



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN  
TIMBER SALE PROSPECTUS #7439**

SCHEDULED SALE DATE AND TIME: **9:00 a.m. (local time) on August 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:

Ford Road Mix (11-006-24) / T47N, R34W, SEC. 17, E1/2SE.

T47N, R34W, SEC. 20, S1/2NE.

T47N, R34W, SEC. 5 , NW,SWNE,NESW,NWSE,SESE.

T47N, R34W, SEC. 8 , N1/2NE,SWNE,NWSE.

Baraga County, Advertised Price \$37,910.00, 167.6 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Access may be through private land.

Overlook Hardwoods (11-009-24) / T51N, R35W, SEC. 10, W1/2SW.

T51N, R35W, SEC. 16, N1/2NE.

T51N, R35W, SEC. 8 , SENE,N1/2SE,SESE.

T51N, R35W, SEC. 9 , S1/2NW,SW,SE.

Houghton County, Advertised Price \$138,272.50, 382.6 Acres, Hardwood, Sugar Maple.

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

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

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

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

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

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

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

### 6. Award of Contract (1/11)

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

### 7. Down Payment (1/11)

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

### 8. Performance Security (1/11)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax 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

### Ford Road Mix (11-006-24)

T47N, R34W, SEC. 17; T47N, R34W, SEC. 20; T47N, R34W, SEC. 5; T47N, R34W, SEC. 8.  
Baraga County (Advertised Price \$37,910.00)

SALE NOTE: Access may be through private land.

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Basswood	3.5 MBF	\$ 86.00 / MBF
Red Maple	12.7 MBF	\$ 117.00 / MBF
Red Oak	1.0 MBF	\$ 81.00 / MBF
Sugar Maple	89.5 MBF	\$ 212.00 / MBF
Pulpwood		
Balsam Fir	36 Cords	\$ 4.35 / Cord
Basswood	23 Cords	\$ 6.50 / Cord
Mixed Hardwood	1,353 Cords	\$ 11.05 / Cord
Mixed Spruce	157 Cords	\$ 10.15 / Cord
Quaking Aspen	11 Cords	\$ 19.80 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 12.44 percent. There are an estimated 1,827 cords on this timber sale, plus or minus 227 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 \$3,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule :
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:
 

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	33.6%
02	5.5%
03	24.6%
04	36.3%
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
144,354	1,827	12.44%	1,600	2,055

## 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
8	76,174	964	17.64%	794	1,134
21	9,283	118	53.99%	54	181
23	6,529	83	72.71%	23	143
31	10,530	133	67.95%	43	224
33	9,006	114	44.23%	64	164
39	18,058	229	27.24%	166	291
44	14,773	187	34.05%	123	251
<b>TOTAL:</b>	<b>144,354</b>	<b>1,827</b>		<b>1,267</b>	<b>2,388</b>

## VDU TO PAYMENT UNIT

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

VDU	VDU ACRES	PU	PU ACRES
8	93.5	3	37.8
		4	55.7
21	10.8	1	10.8
23	4.2	2	4.2
31	7.3	2	7.3
33	12.4	1	12.4
39	20.5	1	20.5
44	18.9	1	18.9
<b>TOTAL:</b>	<b>167.6</b>		<b>167.6</b>

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
1	Red Maple	Sawtimber	12.7	MBF	62.6	\$12,737.35	
	Red Oak		1.0	MBF			
	Sugar Maple		23.5	MBF			
	Balsam Fir		Pulpwood	6			Cords
	Mixed Hardwood			545			Cords
	<i>Black Cherry</i>			59			Cords
	<i>Paper Birch</i>			3			Cords
	<i>Red Maple</i>			151			Cords
	<i>Red Oak</i>			1			Cords
	<i>Sugar Maple</i>			323			Cords
	<i>Yellow Birch</i>			8			Cords
	Mixed Spruce			6			Cords
	<i>White Spruce</i>			6			Cords
	Quaking Aspen		4	Cords			
2	Balsam Fir	Pulpwood	24	Cords	11.5	\$2,093.05	
	Basswood		14	Cords			
	Mixed Hardwood		26	Cords			
	<i>Black Ash</i>		5	Cords			
	<i>Black Cherry</i>		3	Cords			
	<i>Red Maple</i>		14	Cords			
	<i>Sugar Maple</i>		4	Cords			
	Mixed Spruce		145	Cords			
	<i>Black Spruce</i>		133	Cords			
	<i>White Spruce</i>		12	Cords			
	Quaking Aspen		7	Cords			
	3		Basswood	Sawtimber			1.4
Sugar Maple		26.7	MBF				
Balsam Fir		Pulpwood	2	Cords			
Basswood			4	Cords			
Mixed Hardwood			316	Cords			
<i>Black Cherry</i>			2	Cords			
<i>Red Maple</i>			30	Cords			
<i>Sugar Maple</i>			284	Cords			
Mixed Spruce			2	Cords			
<i>White Spruce</i>			2	Cords			
4	Basswood	Sawtimber	2.1	MBF	55.7	\$13,752.00	
	Sugar Maple		39.3	MBF			
	Balsam Fir	Pulpwood	4	Cords			
	Basswood		5	Cords			
	Mixed Hardwood		466	Cords			
	<i>Black Cherry</i>		4	Cords			
	<i>Red Maple</i>		44	Cords			
	<i>Sugar Maple</i>		418	Cords			
	Mixed Spruce		4	Cords			
	<i>White Spruce</i>		4	Cords			
	TOTAL:			106.7			MBF
TOTAL:			1,580	Cords			

# Sale Specific Conditions & Requirements

**Sale Name: Ford Road Mix**

**Sale Number: 11-006-24 Seq#: 1**

## 1 - Sale Area

### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint, along with roads. Exterior sale boundary lines against private property are marked with blue paint, with the exception the northern boundary of Payment Units 2 & 3, the western boundary of Payment Units 3 & 4, and a portion of the southern boundary of Payment Unit 4, which are unpainted and identified by roads. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

## 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH, except do not cut red oak, hemlock, and white pine, as well as cedar where present.

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

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

### 2.2 - Utilization

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

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

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

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

#### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

#### 2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the Sale Area. This is because excessive woody debris inhibits regeneration.

#### 2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, brush or chips may not be stored or stockpiled on-site for more than 30 days.

## 3 - Payments

### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

## 4 - Transportation



## 4.1 - Construction

### 4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings located on state land.

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

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

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

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

### 4.1.5 - Culverts (5/14)

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

### 4.1.6 - Road construction (4/24)

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

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

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

## 4.2 - Maintenance

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

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

### 4.2.4 - Grading (10/16)

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

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

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

## 4.4 - Access

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

Permission for access across private land is the responsibility of the Purchaser. A copy of the written permission from the private landowner must be given to the Unit Manager or his/her representative within 30 days of the bid opening and prior to the beginning of operations.

## 5 - Operations

### 5.1 - Notification

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

A pre-sale conference on site 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.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-4, unless changed by written agreement, all cleanup activities must be completed by June 15 on the areas that were harvested during the last harvest season. This restriction is to allow the clean up areas to revegetate before the dry season.

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

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

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

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

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

### 5.4 - Soil Protection

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

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

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

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

### 5.8 - Protection of Endangered Species

### 5.8.3 - Red shoulder hawk or goshawk (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 1st to July 30th. 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 the Ford Road and Pit Road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



### TIMBER SALE MAP

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

Sale Number

**11-006-24**

Date

05/24/2024

Forest Management Unit

County

Mapped By: Ryan Mattila

Scale

Page

Of

Baraga Mgt Unit

Baraga

Cruised By: Baraga Staff

1:15,840

1

2

Township  
47N

Range  
34W

Section(s) and  
Subdivision(s) N1/2NE,SWNE,NWSE;

Sec. 17 E1/2SE; Sec. 20 S1/2NE; Sec. 5 NW,SWNE,NESW,NWSE,SESE; Sec. 8

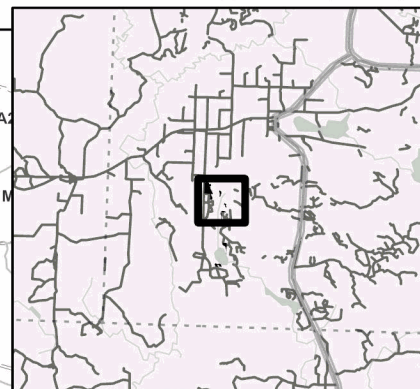
#### Cover Type

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

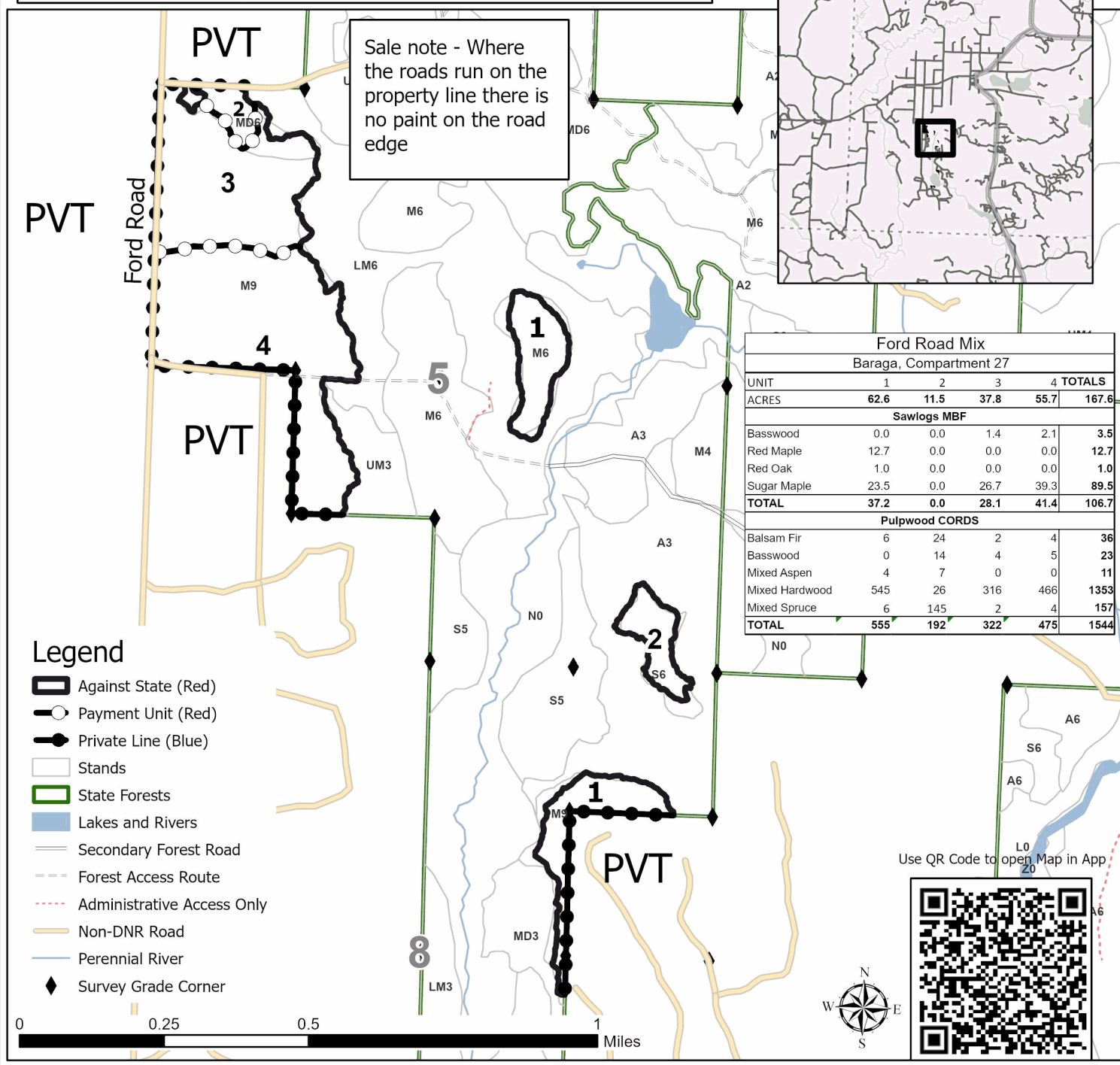
#### Density

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

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



Sale note - Where the roads run on the property line there is no paint on the road edge



Ford Road Mix					
Baraga, Compartment 27					
UNIT	1	2	3	4	TOTALS
ACRES	62.6	11.5	37.8	55.7	167.6
<b>Sawlogs MBF</b>					
Basswood	0.0	0.0	1.4	2.1	3.5
Red Maple	12.7	0.0	0.0	0.0	12.7
Red Oak	1.0	0.0	0.0	0.0	1.0
Sugar Maple	23.5	0.0	26.7	39.3	89.5
<b>TOTAL</b>	<b>37.2</b>	<b>0.0</b>	<b>28.1</b>	<b>41.4</b>	<b>106.7</b>
<b>Pulpwood CORDS</b>					
Balsam Fir	6	24	2	4	36
Basswood	0	14	4	5	23
Mixed Aspen	4	7	0	0	11
Mixed Hardwood	545	26	316	466	1353
Mixed Spruce	6	145	2	4	157
<b>TOTAL</b>	<b>555</b>	<b>192</b>	<b>322</b>	<b>475</b>	<b>1544</b>

Use QR Code to open Map in App





**TIMBER SALE MAP**

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

Sale Number	Date	
<b>11-006-24</b>	05/24/2024	
Scale	Page	Of
1:15,840	2	2

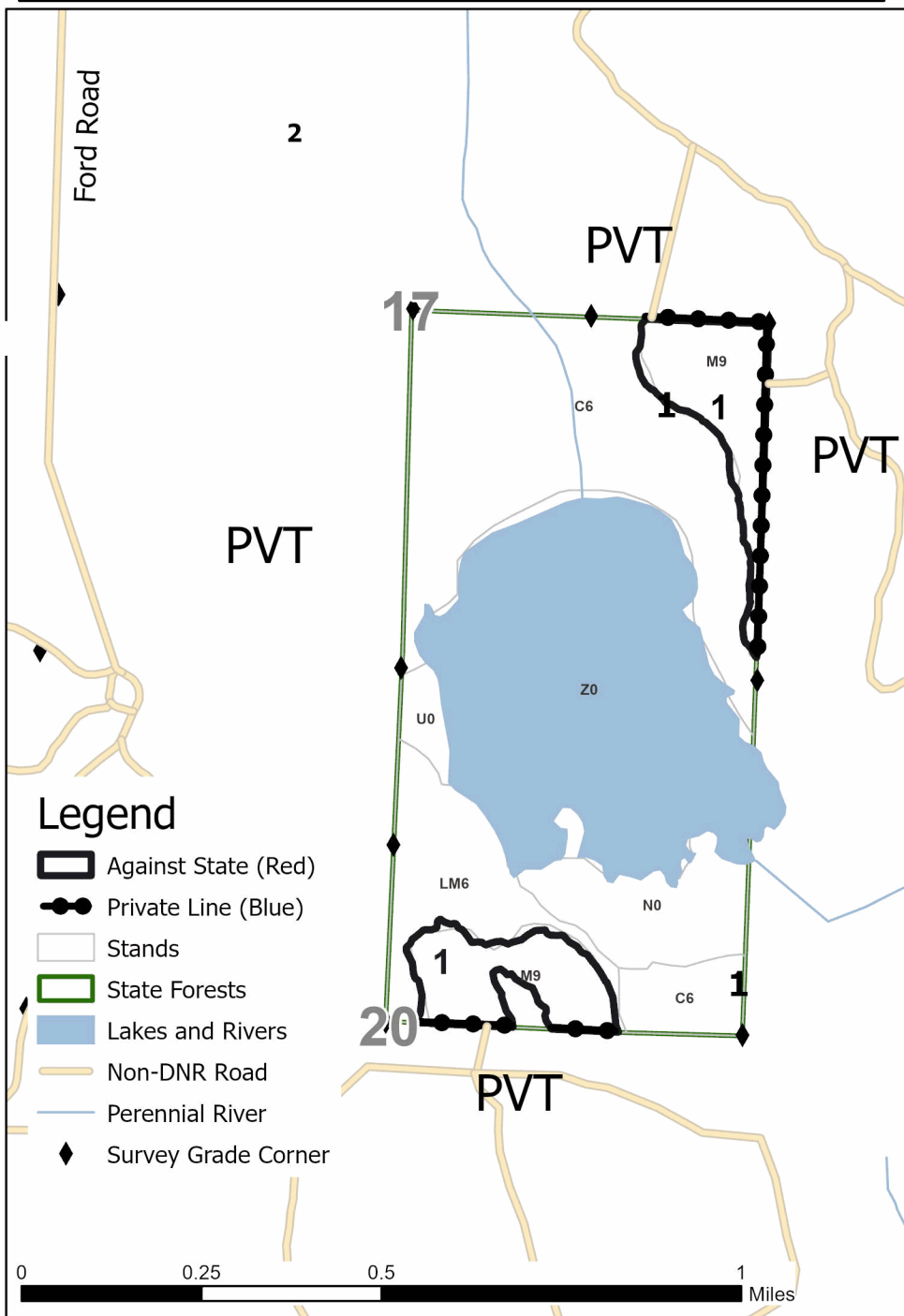
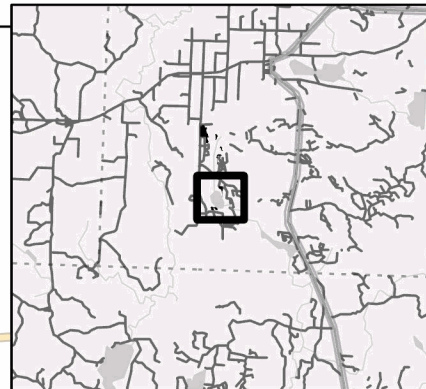
Forest Management Unit	County	Mapped By: Ryan Mattila
Baraga Mgt Unit	Baraga	Cruised By: Baraga Staff

Township	Range	Section(s) and Subdivision(s)
47N	34W	N1/2NE,SWNE,NWSE; Sec. 17 E1/2SE; Sec. 20 S1/2NE; Sec. 5 NW,SWNE,NESW,NWSE,SESE; Sec. 8

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

Density	
0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
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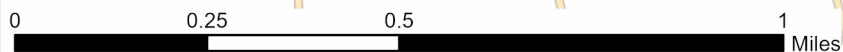
**Locator Map (1:200,000)**



Ford Road Mix				
Baraga, Compartment 27				
UNIT	1	2	3	4 TOTALS
ACRES	62.6	11.5	37.8	55.7 167.6
Sawlogs MBF				
Basswood	0.0	0.0	1.4	2.1 3.5
Red Maple	12.7	0.0	0.0	0.0 12.7
Red Oak	1.0	0.0	0.0	0.0 1.0
Sugar Maple	23.5	0.0	26.7	39.3 89.5
<b>TOTAL</b>	<b>37.2</b>	<b>0.0</b>	<b>28.1</b>	<b>41.4 106.7</b>
Pulpwood CORDS				
Balsam Fir	6	24	2	4 36
Basswood	0	14	4	5 23
Mixed Aspen	4	7	0	0 11
Mixed Hardwood	545	26	316	466 1353
Mixed Spruce	6	145	2	4 157
<b>TOTAL</b>	<b>555</b>	<b>192</b>	<b>322</b>	<b>475 1544</b>

**Legend**

- Against State (Red)
- Private Line (Blue)
- Stands
- State Forests
- Lakes and Rivers
- Non-DNR Road
- Perennial River
- Survey Grade Corner



Use QR Code to open Map in App





## TIMBER SALE INFORMATION

### Overlook Hardwoods (11-009-24)

T51N, R35W, SEC. 10; T51N, R35W, SEC. 16; T51N, R35W, SEC. 8; T51N, R35W, SEC. 9.  
Houghton County (Advertised Price \$138,272.50)

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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
<b>Sawtimber</b>		
Basswood	21.6 MBF	\$ 86.00 / MBF
Black Cherry	5.2 MBF	\$ 38.00 / MBF
Red Maple	100.3 MBF	\$ 117.00 / MBF
Sugar Maple	406.3 MBF	\$ 212.00 / MBF
Yellow Birch	6.5 MBF	\$ 111.00 / MBF
<b>Pulpwood</b>		
Balsam Fir	9 Cords	\$ 4.35 / Cord
Basswood	104 Cords	\$ 6.50 / Cord
Mixed Hardwood	3,332 Cords	\$ 11.05 / Cord
White Spruce	9 Cords	\$ 10.15 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 10.19 percent. There are an estimated 4,718 cords on this timber sale, plus or minus 481 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of \$10,000.00 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	11.7%
02	8.4%
03	11.0%
04	10.8%
05	11.3%
06	8.4%
07	8.4%
08	9.6%
09	10.5%
10	9.9%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2028.

### **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
372,684	4,718	10.19%	4,236	5,199

## VDU VOLUMES

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

	VOLUME			RANGE IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
26	372,684	4,718	10.20%	4,236	5,199
<b>TOTAL:</b>	<b>372,684</b>	<b>4,718</b>		<b>4,236</b>	<b>5,199</b>

## VDU TO PAYMENT UNIT

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

VDU	VDU ACRES	PU	PU ACRES
26	382.6	1	45.2
		2	32.1
		3	42.1
		4	41.3
		5	43.1
		6	32.0
		7	32.0
		8	36.8
		9	40.1
		10	37.9
<b>TOTAL:</b>	<b>382.6</b>		<b>382.6</b>



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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	2.6	MBF	45.2	\$16,373.80
	Black Cherry		0.7	MBF		
	Red Maple		12.0	MBF		
	Sugar Maple		47.9	MBF		
	Yellow Birch		1.0	MBF		
	Basswood	Pulpwood	12	Cords		
	Mixed Hardwood		396	Cords		
	<i>Black Cherry</i>		1	<i>Cords</i>		
	<i>Ironwood</i>		4	<i>Cords</i>		
	<i>Red Maple</i>		99	<i>Cords</i>		
	<i>Sugar Maple</i>		266	<i>Cords</i>		
<i>Yellow Birch</i>	26	<i>Cords</i>				
2	Basswood	Sawtimber	1.8	MBF	32.1	\$11,582.40
	Black Cherry		0.4	MBF		
	Red Maple		8.4	MBF		
	Sugar Maple		34.1	MBF		
	Yellow Birch		0.5	MBF		
	Balsam Fir	Pulpwood	1	Cords		
	Basswood		9	Cords		
	Mixed Hardwood		278	Cords		
	<i>Black Cherry</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		70	<i>Cords</i>		
	<i>Sugar Maple</i>		189	<i>Cords</i>		
	<i>Yellow Birch</i>		18	<i>Cords</i>		
	White Spruce		1	Cords		
3	Basswood	Sawtimber	2.4	MBF	42.1	\$15,200.60
	Black Cherry		0.6	MBF		
	Red Maple		11.0	MBF		
	Sugar Maple		44.7	MBF		
	Yellow Birch		0.7	MBF		
	Balsam Fir	Pulpwood	1	Cords		
	Basswood		11	Cords		
	Mixed Hardwood		366	Cords		
	<i>Black Cherry</i>		2	<i>Cords</i>		
	<i>Red Maple</i>		92	<i>Cords</i>		
	<i>Sugar Maple</i>		248	<i>Cords</i>		
	<i>Yellow Birch</i>		24	<i>Cords</i>		
	White Spruce		1	Cords		
4	Basswood	Sawtimber	2.3	MBF	41.3	\$14,932.70
	Black Cherry		0.6	MBF		
	Red Maple		10.8	MBF		
	Sugar Maple		43.9	MBF		
	Yellow Birch		0.7	MBF		
	Balsam Fir	Pulpwood	1	Cords		
	Basswood		11	Cords		
	Mixed Hardwood		360	Cords		
	<i>Black Cherry</i>		2	<i>Cords</i>		
	<i>Red Maple</i>		90	<i>Cords</i>		
	<i>Sugar Maple</i>		244	<i>Cords</i>		
	<i>Yellow Birch</i>		24	<i>Cords</i>		
	White Spruce		1	Cords		
5	Basswood	Sawtimber	2.4	MBF	43.1	\$15,574.85
	Black Cherry		0.6	MBF		
	Red Maple		11.3	MBF		
	Sugar Maple		45.8	MBF		
	Yellow Birch		0.7	MBF		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Balsam Fir	Pulpwood	1	Cords		
	Basswood		12	Cords		
	Mixed Hardwood		375	Cords		
	<i>Black Cherry</i>		2	<i>Cords</i>		
	<i>Red Maple</i>		94	<i>Cords</i>		
	<i>Sugar Maple</i>		254	<i>Cords</i>		
	<i>Yellow Birch</i>		25	<i>Cords</i>		
	White Spruce		1	Cords		
6	Basswood	Sawtimber	1.8	MBF	32.0	\$11,561.20
	Black Cherry		0.4	MBF		
	Red Maple		8.4	MBF		
	Sugar Maple		34.0	MBF		
	Yellow Birch		0.5	MBF		
	Balsam Fir		Pulpwood	1		
	Basswood	9		Cords		
	Mixed Hardwood	278		Cords		
	<i>Black Cherry</i>	1		<i>Cords</i>		
	<i>Red Maple</i>	70		<i>Cords</i>		
	<i>Sugar Maple</i>	189		<i>Cords</i>		
	<i>Yellow Birch</i>	18		<i>Cords</i>		
	White Spruce	1		Cords		
	7	Basswood	Sawtimber	1.8		
Black Cherry		0.4		MBF		
Red Maple		8.4		MBF		
Sugar Maple		34.0		MBF		
Yellow Birch		0.5		MBF		
Balsam Fir		Pulpwood		1	Cords	
Basswood			9	Cords		
Mixed Hardwood			278	Cords		
<i>Black Cherry</i>			1	<i>Cords</i>		
<i>Red Maple</i>			70	<i>Cords</i>		
<i>Sugar Maple</i>			189	<i>Cords</i>		
<i>Yellow Birch</i>			18	<i>Cords</i>		
White Spruce			1	Cords		
8		Basswood	Sawtimber	2.1	MBF	36.8
	Black Cherry	0.5		MBF		
	Red Maple	9.6		MBF		
	Sugar Maple	39.1		MBF		
	Yellow Birch	0.6		MBF		
	Balsam Fir	Pulpwood		1	Cords	
	Basswood		10	Cords		
	Mixed Hardwood		320	Cords		
	<i>Black Cherry</i>		2	<i>Cords</i>		
	<i>Red Maple</i>		80	<i>Cords</i>		
	<i>Sugar Maple</i>		217	<i>Cords</i>		
	<i>Yellow Birch</i>		21	<i>Cords</i>		
	White Spruce		1	Cords		
	9	Basswood	Sawtimber	2.3	MBF	
Black Cherry		0.5		MBF		
Red Maple		10.5		MBF		
Sugar Maple		42.6		MBF		
Yellow Birch		0.7		MBF		
Balsam Fir		Pulpwood	1	Cords		
Basswood			11	Cords		
Mixed Hardwood			350	Cords		
<i>Black Cherry</i>			2	<i>Cords</i>		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE				
9 con't	<i>Red Maple</i>	<i>Pulpwood</i>	88	<i>Cords</i>						
	<i>Sugar Maple</i>		237	<i>Cords</i>						
	<i>Yellow Birch</i>		23	<i>Cords</i>						
	White Spruce		1	Cords						
10	Basswood	Sawtimber	2.1	MBF	37.9	\$13,683.95				
	Black Cherry		0.5	MBF						
	Red Maple		9.9	MBF						
	Sugar Maple		40.2	MBF						
	Yellow Birch		0.6	MBF						
	Balsam Fir		1	Cords						
	Basswood	Pulpwood	10	Cords						
	Mixed Hardwood		331	Cords						
	<i>Black Cherry</i>		2	<i>Cords</i>						
	<i>Red Maple</i>		83	<i>Cords</i>						
	<i>Sugar Maple</i>		224	<i>Cords</i>						
	<i>Yellow Birch</i>		22	<i>Cords</i>						
	White Spruce		1	Cords						
	TOTAL:			539.9			MBF			
	TOTAL:			3,454			Cords			

## Sale Specific Conditions & Requirements

**Sale Name: Overlook Hardwoods**

**Sale Number: 11-009-24 Seq#: 1**

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-10, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

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

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

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

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

##### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

##### 2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the Sale Area. This is because excessive woody debris inhibits regeneration.

##### 2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, brush or chips may not be stored or stockpiled on-site for more than 30 days.

### 3 - Payments

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

### 4 - Transportation

#### 4.1 - Construction

##### 4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings located on state land. The

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

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

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale, chipped, utilized or otherwise removed from the sale, or with approval from the Sale Administrator, may be stockpiled for use to close new roads built into 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 crossing located on state land (see spec. 4.1.1).

#### 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. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the Sale Administrator for specific details of design and placement.

### 4.2 - Maintenance

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

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

#### 4.2.4 - Grading (10/16)

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

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

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

## 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 and blue paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

##### 5.2.1.11 - 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) 1-10, unless changed by written agreement, all clean up activities for areas harvested during the previous harvest season must be completed by June 30. This restriction is to allow the clean up areas to revegetate before the dry season.

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

Within Payment Unit(s) 1-10, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

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

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

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

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

### 5.4 - Soil Protection

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

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

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

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

## 5.8 - Protection of Endangered Species

### 5.8.3 - Red shoulder hawk or goshawk (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 road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



### TIMBER SALE MAP

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

Sale Number	Date	
11-009-24	05/24/2024	
Scale	Page	Of
1:15,840	1	1

Forest Management Unit	County	Mapped By: Ryan Mattila
Baraga Mgt Unit	Houghton	Cruised By: Baraga Staff

Township	Range	Section(s) and Subdivision(s)
51N	35W	Sec. 8 SENE, N1/2SE, SESE; Sec. 9 S1/2NW,SW,SE; Sec. 10 W1/2SW; Sec. 16 N1/2NE

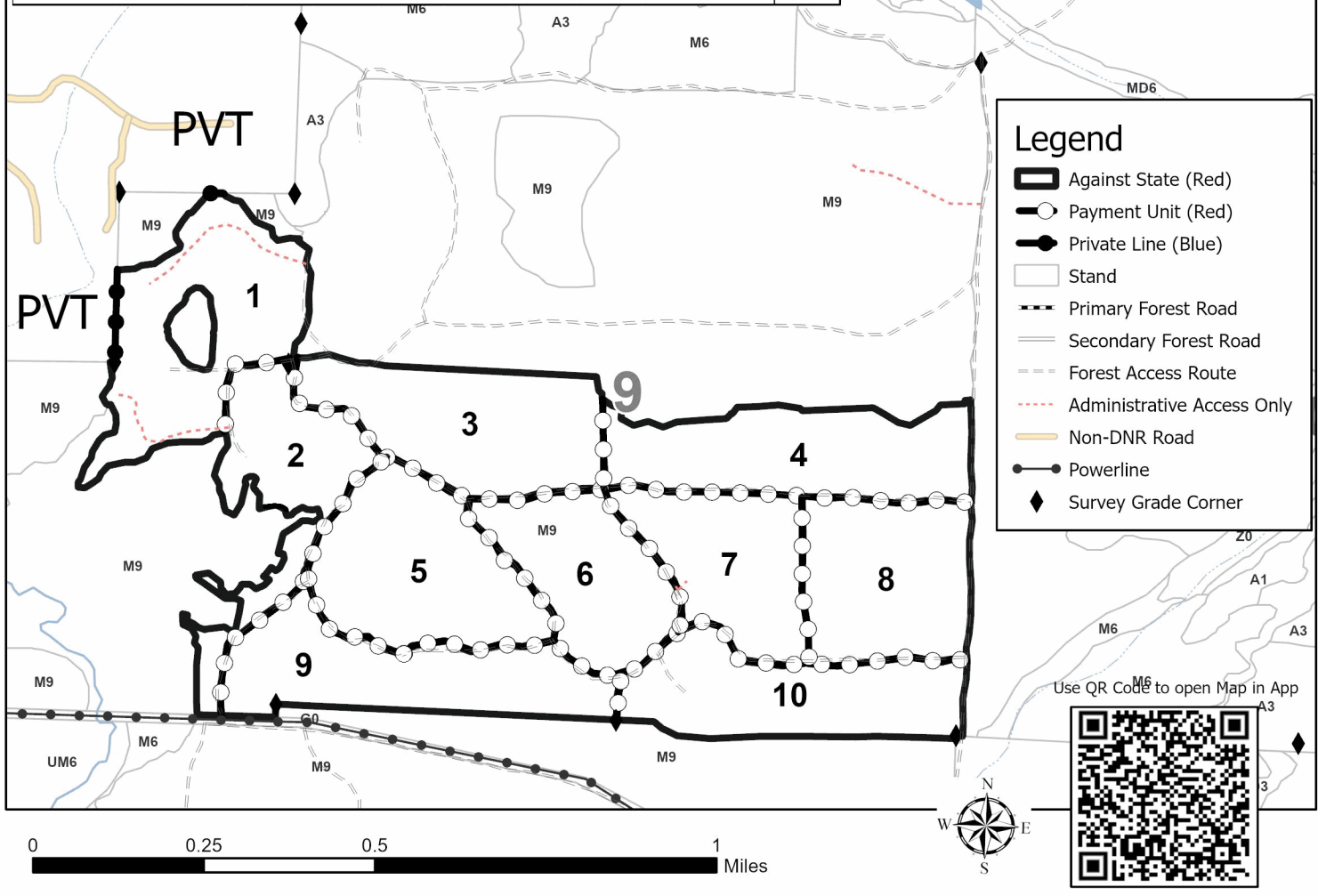
Cover Type			
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech,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

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

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



Overlook Hardwoods											
Houghton, Compartment 42											
UNIT	1	2	3	4	5	6	7	8	9	10	TOTALS
ACRES	45.2	32.1	42.1	41.3	43.1	32	32	36.8	40.1	37.9	382.6
Sawlogs MBF											
Basswood	2.6	1.8	2.4	2.3	2.4	1.8	1.8	2.1	2.3	2.1	21.6
Black Cherry	0.7	0.4	0.6	0.6	0.6	0.4	0.4	0.5	0.5	0.5	5.2
Red Maple	12.0	8.4	11.0	10.8	11.3	8.4	8.4	9.6	10.5	9.9	100.3
Sugar Maple	47.9	34.1	44.7	43.9	45.8	34.0	34.0	39.1	42.6	40.2	406.3
Yellow Birch	1.0	0.5	0.7	0.7	0.7	0.5	0.5	0.6	0.7	0.6	6.5
<b>TOTAL</b>	<b>64.2</b>	<b>45.2</b>	<b>59.4</b>	<b>58.3</b>	<b>60.8</b>	<b>45.1</b>	<b>45.1</b>	<b>51.9</b>	<b>56.6</b>	<b>53.3</b>	<b>539.9</b>
Pulpwood CORDS											
Balsam Fir	0	1	1	1	1	1	1	1	1	1	9
Basswood	12	9	11	11	12	9	9	10	11	10	104
Mixed Hardwood	396	278	366	360	375	278	278	320	350	331	3332
Mixed Spruce	0	1	1	1	1	1	1	1	1	1	9
<b>TOTAL</b>	<b>408</b>	<b>289</b>	<b>379</b>	<b>373</b>	<b>389</b>	<b>289</b>	<b>289</b>	<b>332</b>	<b>363</b>	<b>343</b>	<b>3454</b>





Overlook Hardwoods (11-009-24)

T51N, R35W, SEC. 10; T51N, R35W, SEC. 16; T51N, R35W, SEC. 8; T51N, R35W,

In response to the notice of sale to be held 9:00 a.m. (local time) on August 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 &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
Basswood	21.6 MBF	\$ 86.00/MBF	\$ _____
Black Cherry	5.2 MBF	\$ 38.00/MBF	\$ _____
Red Maple	100.3 MBF	\$ 117.00/MBF	\$ _____
Sugar Maple	406.3 MBF	\$ 212.00/MBF	\$ _____
Yellow Birch	6.5 MBF	\$ 111.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	9 Cords	\$ 4.35/Cord	\$ _____
Basswood	104 Cords	\$ 6.50/Cord	\$ _____
Mixed Hardwood	3,332 Cords	\$ 11.05/Cord	\$ _____
White Spruce	9 Cords	\$ 10.15/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 10.19 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**



<b>FOR DEPARTMENT USE ONLY</b>	
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

Ford Road Mix (11-006-24)

T47N, R34W, SEC. 17; T47N, R34W, SEC. 20; T47N, R34W, SEC. 5; T47N, R34W,

In response to the notice of sale to be held 9:00 a.m. (local time) on August 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 &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
Basswood	3.5 MBF	\$ 86.00/MBF	\$ _____
Red Maple	12.7 MBF	\$ 117.00/MBF	\$ _____
Red Oak	1.0 MBF	\$ 81.00/MBF	\$ _____
Sugar Maple	89.5 MBF	\$ 212.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	36 Cords	\$ 4.35/Cord	\$ _____
Basswood	23 Cords	\$ 6.50/Cord	\$ _____
Mixed Hardwood	1,353 Cords	\$ 11.05/Cord	\$ _____
Mixed Spruce	157 Cords	\$ 10.15/Cord	\$ _____
Quaking Aspen	11 Cords	\$ 19.80/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 12.44 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**



<b>FOR DEPARTMENT USE ONLY</b>
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

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- 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**