

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7554</u>

## <u>SCHEDULED SALE DATE AND TIME:</u> 3:00 p.m. (local time) on February 6, 2025. <u>LOCATION:</u> NEWBERRY MGMT UNIT, PO BOX 428, 5666 S STATE HWY M 123, NEWBERRY, MI 49868.

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

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

<u>Camp Culhane Pine</u> (42-006-24) / T50N, R08W, SEC. 29, S1/2NW,SW. T50N, R08W, SEC. 30, NESW,S1/2SW,E1/2SE. T50N, R09W, SEC. 25, SESE. Luce County, Advertised Price \$50,723.65, 107.7 Acres, Red Pine, White Pine.

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.

Traitor Point Mix (42-003-23) / T50N, R05W, SEC. 6, N1/2NE. T50N, R06W, SEC. 1, N1/2NE. Chippewa County, Advertised Price \$15,958.55, 73.0 Acres, White Pine, Jack Pine.

SALE NOTE: There is an operating restriction on this sale; see specification 5.2.3.1.

## BID INSTRUCTIONS (VER. 10/10/2022):

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO Box 428 5666 S STATE HWY M 123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on February 6, 2025. For further information concerning this sale, contact Keith Magnusson at 906-291-0120 extension n/a.

## 2. Bidder's Qualifications (10/22)

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

## 3. Preparation of Sealed Bids (5/16)

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

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

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

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

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

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

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

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

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

## 7. Down Payment (1/11)

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

## 8. Performance Security (1/11)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

14. Good Neighbor Authority (GNA) Requirements, con't (10/22)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.

b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

Scott Bowen Director

## TIMBER SALE INFORMATION

#### <u>Camp Culhane Pine (42-006-24)</u> T50N, R08W, SEC. 29; T50N, R08W, SEC. 30; T50N, R09W, SEC. 25. Luce County (Advertised Price \$50,723.65)

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	ESTIMATED UNITS*		ADVE	ADVERTISED PRICE	
Pulpwood					
Black Spruce	29	Cords	\$	5.55 / Cord	
Jack Pine	306	Cords	\$	23.65 / Cord	
Paper Birch	5	Cords	\$	2.70 / Cord	
Red Maple	1	Cords	\$	10.50 / Cord	
Red Pine	833	Cords	\$	45.35 / Cord	
White Pine	417	Cords	\$	13.25 / Cord	

\* The total volume is statistically estimated within plus (+) or minus (-) 13.74 percent. There are an estimated 1,592 cords on this timber sale, plus or minus 219 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,536.00 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

IT NUMBER	PERCENT OF TOTAL SALE VALUE
01	18.5%
02	22.6%
03	23.6%
04	26.8%
05	8.5%

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

5. Operations on the contract issued will terminate on 12/31/2028.

#### 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.

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	T ERROR MINIMUM MAXIMUM	
125,734	1,592	13.74%	1,373	1,810

#### **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
35	18,581	235	30.82%	163	308
39	99,591	1,261	16.23%	1,056	1,465
399	7,562	96	37.99%	59	132
TOTAL:	125,734	1,592		1,278	1,905

#### 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
35	21.5	1	21.5
39	81.7	2	22.6
39	81.7	3	23.2
39	81.7	4	26.6
39	81.7	5	9.3
399	4.5	2	1.3
399	4.5	3	1.6
399	4.5	4	1.6
TOTAL:	361.8		107.7

## DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

	1	1	1	r		
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Pulpwood	196	Cords	21.5	\$9,405.35
	White Pine		39	Cords		
2	Black Spruce	Pulpwood	8	Cords	23.9	\$11,475.55
	Jack Pine		85	Cords		
	Paper Birch		1	Cords		
	Red Pine		177	Cords		
	White Pine		105	Cords		
3	Black Spruce	Pulpwood	9	Cords	24.8	\$11,989.55
	Jack Pine		87	Cords		
	Paper Birch		1	Cords		
	Red Pine		186	Cords		
	White Pine		109	Cords		
4	Black Spruce	Pulpwood	9	Cords	28.2	\$13,560.45
	Jack Pine		99	Cords		
	Paper Birch		2	Cords		
	Red Maple		1	Cords		
	Red Pine		210	Cords		
	White Pine		123	Cords		
5	Black Spruce	Pulpwood	3	Cords	9.3	\$4,292.75
	Jack Pine		35	Cords		
	Paper Birch		1	Cords		
	Red Pine		64	Cords		
	White Pine		41	Cords		
		TOTAL:	1,591	Cords		

#### Sale Specific Conditions & Requirements

#### Sale Name: Camp Culhane Pine

Sale Number: 42-006-24 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 red, yellow and orange paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Clearcut gaps are marked with orange paint; all trees will be harvested within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

2.1 - Included Timber

#### 2.1.3 - Cut Tree Marked Unit(s) (12/08)

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, there are hazard trees near Culhane Lake Campground that are marked with orange paint. These trees are designated for cutting but were not included in the cruise volumes and must be scattered back into the Sale Area.

#### 2.1.7 - Leave Tree Marked Unit(s) (6/14)

Within Payment Unit(s) 2-5, all trees which meet minimum piece specifications in 2.2 Utilization are designated for cutting, except do not cut white pine that are 20 inches or more at DBH, any oak, or any trees marked with green paint above and below stump height. In addition, within the orange marked clearcut gaps within Payment Units 2, 3, and 4, cut all trees that are two (2) inches or more at DBH.

#### 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

#### 4.1.3 - 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.

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

Construction of new roads or improvements of existing roads in Payment Units 2-4 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. Removal of undesignated timber must be authorized by Sale Administrator and scaled separately.

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

No new roads will be permitted. All operations are limited to existing roads. Skid trails and back in spurs will be allowed. Landing and spur in Payment Unit 5 will need to be located away from Bodi Lake Campground.

#### 4.2 - Maintenance

## 4.2.5 - Two Wheel Drive Condition (2/04)

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

### 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 and to discuss aesthetic considerations for nearby campgrounds and trails.

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

## 5.2.1.8 - Slash height (12/08)

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

## 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. Exception: Orange marked hazard trees within Payment Unit 1 (see spec 2.1.3).

## 5.2.3 - Operating Restrictions

## 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 & 5, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of September 1 to June 1. This restriction is due to the high public use of these areas.

## 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

## 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.

## 5.2.40 - Pathway protection (10/10)

The Bodi Lake Pathway is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot-wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in a manor that does not damage the trail, unless snow conditions mitigate the need for soil protection.

#### 5.4 - Soil Protection

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

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

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

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

#### 5.8 - Protection of Endangered Species

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

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

### 6 - Safety and Fire Prevention

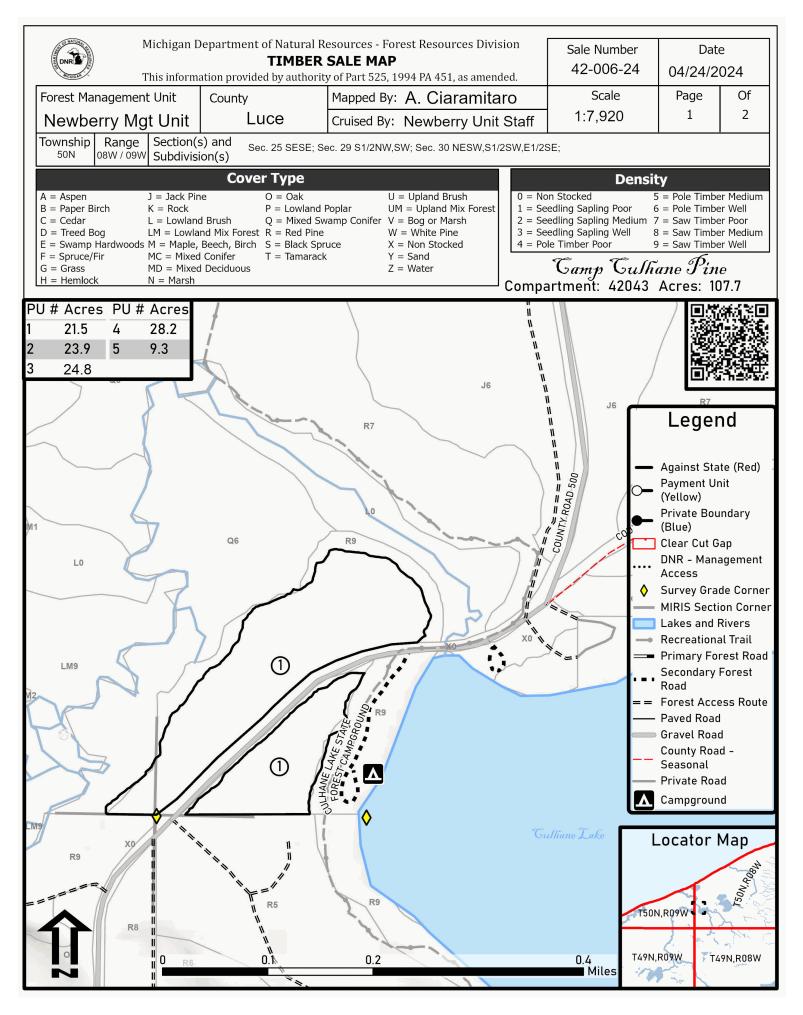
### 6.2 - Signing

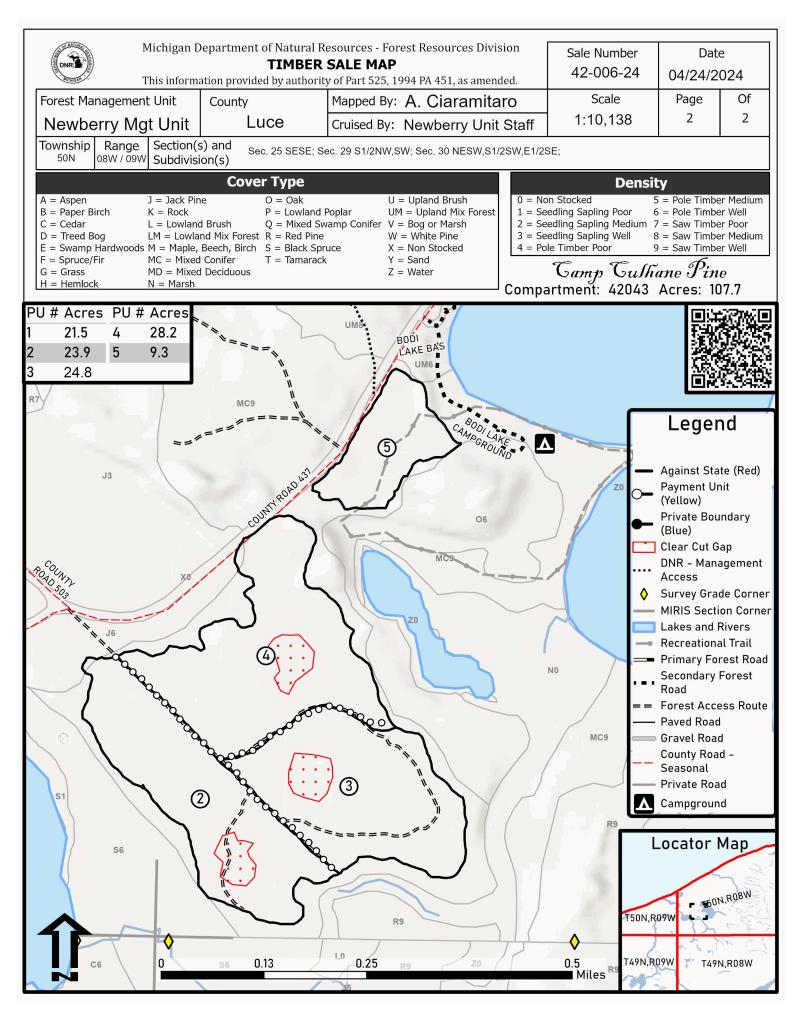
## 6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on County Road 437 and County Road 500 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.

### 6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Bodi Lake Pathway and the North Country Trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The DNR will provide these signs.





## TIMBER SALE INFORMATION

#### <u>Traitor Point Mix (42-003-23)</u> T50N, R05W, SEC. 6; T50N, R06W, SEC. 1. Chippewa County (Advertised Price \$15,958.55)

#### SALE NOTE: There is an operating restriction on this sale; see specification 5.2.3.1.

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	ESTIMATED UNITS*		<u>ADV</u>	ADVERTISED PRICE	
Pulpwood					
Balsam Fir	5	Cords	\$	7.90 / Cord	
Black Spruce	6	Cords	\$	5.20 / Cord	
Jack Pine	286	Cords	\$	22.05 / Cord	
Mixed Hardwood	89	Cords	\$	9.80 / Cord	
Red Oak	11	Cords	\$	13.65 / Cord	
Red Pine	76	Cords	\$	42.30 / Cord	
White Pine	431	Cords	\$	12.40 / Cord	

\* The total volume is statistically estimated within plus (+) or minus (-) 16.08 percent. There are an estimated 893 cords on this timber sale, plus or minus 144 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 \$798.00 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:

PERCENT OF TOTAL SALE VALUE
30.2%
9.4%
11.9%
48.5%

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

5. Operations on the contract issued will terminate on 06/30/2028.

#### SALE STATISTICS

PAYMENT UNIT

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	R MINIMUM MAXIMUM	
70,510	893	16.08%	749	1,036

#### **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
156	33,529	424	18.83%	345	504
198	36,981	468	18.07%	384	553
TOTAL:	70,510	893		728	1,057

#### 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
156	49.3	1	28.8
156	49.3	2	8.9
156	49.3	3	11.6
198	23.7	4	23.7
TOTAL:	171.6		73.0

## DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
1	Balsam Fir	Pulpwood	3	Cords	28.8	\$4,814.00	
	Black Spruce		4	Cords			
	Jack Pine		58	Cords			
	Mixed Hardwood		38	Cords			
	Paper Birch		29	Cords			
	Red Maple		5	Cords			
	Yellow Birch		4	Cords			
	Red Oak		6	Cords			
	Red Oak	Sawtimber	0.5	MBF			
	Red Oak	Pulpwood	5	Cords			
	Red Pine		41	Cords			
	White Pine		105	Cords			
2	Balsam Fir	Pulpwood	1	Cords	8.9	\$1,501.60	
	Black Spruce		1	Cords			
	Jack Pine		18	Cords			
	Mixed Hardwood		12	Cords			
	Paper Birch		9	Cords			
	Red Maple		2	Cords			
	Yellow Birch		1	Cords			
	Red Oak		2	Cords			
	Red Oak	Sawtimber	0.1	MBF			
	Red Oak	Pulpwood	2	Cords			
	Red Pine		13	Cords			
	White Pine		32	Cords			
3	Balsam Fir	Pulpwood	1	Cords	11.6	\$1,901.95	
	Black Spruce		1	Cords			
	Jack Pine		23	Cords			
	Mixed Hardwood		16	Cords			
	Paper Birch		12	Cords			
	Red Maple		2	Cords			
	Yellow Birch		2	Cords			
	Red Oak		2	Cords			
	Red Oak		0.2	MBF			
	Red Oak	Pulpwood	2	Cords			
	Red Pine		16	Cords			
	White Pine		42	Cords			
4	Jack Pine	Pulpwood	187	Cords	23.7	\$7,727.35	
	Mixed Hardwood		23	Cords			
	Paper Birch		14	Cords			
	Red Maple		9	Cords			
	Red Pine		6	Cords			
	White Pine		252	Cords			
TOTAL: 903 Cords							

#### Sale Specific Conditions & Requirements

## Sale Name: Traitor Point Mix

Sale Number: 42-003-23 Seq#: 2

#### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted Boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. 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
  - 2.1.3 Cut Tree Marked Unit(s) (12/08)

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

### 2.1.7 - Leave Tree Marked Unit(s) (6/14)

Within Payment Unit(s) 4, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting, , except do not cut trees marked with green paint above and below stump height. In addition, do not cut any oak.

2.1.11 - Description of Timber Note (2/04) Note that all red pine has been cruised as pulp.

2.1.16 - Timber Along County or Forest Roads (6/14)Cut and remove all standing trees 4.6" DBH or greater within 33 feet of the center line of Wildcat Road.

#### 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

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

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

#### 4.1.6 - Road construction (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. 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 double earthen berms at strategic locations. 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.

## 5 - Operations

### 5.1 - Notification

5.1.6 - Utility R.O.W. (4/19)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

#### 5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)No slash or tree tops may exceed 24 inches in height.

### 5.2.2 - 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 - 4, unless changed by written agreement, cutting, skidding, and hauling are limited to Oct 1st - May 1st This restriction is because of the sandy nature of the uplands within the Sale Area and the improved ability to haul wood across sandy roads at this time of year. In addition, there is a lower tourism rate during this time period for Whitefish Point.

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

5.2.16 - Equipment recommended (11/18)

It is recommended that tracked equipment be used to harvest the timber due to the lowland areas within the Sale Area.

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.

5.4 - 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 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.

#### 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

5.4.4 - Slope protection (9/19) Skid trails and roads on slopes shall be water barred with slash and stumps as soon as use is complete to prevent erosion.

5.4.5 - Soil caution (11/04)Care must be taken to minimize soil damage due to the sandy soils. It is recommended that hauling occurs in the fall months.

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

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

#### 5.8 - Protection of Endangered Species

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

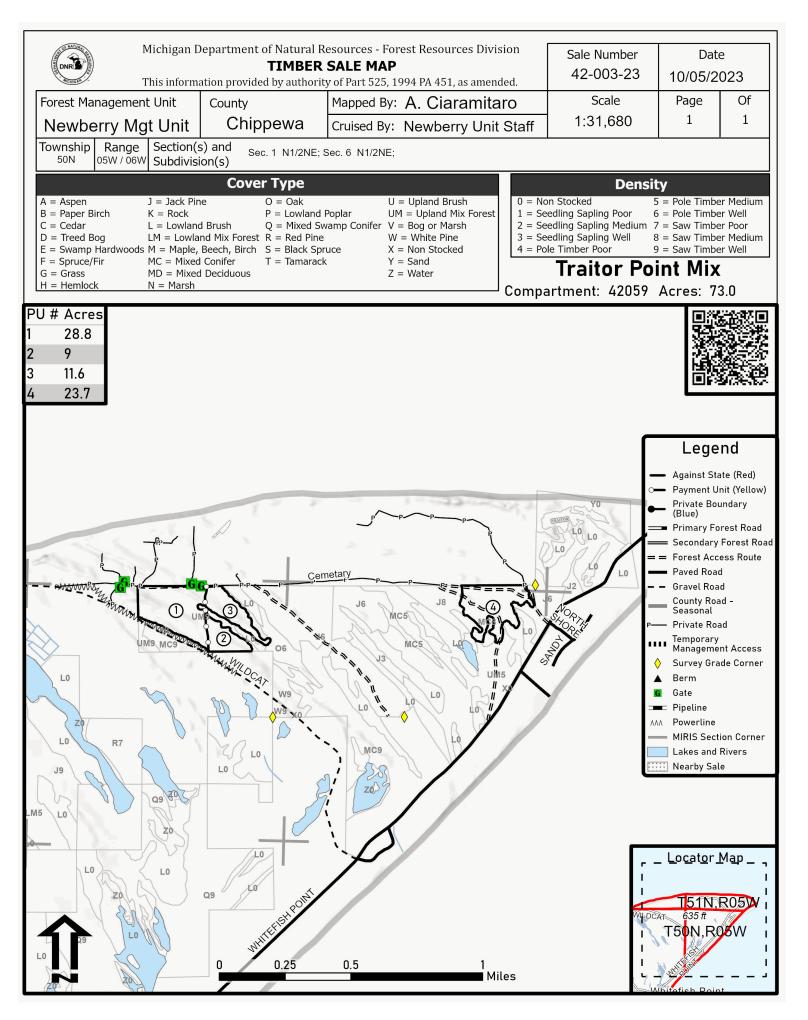
All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

#### 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 Wildcat 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 / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

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

Camp Culhane Pine (42-006-24)

## T50N, R08W, SEC. 29; T50N, R08W, SEC. 30; T50N, R09W, SEC. 25; Luce

In response to the notice of sale to be held 3:00 p.m. (local time) on February 6, 2025, 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 Pulpwood	<b>ESTIMATED</b>	VOLUME*	<u>AD\</u>	ERTISED PRICE	BID PRICE/UNIT
Black Spruce	29	Cords	\$	5.55/Cord	\$
Jack Pine	306	Cords	\$	23.65/Cord	\$
Paper Birch	5	Cords	\$	2.70/Cord	\$
Red Maple	1	Cords	\$	10.50/Cord	\$
Red Pine	833	Cords	\$	45.35/Cord	\$
White Pine	417	Cords	\$	13.25/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 13.74 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	RITY 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:

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	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.				
	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.				
	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").				
	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		
	v certify that the above information is rs affecting my coverage during any o			ify the Michigan DNR of any changes that occur ons.	
Signature of Owner or Authorized Representative					
Title			Dat	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**

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

# Traitor Point Mix (42-003-23)

## T50N, R05W, SEC. 6; T50N, R06W, SEC. 1; Chippewa COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on February 6, 2025, 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 Pulpwood	ESTIMATED VOLUME*	ADVERTISED PRICE	<b>BID PRICE/UNIT</b>
Balsam Fir	5 Cords	\$ 7.90/Cord	\$
Black Spruce	6 Cords	\$ 5.20/Cord	\$
Jack Pine	286 Cords	\$ 22.05/Cord	\$
Mixed Hardwood	89 Cords	\$ 9.80/Cord	\$
Red Oak	11 Cords	\$ 13.65/Cord	\$
Red Pine	76 Cords	\$ 42.30/Cord	\$
White Pine	431 Cords	\$ 12.40/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 16.08 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:

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

TOF NATURAL PERSON	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY	
	TIMBER SAL	E		Sale Number (XX – XXX – XX – XX)	
	VERIFICATION OF WORKE	R'S DISABILIT	Y	Forest Management Unit:	
				Forest Management Onit.	
	As required by Act 317, P.A. 1969 (Work	-	nd		
VEDIEN	Part 5 of Act 451 of 1994, as	amended.			
	<ul> <li>VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE</li> <li>This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber</li> </ul>				
sale	e contract.		-	-	
twe	nty-one (21) days of the contract awa	rd and prior to the i	issuance of th	Certificate of Insurance must be submitted within e timber sale contract.	
• All I	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				
	u <b>must</b> check <u>one</u> of the boxes below				
A. L	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	t 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> </ul>				
C. [	I certify my business has a Worker's 0 one (21) days of the contract award.	Compensation Policy	<ol> <li>I will provide</li> </ol>	an original Certificate of Insurance within twenty-	
	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").				
	Full-time Er	nnlovees		Part-time Employees	
		nproyooo			
Name of E	Business		Federal ID (or)	Social Security No.	
Address			Telephone		
			( )		
City		State	ZIP		
l hereby	certify that the above information is	true and correct	Lagree to not	tify the Michigan DNR of any changes that occur	
	s affecting my coverage during any o				
Signature of Owner or Authorized Representative					
Title	Title Date			te	

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