<i>Cords</i>		
	<i>Red Maple</i>		13	<i>Cords</i>		
	<i>Sugar Maple</i>		36	<i>Cords</i>		
	<i>White Ash</i>		3	<i>Cords</i>		
	Paper Birch		9	Cords		
	White Spruce		6	Cords		
5	Sugar Maple	Sawtimber	2.6	MBF	23.2	\$12,666.05
	Balsam Fir	Pulpwood	5	Cords		
	Basswood		3	Cords		
	Mixed Aspen		577	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	<i>B. T. Aspen</i>	<i>Pulpwood</i>	124	<i>Cords</i>		
	<i>Balsam Poplar</i>		32	<i>Cords</i>		
	<i>Quaking Aspen</i>		421	<i>Cords</i>		
	Mixed Hardwood		68	<i>Cords</i>		
	<i>Black Ash</i>		3	<i>Cords</i>		
	<i>Red Maple</i>		17	<i>Cords</i>		
	<i>Sugar Maple</i>		45	<i>Cords</i>		
	<i>White Ash</i>		3	<i>Cords</i>		
	Paper Birch		12	<i>Cords</i>		
	White Spruce		8	<i>Cords</i>		
TOTAL:			15.6	MBF		
TOTAL:			3,328	Cords		

Sale Specific Conditions & Requirements

Sale Name: Lower Dam Mix

Sale Number: 12-059-23 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 red paint. Interior Payment Unit boundaries are marked with red slashes. 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

2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 2, 3, 4 & 5, cut all trees that are two (2) inches or more at DBH, except spruce, balsam, tamarack, red pine, white pine, cedar, hemlock and oak. Additionally, cut all spruce, balsam and tamarack with two or more pulpwood sticks.

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

Within Payment Unit(s) 1, 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 Payment Unit 1 shall not exceed stump diameter.

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.

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are those areas within Payment Unit 1 that contain advanced sugar maple regeneration. Sugar maple saplings and small poles must be protected from damage. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$500 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.2 - Stream crossings, specific (3/11)

There is an intermittent stream between the two blocks in Payments Unit 4 as shown on the Timber Sale Map. This stream will need to be crossed using brush & snow or crane mats. If brush is used, it must be removed after wood has been hauled across stream. This installation will be performed in accordance with the specifications on the appropriate permits which shall be provided by the DNR.

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.

4.1.6 - Road construction (1/09)

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

4.1.8 - Road work (1) (8/07)

The following road work is required: The existing road that exits Lower Dam Road, through an easement on WE Energies Land, must be improved by ditching and crowning and adding any gravel that may be needed. A short segment of new road, approximately 100 feet, will need to be constructed in the NWNE of section 16 to keep it on State Land. Another segment of new road, approximately 700 feet, will need to be constructed in the NWNW of section 15. This segment of road will need a cross drain culvert and several loads of gravel.

4.2 - Maintenance

4.2.4 - Grading (10/16)

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

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 2 through 5, cutting and skidding occur during very dry summer or frozen winter conditions. The reason for the recommendation is because areas of wet ground may be present. Only a portion of these Payment Units are wet and the remainder could be cut at any time.

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.



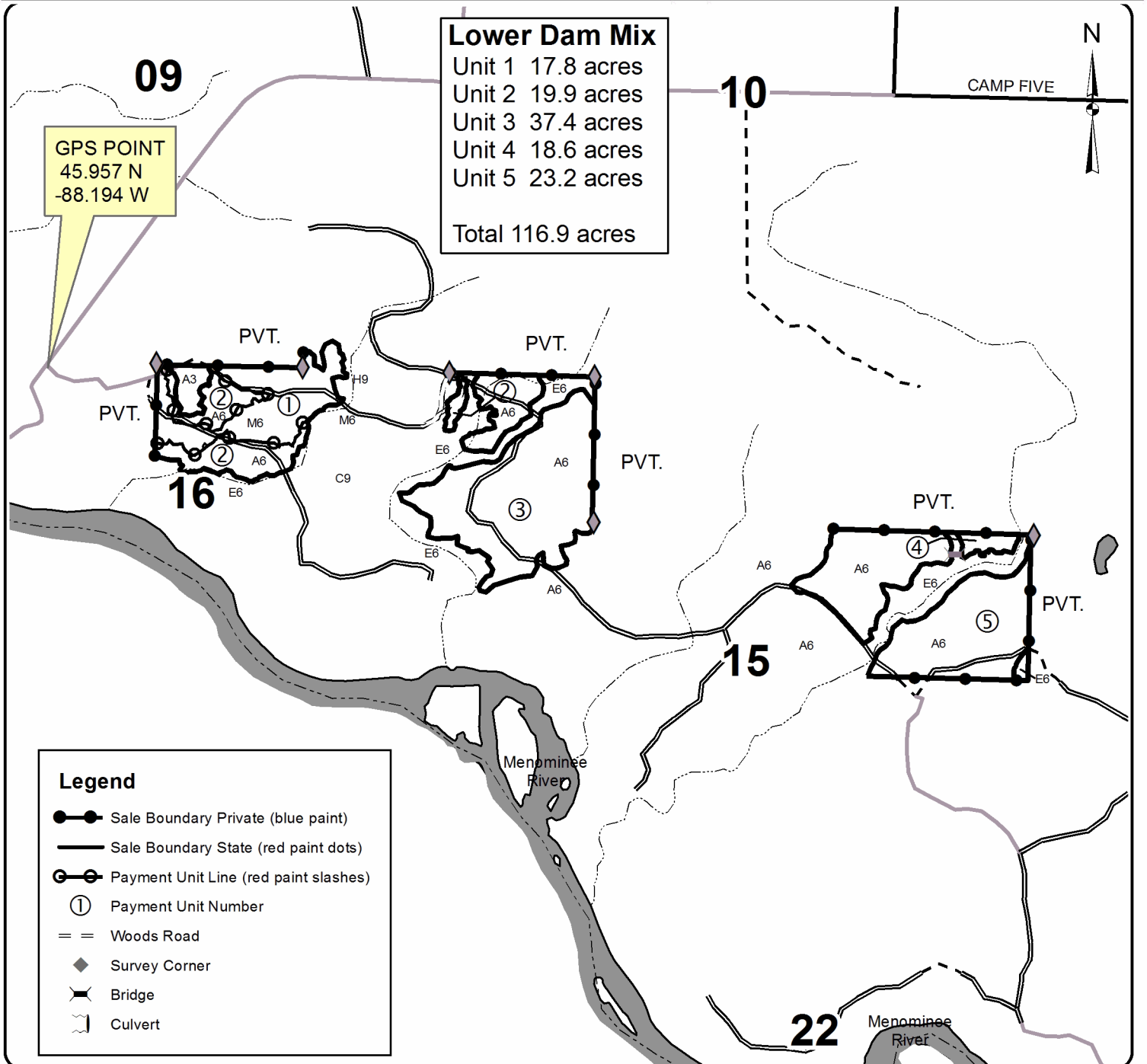
TIMBER SALE MAP

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

Sale Number	Year
12 - 059	2023

Forest Management Unit Crystal Falls	County Iron	Mapped By Scott Sebero	Date 09/22/2023	Page 1	of 1
Township 41N	Range 31W	Section(s) and Subdivision(s) 9 SESE, 16 N1/2NE, SENE 15 NWNW, S1/2NW, S1/2NE	Scale 4 inches = 1 mile		

Cover Type				Density	
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water		
G = Grass	MD = Mixed Deciduous	T = Tamarack			



Lower Dam Mix (12-059-23)

T41N, R31W, SEC. 15; T41N, R31W, SEC. 16; T41N, R31W, SEC. 9; Iron COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on February 8, 2024, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
Sawtimber			
Basswood	1.4 MBF	\$ 101.00/MBF	\$ _____
Sugar Maple	14.2 MBF	\$ 164.00/MBF	\$ _____
Pulpwood			
Balsam Fir	22 Cords	\$ 7.50/Cord	\$ _____
Basswood	24 Cords	\$ 6.55/Cord	\$ _____
Mixed Aspen	2,871 Cords	\$ 19.70/Cord	\$ _____
Mixed Hardwood	337 Cords	\$ 9.85/Cord	\$ _____
Paper Birch	44 Cords	\$ 3.75/Cord	\$ _____
White Spruce	30 Cords	\$ 12.60/Cord	\$ _____

*The volumes are statistically estimated within plus (+) or minus (-) 25.11 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: _____ - _____ or SOCIAL SECURITY NUMBER: _____ - _____ - _____

Company or individual bidding: _____

Company representative's name: _____

Address: _____

City: _____ State: _____ Zip: _____

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

Individual or company representative's signature: _____ Date: _____

Phone number : _____ Email (optional): _____

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



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

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
 - A. Sole Proprietorship (individual)
 - B. Partnership
 - C. Corporation

2. You **must** check one of the boxes below:
 - A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
 - B. I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
 - C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.

3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

_____ Full-time Employees

_____ Part-time Employees

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

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

Signature of Owner or Authorized Representative

Title

Date

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

Flebba Hardwoods (11-007-23)

T47N, R33W, SEC. 6; T47N, R33W, SEC. 7; T47N, R33W, SEC. 8; T48N, R33W,

In response to the notice of sale to be held 9:00 a.m. (local time) on February 8, 2024, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
Sawtimber			
Black Cherry	5.4 MBF	\$ 26.00/MBF	\$ _____
Paper Birch	6.7 MBF	\$ 95.00/MBF	\$ _____
Red Maple	74.1 MBF	\$ 75.00/MBF	\$ _____
Red Oak	5.4 MBF	\$ 69.00/MBF	\$ _____
Sugar Maple	129.9 MBF	\$ 126.00/MBF	\$ _____
Yellow Birch	17.4 MBF	\$ 89.00/MBF	\$ _____
Pulpwood			
Balsam Fir	179 Cords	\$ 5.80/Cord	\$ _____
Black Cherry	53 Cords	\$ 7.55/Cord	\$ _____
Black Spruce	753 Cords	\$ 9.70/Cord	\$ _____
Paper Birch	224 Cords	\$ 2.90/Cord	\$ _____
Quaking Aspen	17 Cords	\$ 15.15/Cord	\$ _____
Red Maple	1,496 Cords	\$ 7.55/Cord	\$ _____
Red Oak	11 Cords	\$ 13.35/Cord	\$ _____
Sugar Maple	1,259 Cords	\$ 7.55/Cord	\$ _____
Tamarack	275 Cords	\$ 4.15/Cord	\$ _____
White Spruce	10 Cords	\$ 9.70/Cord	\$ _____
Yellow Birch	323 Cords	\$ 7.55/Cord	\$ _____

*The volumes are statistically estimated within plus (+) or minus (-) 9.79 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: _____ or SOCIAL SECURITY NUMBER: _____

Company or individual bidding: _____

Company representative's name: _____

Address: _____

City: _____ State: _____ Zip: _____

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

Individual or company representative's signature: _____ Date: _____

Phone number : _____ Email (optional): _____

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



TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Please Check Appropriate Categories:

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

_____ Full-time Employees

_____ Part-time Employees

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

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

Signature of Owner or Authorized Representative

Title

Date

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