

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7388

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on May 16, 2024. 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, CRYSTAL FALLS MANAGEMENT UNIT, for certain timber on the following described lands:

Rosek Mix (12-052-24) / T42N, R32W, SEC. 29, S1/2SE.

T42N, R32W, SEC. 32, NWNE, S1/2NE, N1/2SE.

Iron County, Advertised Price \$26,601.00, 74.4 Acres, Aspen, Hardwood.

SALE NOTE: Steeper terrain is present on sale access roads and in areas across the sale.

Horse Pond Pine (12-053-24) / T42N, R32W, SEC. 21, SESW.

T42N, R32W, SEC. 28, NENW, NWNE, S1/2NE.

T42N, R32W, SEC. 33, NENE, S1/2NE, NWSE.

T42N, R32W, SEC. 34, NW, SWNE, NESW, NWSE.

Iron County, Advertised Price \$95,531.50, 144.6 Acres, Red Pine, Aspen.

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 May 16, 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

Rosek Mix (12-052-24) T42N, R32W, SEC. 29; T42N, R32W, SEC. 32.

Iron County (Advertised Price \$26,601.00)

SALE NOTE: Steeper terrain is present on sale access roads and in areas across the sale.

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	D UNITS*	ADVE	RTISED PRICE
Sawtimber				
Red Maple	13.6	MBF	\$	97.00 / MBF
Pulpwood				
Mixed Aspen	1,192	Cords	\$	18.90 / Cord
Paper Birch	58	Cords	\$	2.75 / Cord
Red Maple	266	Cords	\$	9.75 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 36.25 percent. There are an estimated 1,549 cords on this timber sale, plus or minus 561 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 \$2,500.00 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:

of a difficultion cach of the fellowing arms mach	t be made belove eathing begins in that arms
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	36.8%
02	40.2%
03	23.0%

- 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.

VOL	LUME STATISTICAL R		ANGE IN CORDS	
TOTAL CUBIC FEET	BIC FEET TOTAL CORDS PERCENT ERROR MINIMUM		MINIMUM	MAXIMUM
122,350	1,549	36.25%	987	2,110

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
16	26,459	335	58.43%	139	531
20	49,398	625	33.60%	415	835
23	46,492	589	31.54%	403	774
TOTAL:	122,350	1,549		957	2,140

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
16	11.3	3	11.3
20	22.1	2	22.1
23	41.0	1	41.0
TOTAL:	74.4		74.4

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	13.6	MBF	41.0	\$9,796.80
	Mixed Aspen	Pulpwood	359	Cords		
	B. T. Aspen		353	Cords		
	Balsam Poplar		6	Cords		
	Paper Birch		34	Cords		
	Red Maple		164	Cords		
2	Mixed Aspen	Pulpwood	519	Cords	22.1	\$10,674.60
	B. T. Aspen		400	Cords		
	Quaking Aspen		119	Cords		
	Paper Birch		24	Cords		
	Red Maple		82	Cords		
3	Mixed Aspen	Pulpwood	314	Cords	11.3	\$6,129.60
	B. T. Aspen		203	Cords		
	Quaking Aspen		111	Cords		
	Red Maple		20	Cords		
		TOTAL:	13.6	MBF		
		TOTAL:	1,516	Cords		

Sale Specific Conditions & Requirements

Sale Name: Rosek Mix Sale Number: 12-052-24 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 are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with double slashed red paint. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 2 & 3, cut all aspen and maple trees that are two (2) inches or more at DBH. Additionally, within Payment Units 2 & 3, cut all merchantable cherry and paper birch which meet minimum piece specifications in 2.2 Utilization. Leave all oak and conifer species.

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

Within Payment Unit(s) 1, cut all merchantable aspen and mixed hardwood trees which meet minimum piece specifications in 2.2 Utilization. Leave all oak and conifer species.

2.2 - Utilization

2.2.4 - Skidding length (2/14)

Within Payment Unit 1, skidding of unlimbed tops or lengths over 17 feet is not permissible, unless approved by the Unit Manager or his/her representative.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (7/16)

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

No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation

4.1 - Construction

4.1.4 - 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.

4.1.7 - Road closure (10/11)

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

4.2 - Maintenance

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or 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

5.1 - 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. The Unit Manager or his/her representative must be contacted at least 3 business days in advance to schedule the conference.

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Units 1-3, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

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 within 50 feet of any county roads (Rosek Drive), without permission of the County and Unit Manager or his/her representative.

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

5.8.5 - 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 Rosek Drive and Stager Lake Road, from both directions, prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

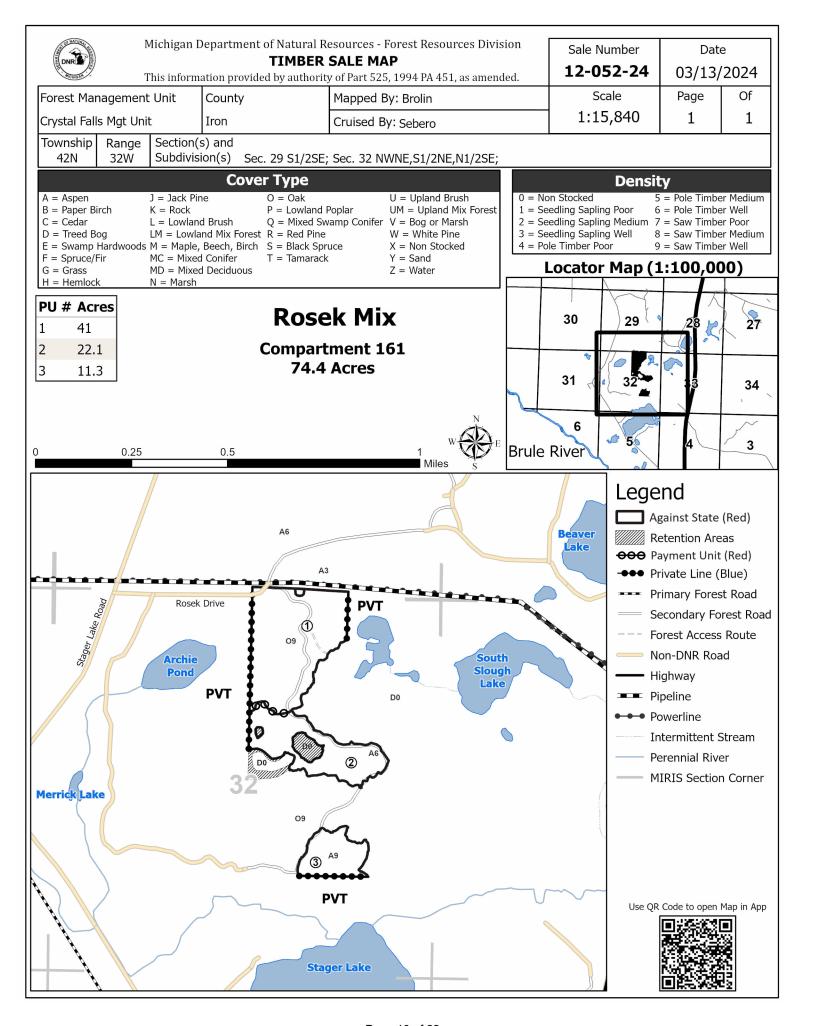
7 - Other Conditions

7.3 - Contract Modifications

7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

Section Name: Sale Specific Current as of 3/28/2024 12:59:24PM



TIMBER SALE INFORMATION

Horse Pond Pine (12-053-24)

T42N, R32W, SEC. 21; T42N, R32W, SEC. 28; T42N, R32W, SEC. 33; T42N, R32W, SEC. 34. Iron County (Advertised Price \$95,531.50)

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	D UNITS*	AD\	ERTISED PRICE
Sawtimber				
Northern Pin Oak	1.7	MBF	\$	119.00 / MBF
Paper Birch	1.2	MBF	\$	167.00 / MBF
Red Maple	5.0	MBF	\$	112.00 / MBF
Pulpwood				
Balsam Fir	35	Cords	\$	6.15 / Cord
Jack Pine	6	Cords	\$	35.60 / Cord
Mixed Aspen	994	Cords	\$	21.80 / Cord
Mixed Spruce	4	Cords	\$	14.00 / Cord
Northern Pin Oak	301	Cords	\$	16.35 / Cord
Paper Birch	34	Cords	\$	3.15 / Cord
Red Maple	254	Cords	\$	11.25 / Cord
Red Pine	1.169	Cords	\$	55.20 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 34.70 percent. There are an estimated 2,815 cords on this timber sale, plus or minus 977 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 \$9,000.00 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	11.5%
02	13.0%
03	10.3%
04	8.7%
05	11.6%
06	12.5%
07	5.7%
08	1.7%
09	14.2%
10	8.3%
11	2.5%

- 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	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
222,405	2,815	34.70%	1,838	3,792

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	25,673	325	47.70%	170	480
2	15,728	199	30.95%	137	261
3	17,771	225	38.75%	138	312
4	53,788	681	37.51%	425	936
5	7,638	97	46.02%	52	141
6	32,526	412	38.41%	254	570
7	10,400	132	60.03%	53	211
8	58,880	745	22.62%	577	914
TOTAL:	222,405	2,815		1,806	3,825

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	24.1	7	24.1
2	8.8	1	8.8
3	14.5	2	14.5
4	15.6	9	15.6
5	4.7	8	4.7
6	15.4	10	15.4
7	6.7	11	6.7
8	54.8	3	13.1
		4	11.0
		5	14.8
		6	15.9
TOTAL:	144.6		144.6

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
1	Red Pine	Pulpwood	199	Cords	8.8	\$10,984.80	
2	Red Pine	Pulpwood	225	Cords	14.5	\$12,420.00	
3	Red Pine	Pulpwood	178	Cords	13.1	\$9,825.60	
4	Red Pine	Pulpwood	150	Cords	11.0	\$8,280.00	
5	Red Pine	Pulpwood	201	Cords	14.8	\$11,095.20	
6	Red Pine	Pulpwood	216	Cords	15.9	\$11,923.20	
7	Red Maple	Sawtimber	0.6	MBF	24.1	\$5,436.45	
	Mixed Aspen	Pulpwood	45	Cords			
	B. T. Aspen		28	Cords			
	Quaking Aspen		17	Cords			
	Northern Pin Oak		245	Cords			
	Red Maple		34	Cords			
8	Northern Pin Oak	Sawtimber	1.7	MBF	4.7	\$1,596.00	
	Mixed Aspen	Pulpwood	10	Cords			
	B. T. Aspen		10	Cords			
	Northern Pin Oak		56	Cords			
	Paper Birch		4	Cords			
	Red Maple		22	Cords			
9	Paper Birch	Sawtimber	1.2	MBF	15.6	\$13,693.00	
	Red Maple		2.9	MBF			
	Balsam Fir	Pulpwood	8	Cords			
	Mixed Aspen		550	Cords			
	B. T. Aspen		363	Cords			
	Quaking Aspen Paper Birch		<i>187</i> 19	Cords Cords			
	Red Maple		95	Cords			
10	Red Maple	Sawtimber	1.5	MBF	15.4	\$7,931.40	
10	Balsam Fir	Pulpwood	27	Cords	10.4	Ψ1,501.40	
	Jack Pine		6	Cords			
	Mixed Aspen		300	Cords			
	B. T. Aspen		97	Cords			
	Quaking Aspen		203	Cords			
	Red Maple		75	Cords			
11	Mixed Aspen	Pulpwood	89	Cords	6.7	\$2,345.85	
	B. T. Aspen		62	Cords			
	Quaking Aspen		27	Cords			
	Mixed Spruce		4	Cords			
	White Spruce		4	Cords			
	Paper Birch		11	Cords			
	Red Maple		28	Cords			
		TOTAL:	7.9	MBF			
TOTAL: 2,797 Cords							

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Sale Specific Conditions & Requirements

Sale Name: Horse Pond Pine Sale Number: 12-053-24 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, red, and yellow paint. Exterior sale boundary lines against private are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow 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

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

Within Payment Unit(s) 9 & 10, cut all aspen and maple trees that are two (2) inches or more at DBH. In addition, cut all merchantable spruce/fir, jack pine, and paper birch.

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

Within Payment Unit(s) 7 & 8, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any red pine, white pine, or northern red oak.

Within Payment Unit 11, cut all merchantable aspen and mixed hardwood. Cut all spruce/fir and jack pine with two or more merchantable pulp sticks. Do not cut any red pine, white pine, or oak.

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

Within Payment Unit(s) 1-6, 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 Units 1-6 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate future planting operations.

2.2.4 - Skidding length (2/14)

Within Payment Units 1-6, skidding of unlimbed tops or lengths over 17 feet is not permissible, unless approved by the Unit Manager or his/her representative.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. 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

4.1.3 - Slash and earthen piles (8/04)

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

4.1.4 - Timber removed for construction (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.

4.1.7 - Road closure (10/11)

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

4.2 - Maintenance

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or 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

5.1 - 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. The Unit Manager or his/her representative must be contacted at least 3 business days in advance to schedule the conference.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, Payment Units 7-11 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Units 7, 8, & 11, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. Within the Sale Area, brushing, opening, or shaping of any access roads and/or skid trails are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered

away from landing and loading areas and may not be windrowed on the edge.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Highway US-2 and any active access roads prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

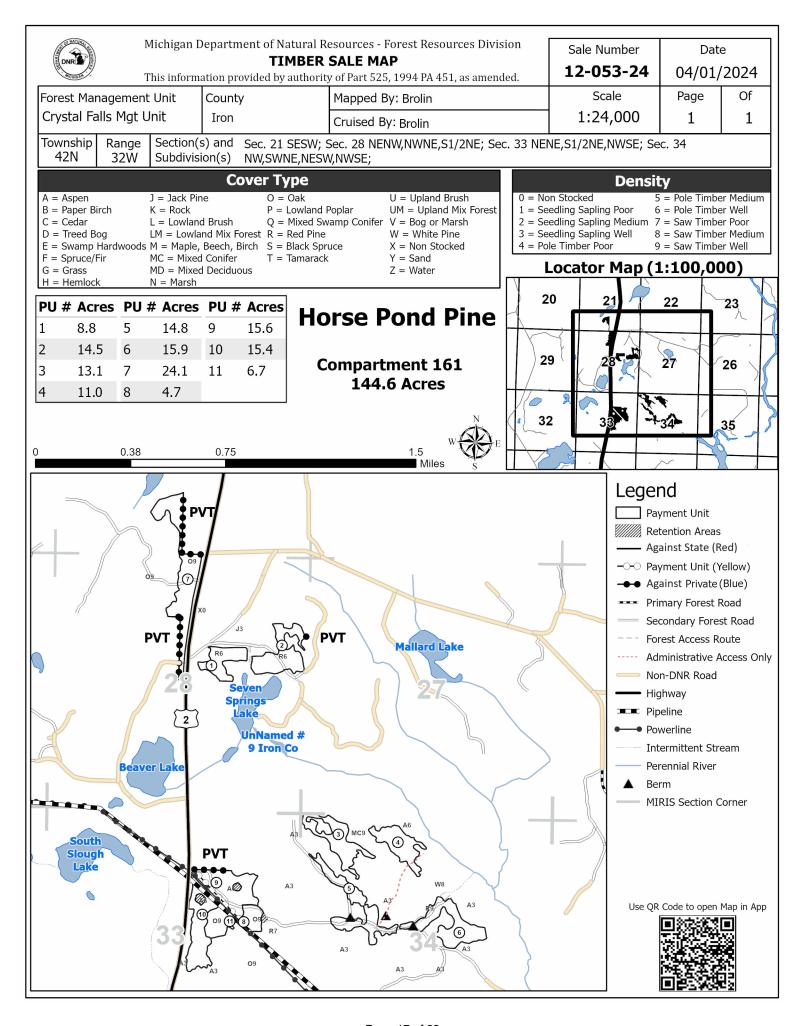
7 - Other Conditions

7.3 - Contract Modifications

7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

Section Name: Sale Specific Current as of 3/28/2024 2:36:54PM



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BID FORM

CRYSTAL FALLS MANAGEMENT UNIT BARAGA OFFICE

Rosek Mix (12-052-24)

T42N, R32W, SEC. 29; T42N, R32W, SEC. 32; Iron COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 16, 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.

PRODUCTS & SPECIES	ESTIMATED VOLUME	<u>*</u> <u>A</u> E	VERTISED PRICE	BID PRICE/UNIT
Sawtimber				
Red Maple	13.6 MBF	\$	97.00/MBF	\$
Pulpwood				
Mixed Aspen	1,192 Cords	\$	18.90/Cord	\$
Paper Birch	58 Cords	\$	2.75/Cord	\$
Red Maple	266 Cords	\$	9.75/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 36.25 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 SOCIA	AL SECURITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:			<u></u>	
	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	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.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	twenty-one (21) days of the contract award and prior	tice of Exclusion or Certificate of Insurance must be submitted within to the issuance of the timber sale contract.		
•	All Information must be typed or printed except for written signatures.			
Ple	ase Check Appropriate Categories:			
1.	My business is organized as (you must check <u>one</u>	of the boxes below):		
	A. Sole Proprietorship (individual)			
	B. Partnership			
	C. Corporation			
2.	2. You must check <u>one</u> of the boxes below:			
	A. I certify my business is a sole proprietorship and it Worker's Compensation Laws.	t has no employees but the sole proprietor. I am not subject to the		
	Exclusion (BWC-337, Rev. 5/96). I will provide a c	the Worker's Compensation Act through the use of an approved Notice of copy of the Notice of Exclusion within 21 days of the contract award. (For the Worker's Compensation Bureau at 517-322-1195).		
	on Policy. I will provide an original Certificate of Insurance within twenty-			
3.	than yourself, including family members and active Full-time Employees	indicate the number of both full-time and part-time employees, other partners (if none, you must enter "0"). Part-time Employees		
lam	ne of Business	Federal ID (or) Social Security No.		
Addr	ress	Telephone		
City	State	ZIP		
n fa _	ereby certify that the above information is true and contactors affecting my coverage during any of my prese signature of Owner or Authorized Representative	orrect. I agree to notify the Michigan DNR of any changes that occurent and future operations.		
T	iitle	Date		

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

BID FORM

CRYSTAL FALLS MANAGEMENT UNIT BARAGA OFFICE

Horse Pond Pine (12-053-24)

T42N, R32W, SEC. 21; T42N, R32W, SEC. 28; T42N, R32W, SEC. 33; T42N,

In response to the notice of sale to be held 9:00 a.m. (local time) on May 16, 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.

PRODUCTS & SPECIES	ESTIMATED VOLUM	<u>ИЕ*</u> <u>А</u> І	DVERTISED PRICE	BID PRICE/UNIT
Sawtimber	4.7 MDE	•	440.00 (140	Φ.
Northern Pin Oak	1.7 MBF	\$	119.00/MBF	\$
Paper Birch	1.2 MBF	\$	167.00/MBF	\$
Red Maple	5.0 MBF	\$	112.00/MBF	\$
Pulpwood				
Balsam Fir	35 Cords	\$	6.15/Cord	\$
Jack Pine	6 Cords	\$	35.60/Cord	\$
Mixed Aspen	994 Cords	\$	21.80/Cord	\$
Mixed Spruce	4 Cords	\$	14.00/Cord	\$
Northern Pin Oak	301 Cords	\$	16.35/Cord	\$
Paper Birch	34 Cords	\$	3.15/Cord	\$
Red Maple	254 Cords	\$	11.25/Cord	\$
Red Pine	1,169 Cords	\$	55.20/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 34.70 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	dual 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.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
Ple	Please Check Appropriate Categories:				
1.	 My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 				
3.	 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 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). 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. 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 				
Nam	Name of Business	ederal ID (or) Social Security No.			
Address		elephone)			
City State		P			
in fa	hereby certify that the above information is true and correct. I am factors affecting my coverage during any of my present and fut Signature of Owner or Authorized Representative				
	TIUC	Dale			

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