

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# TIMBER SALE PROSPECTUS #6899

<u>SCHEDULED SALE DATE AND TIME:</u> 10:00 a.m. (local time) on August 16, 2021. <u>LOCATION:</u> SAULT STE MARIE MGMT UNIT, P.O. BOX 798, 4131 S. M-129, SAULT STE MARIE, MI 49783.

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, SAULT STE MARIE MANAGEMENT UNIT, for certain timber on the following described lands:

Spile Dam Mix (45-004-21) / T45N, R02W, SEC. 7, E1/2NW,W1/2NE,NESW,NWSE. Chippewa County, Advertised Price \$11,121.80, 34.5 Acres, Hardwood, Aspen.

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

Bygrave Mix (45-009-20) / T45N, R02W, SEC. 17, N1/2NW,SENW,S1/2SW. T45N, R02W, SEC. 7 , E1/2NE,SESE. T45N, R02W, SEC. 8 , S1/2NW,SW. Chippewa County, Advertised Price \$32,556.70, 121.6 Acres, Spruce/Fir/Tamarack, Hardwood.

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

# BID INSTRUCTIONS (VER. 07/02/2018):

# 1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, SAULT STE MARIE OFFICE, P.O. Box 798 4131 S. M-129, Sault Ste Marie, MI 49783, no later than 10:00 a.m. (local time) on August 16, 2021. For further information concerning this sale, contact Josh Brinks at 906-203-0210 extension.

# 2. Bidder's Qualifications (5/16)

Purchaser shall obtain workers 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. 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 contract. 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. Timber Sale Contract (7/18)

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).

# 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

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.

# 11. Certification and Chain-of-Custody (10/14)

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.

# 12. Good Neighbor Authority (GNA) Requirements (7/16)

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).

# 13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

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.

DAN EICHINGER Director

# TIMBER SALE INFORMATION

### Spile Dam Mix (45-004-21) T45N, R02W, SEC. 7. Chippewa County (Advertised Price \$11,121.80)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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	<u>ED UNITS*</u>	<u>ADVI</u>	ERTISED PRICE
Sawtimber				
Red Maple	22.1	MBF	\$	75.00 / MBF
Sugar Maple	11.1	MBF	\$	274.00 / MBF
Pulpwood				
Balsam Fir	88	Cords	\$	9.65 / Cord
Mixed Aspen	170	Cords	\$	17.05 / Cord
Mixed Hardwood	181	Cords	\$	10.55 / Cord
Mixed Spruce	15	Cords	\$	16.35 / Cord
Paper Birch	56	Cords	\$	8.15 / Cord
Tamarack	16	Cords	\$	4.00 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 12.76 percent. There are an estimated 644 cords on this timber sale, plus or minus 82 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 \$556.00 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:

IT NUMBER	PERCENT OF TOTAL SALE VALUE
01	52.5%
02	47.5%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 12/31/2024.

## SALE STATISTICS

PAYMENT UNI

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	VOLUME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
50,900	644	12.76%	562	727

### **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
19	31,695	401	18.49%	327	475
31	15,152	192	11.82%	169	214
TOTAL:	46,847	593		496	690

### 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
19	15.3	1	15.3
31	19.2	2	19.2
TOTAL:	34.5		34.5

## DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	14.4	MBF	15.3	\$5,836.90
	Balsam Fir	Pulpwood	40	Cords		
	Mixed Aspen		157	Cords		
	B. T. Aspen		28	Cords		
	Quaking Aspen		129	Cords		
	Mixed Hardwood		88	Cords		
	Red Maple		82	Cords		
	Sugar Maple		6	Cords		
	Mixed Spruce		15	Cords		
	Black Spruce		2	Cords		
	White Spruce		13	Cords		
	Paper Birch		56	Cords		
	Tamarack		16	Cords		
2	Red Maple	Sawtimber	7.7	MBF	19.2	\$5,284.90
	Sugar Maple		11.1	MBF		
	Balsam Fir	Pulpwood	48	Cords		
	Mixed Aspen		13	Cords		
	B. T. Aspen		4	Cords		
	Quaking Aspen		9	Cords		
	Mixed Hardwood		93	Cords		
	Red Maple		54	Cords		
	Sugar Maple		39	Cords		
		TOTAL:	33.2	MBF		
		TOTAL:	526	Cords		
-						

## Sale Specific Conditions & Requirements

Sale Number: 45-004-21 Seg#: 1

## Sale Name: Spile Dam Mix

### 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 red paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with double red slashes. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

## 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH, except pine, oak, hemlock, yellow birch and cedar.

2.1.3 - Cut tree marked unit(s) (12/08) Within Payment Unit(s) 2, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

2.1.16 - Timber along county or forest roads (6/14)

Cut and remove all standing trees 4.6" at DBH or greater along the Spile Dam Road north of the gate. The intent is to remove any trees on the roadside of the ditches.

## 2.2 - Utilization

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible in Payment Unit 2 unless approved by the Unit Manager or his/her representative.

## 3 - Payments

3.3 - Pre-measured Sales

## 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 and 2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are oak saplings planted in the opening south of Payment Unit 2. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$50 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

# 4 - Transportation

4.1 - Construction

# 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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. 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.

## 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

4.4.3 - Access gate (12/08)

The access gate must be locked at all times. This is to prevent someone other than the Purchaser from going through the gate and being locked in.

## 5 - Operations

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

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of Dec. 1 to March 31 This restriction is because we do not want the sale cut during the snowmobile season.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 2, unless changed by written agreement, cutting and skidding are not permitted during the period of May 1 to July 15. This restriction is because of bark slippage.

## 5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed. Exception: All dead trees within 50' of Spile Dam Road should be cut and left on the ground.

## 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.

# 5.2.41 - Snowmobile trail protection (9/11)

The Spile Dam Road is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange

trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 10 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 5 feet of the trail must have the stumps removed and be disposed of according to the direction of the Unit Manager or his/her representative.

## 5.2.43 - Opening protection (2/21)

No activities are permitted in openings marked on the Timber Sale Map with the letter "G" unless approved by the Unit Manager or his/her representative. Any damage to the openings shall be repaired according to specifications of the Unit Manager or his/her representative.

## 5.8 - Protection of Endangered Species

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

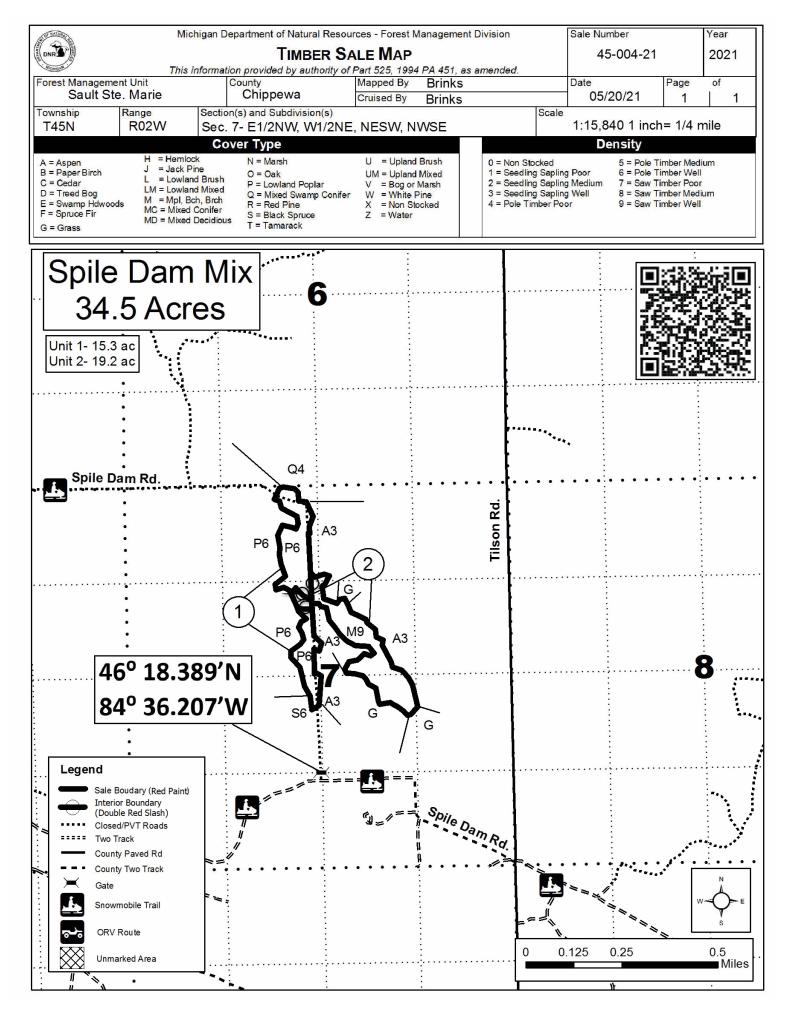
All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

## 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 Tilson Road and Spile Dam 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 INFORMATION

#### Bygrave Mix (45-009-20)

#### T45N, R02W, SEC. 17; T45N, R02W, SEC. 7; T45N, R02W, SEC. 8. Chippewa County (Advertised Price \$32,556.70)

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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	<u>ED UNITS*</u>	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Red Maple	27.9	MBF	\$	68.00 / MBF
Red Oak	31.4	MBF	\$	106.00 / MBF
Sugar Maple	29.9	MBF	\$	249.00 / MBF
Pulpwood				
Balsam Fir	133	Cords	\$	8.75 / Cord
Mixed Aspen	384	Cords	\$	15.50 / Cord
Mixed Hardwood	424	Cords	\$	9.60 / Cord
Mixed Spruce	304	Cords	\$	14.90 / Cord
Paper Birch	417	Cords	\$	7.40 / Cord
Red Oak	58	Cords	\$	17.25 / Cord
Tamarack	23	Cords	\$	3.65 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 5.28 percent. There are an estimated 1,939 cords on this timber sale, plus or minus 102 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 \$1,628.00 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:

UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	36.5%
02	10.8%
03	35.1%
04	17.6%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 06/30/2025.

#### SALE STATISTICS

PAYMENT

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	
153,163	1,939	5.28%	1,836	2,041

## **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
24	68,751	870	8.19%	799	942
28	7,383	93	34.64%	61	126
31	10,075	128	23.43%	98	157
40	26,714	338	9.11%	307	369
46	13,344	169	18.19%	138	200
58	8,994	114	15.79%	96	132
461	7,864	100	18.16%	81	118
582	8,414	107	26.23%	79	134
TOTAL:	151,540	1,918		1,659	2,177

### 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
24	35.2	1	35.2
28	3.6	2	3.6
31	4.6	2	4.6
40	39.8	3	39.8
46	17.6	4	17.6
58	5.4	1	5.4
461	8.2	4	8.2
582	7.2	2	7.2
TOTAL:	121.6		121.6

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	3.5	MBF	40.6	\$11,888.35
	Balsam Fir	Pulpwood	88	Cords		
	Mixed Aspen		250	Cords		
	B. T. Aspen		6	Cords		
	Balsam Poplar		21	Cords		
	Quaking Aspen		223	Cords		
	Mixed Hardwood		31	Cords		
	Red Maple		31	Cords		
	Mixed Spruce		304	Cords		
	Black Spruce		299	Cords		
	White Spruce		5	Cords		
	Paper Birch		283	Cords		
	Tamarack		23	Cords		
2	Red Maple	Sawtimber	9.8	MBF	15.4	\$3,512.15
	Balsam Fir	Pulpwood	45	Cords		
	Mixed Aspen		36	Cords		
	B. T. Aspen		10	Cords		
	Balsam Poplar		26	Cords		
	Mixed Hardwood		94	Cords		
	Red Maple		94	Cords		
	Paper Birch		134	Cords		
3	Red Maple	Sawtimber	13.5	MBF	39.8	\$11,442.30
	Red Oak		5.4	MBF		
	Sugar Maple		29.9	MBF		
	Mixed Aspen	Pulpwood	12	Cords		
	B. T. Aspen		8	Cords		
	Quaking Aspen		4	Cords		
	Mixed Hardwood		213	Cords		
	Red Maple		84	Cords		
	Sugar Maple		129	Cords		
	Red Oak		16	Cords		
4	Red Maple	Sawtimber	1.1	MBF	25.8	\$5,713.90
	Red Oak		26.0	MBF		
	Mixed Aspen	Pulpwood	86	Cords		
	B. T. Aspen	Sawtimber	22.1	MBF		
	B. T. Aspen	Pulpwood	42	Cords		
	Mixed Hardwood		86	Cords		
	Red Maple		86	Cords		
	Red Oak		42	Cords		
		TOTAL:	89.2	MBF		
		TOTAL:	1,743	Cords		

## Sale Specific Conditions & Requirements

### Sale Name: Bygrave Mix

Sale Number: 45-009-20 Seq#: 3

### 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. Exterior sale boundary lines against state are marked with red paint and/or a road (as shown on the Timber Sale Map). Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

## 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2A, 2B, and 2C, cut all deciduous trees that are two (2) inches or more at DBH, except do not cut any yellow birch or oak. In addition, cut all coniferous trees that are four (4) inches or more at DBH, except do not cut any cedar, hemlock, or pine.

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

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

### 2.2 - Utilization

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible in Payment Units 3 and 4 unless approved by the Unit Manager or his/her representative.

#### 3 - Payments

## 3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 - 4 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

### 4 - Transportation

#### 4.1 - Construction

### 4.1.2 - Stream crossings, specific (3/11)

There is a small feeder stream which may have to be crossed to access Payment Unit 1. The stream parallels the Tilson Road. A crossing can be avoided if a road is established south of the stream. If the road is established in a location where the stream crossing is necessary, then the crossing will require the installation of a culvert or portable bridge which may be borrowed from the DNR. This installation will be performed in accordance with the specifications on the appropriate permits which shall be provided by the DNR. A 60-day notice is required if the Purchaser desires to cross the stream to allow time for the DNR to obtain a permit.

#### 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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. 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.

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.

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Tilson Road., Thompson Road, and Bygrave Road.

# 5 - Operations

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

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2C, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 31. This restriction is because deer wintering habitat.

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

## 5.2.17 - Timber Mats and Interlocking Composite Mats (3/18)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$400.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for

the composite mats is defined as cracked or broken mats.

### 5.2.22 - Operating Caution

## 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 2A and 2B, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because poorly drained soils.

## 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.

### 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail unless approved by the sale administrator. All stumps within 5 feet of the snowmobile trail must be cut at ground level.

### 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

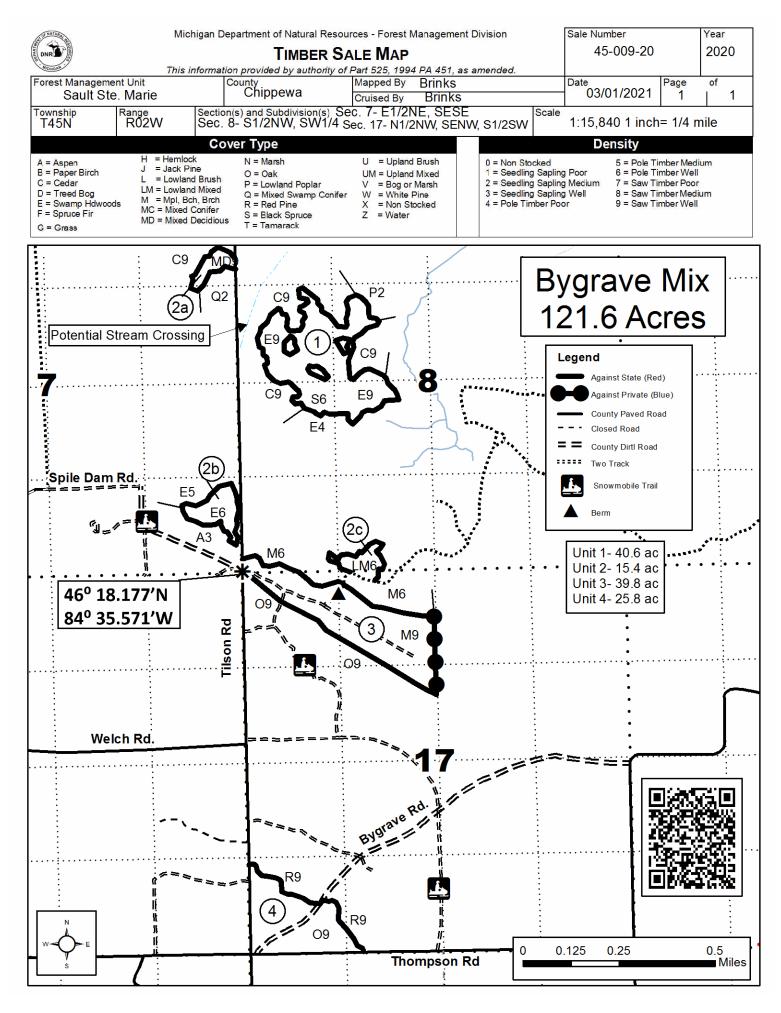
### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Tilson 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.

## 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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 / SEALED BID STATE OF MICHIGAN / DNR

## **BID FORM**

Date:\_\_\_\_\_

## Spile Dam Mix (45-004-21) T45N, R02W, SEC. 7; Chippewa COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on August 16, 2021, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>A</u>	DVERTISED PRICE	BID PRICE/UNIT
Red Maple	22.1	MBF	\$	75.00/MBF	\$
Sugar Maple	11.1	MBF	\$	274.00/MBF	\$
Pulpwood					
Balsam Fir	88	Cords	\$	9.65/Cord	\$
Mixed Aspen	170	Cords	\$	17.05/Cord	\$
Mixed Hardwood	181	Cords	\$	10.55/Cord	\$
Mixed Spruce	15	Cords	\$	16.35/Cord	\$
Paper Birch	56	Cords	\$	8.15/Cord	\$
Tamarack	16	Cords	\$	4.00/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 12.76 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 SECU	JRITY 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.

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

NTOF NATURAL ACTION	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)		
add Michigan - 67	TIMBER SAL	E				
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:		
			•	Forest Management Onit.		
		-	- d			
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.				
	CATION OF WORKER'S DISABILIT					
sale	e contract.		-	ract award and prior to the issuance of the timber		
	addition, if boxes 2B or 2C are check enty-one (21) days of the contract awa			Certificate of Insurance must be submitted within timber sale contract.		
• All	Information must be typed or printed	except for written s	signatures.			
Please	Check Appropriate Categories:					
-	business is organized as (you <b>must</b>	check <u>one</u> of the	boxes below):			
	Sole Proprietorship (individual)					
	Partnership					
C. L	Corporation					
2. You	u <b>must</b> check <u>one</u> of the boxes below	v:				
A. [	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the		
	<ul> <li>B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-</li> </ul>					
	one (21) days of the contract award.					
<ol> <li>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").</li> </ol>						
	Full-time Er	nnlovees		Part-time Employees		
		npioyees				
Name of E	Business		Federal ID (or)	Social Security No.		
Address			Telephone			
Otto		04-4-	()			
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	Title Date			e		
			Dat	-		

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

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

### TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

## **BID FORM**

Bygrave Mix (45-009-20)

# T45N, R02W, SEC. 17; T45N, R02W, SEC. 7; T45N, R02W, SEC. 8; Chippewa

In response to the notice of sale to be held 10:00 a.m. (local time) on August 16, 2021, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED VOLUME*	ADVERTISED PRICE	<b>BID PRICE/UNIT</b>
Red Maple	27.9 MBF	\$ 68.00/MBF	\$
Red Oak	31.4 MBF	\$ 106.00/MBF	\$
Sugar Maple	29.9 MBF	\$ 249.00/MBF	\$
Pulpwood			
Balsam Fir	133 Cords	\$ 8.75/Cord	\$
Mixed Aspen	384 Cords	\$ 15.50/Cord	\$
Mixed Hardwood	424 Cords	\$ 9.60/Cord	\$
Mixed Spruce	304 Cords	\$ 14.90/Cord	\$
Paper Birch	417 Cords	\$ 7.40/Cord	\$
Red Oak	58 Cords	\$ 17.25/Cord	\$
Tamarack	23 Cords	\$ 3.65/Cord	\$
Red Oak	58 Cords	\$ 17.25/Cord	\$ \$ \$

\*The volumes are statistically estimated within plus (+) or minus (-) 5.28 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 SECU	JRITY 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

NTOF NATURAL ACTION	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)		
add Michigan - 67	TIMBER SAL	E				
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:		
			•	Forest Management Onit.		
		-	- d			
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.				
	CATION OF WORKER'S DISABILIT					
sale	e contract.		-	ract award and prior to the issuance of the timber		
	addition, if boxes 2B or 2C are check enty-one (21) days of the contract awa			Certificate of Insurance must be submitted within timber sale contract.		
• All	Information must be typed or printed	except for written s	signatures.			
Please	Check Appropriate Categories:					
-	business is organized as (you <b>must</b>	check <u>one</u> of the	boxes below):			
	Sole Proprietorship (individual)					
	Partnership					
C. L	Corporation					
2. You	u <b>must</b> check <u>one</u> of the boxes below	v:				
A. [	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the		
	<ul> <li>B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-</li> </ul>					
	one (21) days of the contract award.					
<ol> <li>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").</li> </ol>						
	Full-time Er	nnlovees		Part-time Employees		
		npioyees				
Name of E	Business		Federal ID (or)	Social Security No.		
Address			Telephone			
Otto		04-4-	()			
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	Title Date			e		
			Dat	-		

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

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