



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #5643**

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on May 25, 2016.

LOCATION: SHINGLETON MGMT UNIT, PO BOX 67 M-28 WEST, SHINGLETON, MI 49884.

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, SHINGLETON MANAGEMENT UNIT, for certain timber on the following described lands:

ATP (41-017-15) / T48N, R15W, SEC. 04, N1/2NW,S1/2NE.

T48N, R15W, SEC. 09, SW1/4,NWSE,SWSE.

T48N, R15W, SEC. 16, NW1/4,W1/2NE,N1/2SE,NESW.

T48N, R15W, SEC. 17, E1/2NE SEC 21 N1/2NW.

Alger County, Advertised Price \$95,091.10, 213.0 Acres, Hardwood, White Pine.

SALE NOTE: The County must be contacted prior to harvesting along the county road R-O-W. This applies to harvesting along the Adams Trail.

The Fox River Pathway is shown on the Timber Sale Map. Equipment cannot be run down the pathway.

H-58 and the Adams Trail are snowmobile trails. The snowmobile trails may not be used for any timber sale operations from December 1 to March 31.

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.

Block 5 at High Bend (41-021-15) / T46N, R17W, SEC. 03, NWNW,SWNW,NENW.

Alger County, Advertised Price \$8,767.75, 40.0 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Permission for access across private land is the responsibility of the Purchaser. See sale spec 4.4.1 for additional information.

It is recommended, but not required, that within Payment Unit 1, harvesting occur during dry summer or frozen winter conditions due to soft soils.

The Sunrise Grade River is a snowmobile trail shown on the Timber Sale Map. See sale spec 5.2.41 for restrictions.

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. Access may be through private land.

TURTLE SHELL PINE (41-029-15) / T48N, R15W, SEC. 05, N1/2NE,N1/2NW.

T48N, R15W, SEC. 06, W1/2,NWNE,SWNE,NWSE,NESE.

Alger County, Advertised Price \$298,286.70, 382.0 Acres, Hardwood, Red Pine.

SALE NOTE: Payment Units 5, 11 and 12 must be chip harvested to facilitate subsequent planting operations. If markets are not available when the sale is harvested, tops can be piled at locations designated by the sale administrator.

Road work is required. See sale spec 4.1.8.

The Fox River Pathway is a hiking trail and is shown on the Timber Sale Map. Equipment may not be run down the pathway.

H-58 is a snowmobile trail shown on the Timber Sale Map. The snowmobile trail may not be used for any operations from December 1 to March 31.

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. 10/01/2014):

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

Bids must be received by the Unit Manager, SHINGLETON OFFICE, PO BOX 67 M-28 WEST, SHINGLETON, MI 49884, no later than 2:00 p.m. (local time) on May 25, 2016. For further information concerning this sale, contact Robert Burnham at 906-452-6227 extension 240.

2. Bidder's Qualifications (2/12)

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, that 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 (1/11)

Bids shall be manually signed in ink; 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 forms, each erasure or change must be initialed by the person signing the bid.

4. Submission of Sealed Bids (6/11)

Bid forms may be obtained from the Unit Manager. All 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.

5. Public Opening of Sealed Bids (6/13)

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 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 (9/14)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at [www.michigan.gov/timber](http://www.michigan.gov/timber). Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this

prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. 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.

#### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (1/11)

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.

DR. WILLIAM MORITZ  
Director

## TIMBER SALE INFORMATION

ATP (41-017-15)

T48N, R15W, SEC. 04; T48N, R15W, SEC. 09; T48N, R15W, SEC. 16; T48N, R15W, SEC. 17.

Alger County (Advertised Price \$95,091.10)

SALE NOTE: The County must be contacted prior to harvesting along the county road R-O-W. This applies to harvesting along the Adams Trail.

The Fox River Pathway is shown on the Timber Sale Map. Equipment cannot be run down the pathway.

H-58 and the Adams Trail are snowmobile trails. The snowmobile trails may not be used for any timber sale operations from December 1 to March 31.

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. Bids must be at or above the following advertised price for each species:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Red Maple	52.00 MBF	\$ 124.00 / MBF
Red Pine	32.70 MBF	\$ 207.00 / MBF
Pulpwood		
Mixed Hardwood	989.00 Cords	\$ 26.30 / Cord
Red Pine	122.00 Cords	\$ 74.60 / Cord
White Pine	1,114.00 Cords	\$ 31.65 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$11,504.20:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
White Pine	54.70 MBF	\$ 64.00 / MBF
Pulpwood		
Balsam Fir	118.00 Cords	\$ 20.15 / Cord
Jack Pine	51.00 Cords	\$ 45.20 / Cord
Paper Birch	38.00 Cords	\$ 22.20 / Cord
Quaking Aspen	8.00 Cords	\$ 36.00 / Cord
White Spruce	59.00 Cords	\$ 37.10 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 9.43 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

### BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$4,760.00 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.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2019.

## Sale Specific Conditions & Requirements

**Sale Name: ATP**

**Sale Number: 41-017-15 Seq#: 1**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (1/14)

The sale area boundaries and payment unit boundaries are marked and identified by blue, red, and yellow paint. Exterior sale boundary lines against private are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior payment unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 7 - 9, cut all trees which meet minimum piece specifications in 2.2 Utilization except hemlock, cedar, oak and red and white pine.

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

Within Payment Unit(s) 4B, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all jack pine and scotch pine are designated for harvest.

##### 2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 1 - 3, 4A and 5 - 6, cut all merchantable trees except hemlock and oak, and trees marked with green paint above and below stump height.

#### 2.2 - Utilization

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

Stump heights within the sale area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate reforestation operations.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) that have a contract value of \$20,000 or more 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 Supplement. 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 all hemlock and oak. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 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

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

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

##### 4.1.4 - Timber removed for construction (12/09)

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

the specified Purchase Unit Price.

#### 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, utilizing the stumps etc. from road construction. Contact the sale administrator for specific details of design and placement.

### 4.2 - Maintenance

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

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

#### 4.2.4 - Grading (12/14)

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

### 4.3 - Public Right-of-Way

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

The county must be contacted prior to harvesting along the county road R-O-W. This applies to harvesting along the Adams Trail.

### 4.4 - Access

#### 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

## 5 - Operations

### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required five (5) days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications. A similar conference must also occur if operations are to be suspended for more than 30 days.

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

##### 5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

##### 5.2.1.2 - Slash Removal

###### 5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of two-tracks.

#### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 5.2.2 - Hazard Trees/Snags

##### 5.2.2.1 - Den trees (2/04)

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

#### 5.2.3 - Operating Restrictions

##### 5.2.3.6 - 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.

#### 5.2.4 - 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.

#### 5.2.38 - 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 Fox River Pathway is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Do not run equipment down the pathway.

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

H-58 and the Adams Trail are Snowmobile Trails. Do not cut or damage posts with orange trail markers or traffic control signs. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31.

#### 5.2.43 - Opening protection (12/08)

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

#### 5.4 - Soil Protection

##### 5.4.1 - Rutting restriction, general (1/09)

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

#### 5.8 - Protection of Endangered Species

##### 5.8.3 - Red shoulder hawk or goshawk (3/13)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area. An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 1 to August 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.



## **7 - Other Conditions**

### **7.3 - Contract Modifications**

#### **7.3.1 - Emerald Ash Borer**

##### **7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)**

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.



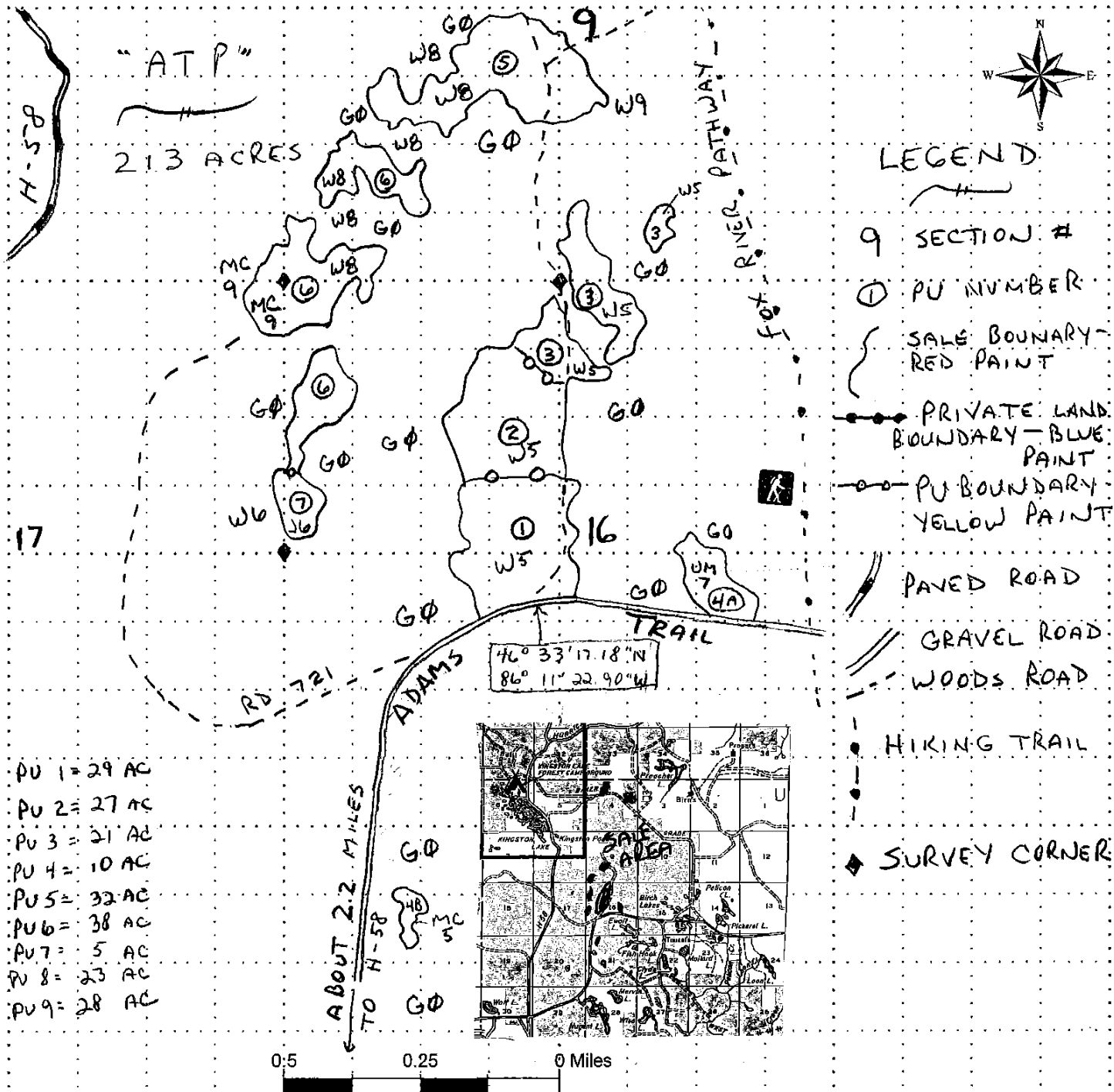
Sale Number	Year
41-017-15-01	2015

### TIMBER SALE MAP

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

Forest Management Unit Shingleton	County Alger	Mapped By Tylka	Date 10/13/15	Page 1	of 2
Township T48N	Range R15W	Section(s) and Subdivision(s) 9-SW1/4, NWSE, SWSE; 16-NW1/4, W1/2NE1/4, N1/2SE1/4, NESW; 21-N1/2NW1/4; 17-E1/2NE1/4			

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



- PU 1 = 29 AC
- PU 2 = 27 AC
- PU 3 = 21 AC
- PU 4 = 10 AC
- PU 5 = 32 AC
- PU 6 = 38 AC
- PU 7 = 5 AC
- PU 8 = 23 AC
- PU 9 = 28 AC



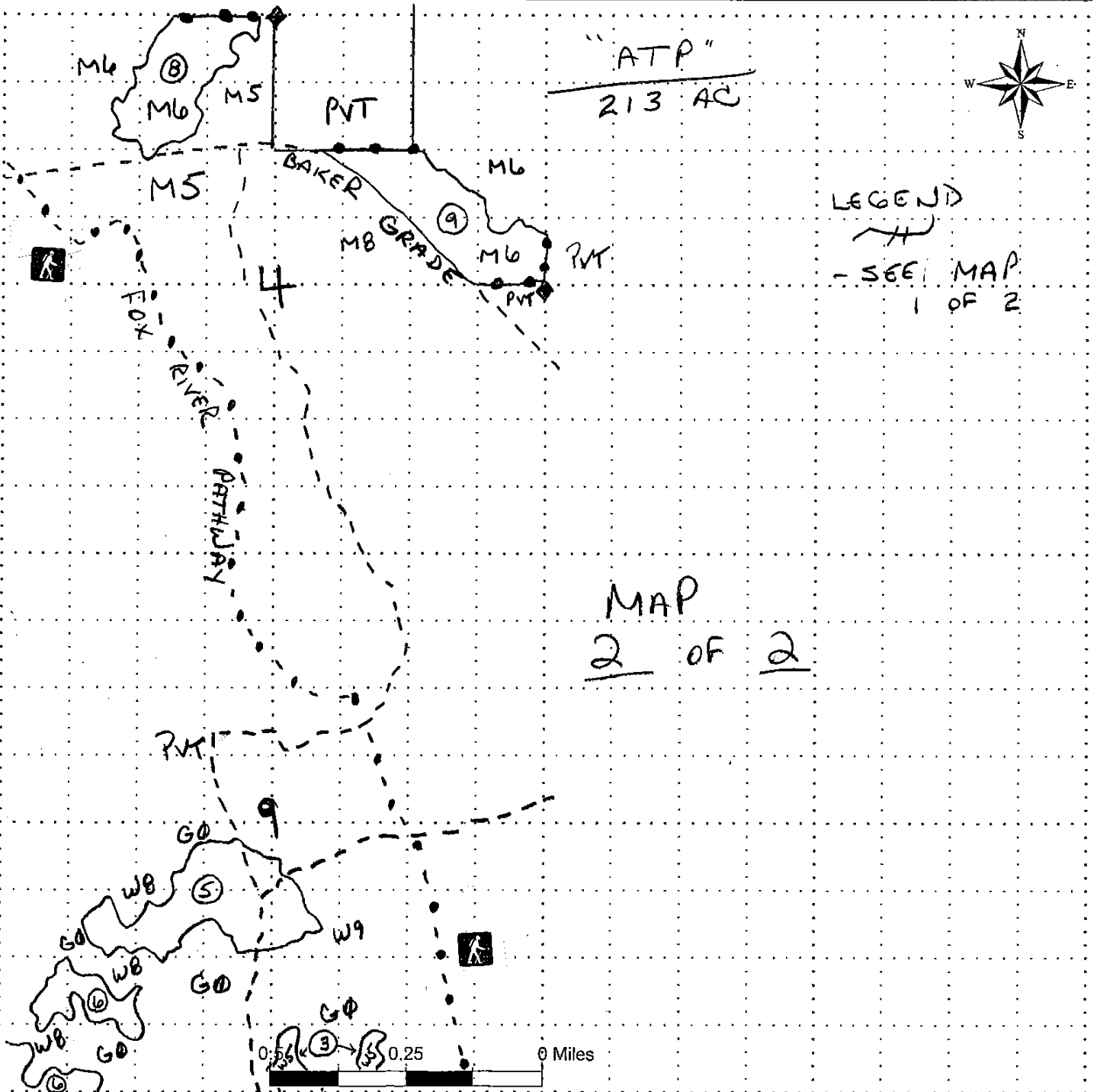
Sale Number	Year
41-017-15-01	2015

### TIMBER SALE MAP

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

Forest Management Unit Shingleton	County Alger	Mapped By Tylka	Date 10/13/15	Page 2	of 2
Township T48N	Range R15W	Section(s) and Subdivision(s) 4-N1/2NW,S1/2NE			
Cruised By RFT, SK, PH					

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





TIMBER SALE INFORMATION

Block 5 at High Bend (41-021-15)  
T46N, R17W, SEC. 03.  
Alger County (Advertised Price \$8,767.75)

SALE NOTE: Permission for access across private land is the responsibility of the Purchaser. See sale spec 4.4.1 for additional information.

It is recommended, but not required, that within Payment Unit 1, harvesting occur during dry summer or frozen winter conditions due to soft soils.

The Sunrise Grade River is a snowmobile trail shown on the Timber Sale Map. See sale spec 5.2.41 for restrictions.

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. Access may be through private land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Black Spruce	284.00 Cords	\$ 17.75 / Cord
Paper Birch	46.00 Cords	\$ 15.00 / Cord
Red Maple	195.00 Cords	\$ 13.25 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$453.00:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Balsam Fir	20.00 Cords	\$ 15.65 / Cord
Tamarack	16.00 Cords	\$ 8.75 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 16.31 percent. 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 \$450.00 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 remainder is due before cutting begins.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2018.

## Sale Specific Conditions & Requirements

**Sale Name: Block 5 at High Bend**

**Sale Number: 41-021-15 Seq#: 1**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (1/14)

The sale boundaries are marked in red paint. The painted boundary line trees are not Included Timber and are to be protected.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees which meet minimum piece specifications in 2.2 Utilization except cedar, white pine, oak and hemlock. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 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 Supplement. 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 and hemlock. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 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

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

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

##### 4.1.4 - Timber removed for construction (12/09)

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 the specified Purchase Unit Price.

##### 4.1.5 - Culverts (5/14)

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

##### 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 and be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. 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 (12/14)

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

### 4.4 - Access

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

Permission for access across private land is the responsibility of the Purchaser. If crossing Heartwood Forestland Fund IV property a permit from The Forestland Group is required. When the sale is purchased they should be contacted regarding crossing their property. Allow 30-60 days for permit processing. A copy of the permit should be provided to the unit manager by pre-sale conference. Permission to cross private land must include access for DNR representatives to inspect the sale at any time. If The Forestland Group will not issue a License Agreement a new access road will be built into the sale from the Sunrise Grade.

## 5 - Operations

### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (6/11)

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

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

##### 5.2.1.2 - Slash Removal

##### 5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of forest roads.

#### 5.2.2 - Hazard Trees/Snags

##### 5.2.2.1 - Den trees (2/04)

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

#### 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.

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of soft soils within the sale area.

#### 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 Sunrise Grade 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, 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.

### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

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

### 5.8 - Protection of Endangered Species

#### 5.8.3 - Red shoulder hawk or goshawk (3/13)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area. An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 1 to August 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

## 6 - Safety and Fire Prevention

### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on the Sunrise Grade 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 DNR will provide these signs and they can be picked up at the Shingleton Office.

## 7 - Other Conditions

### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

##### 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.





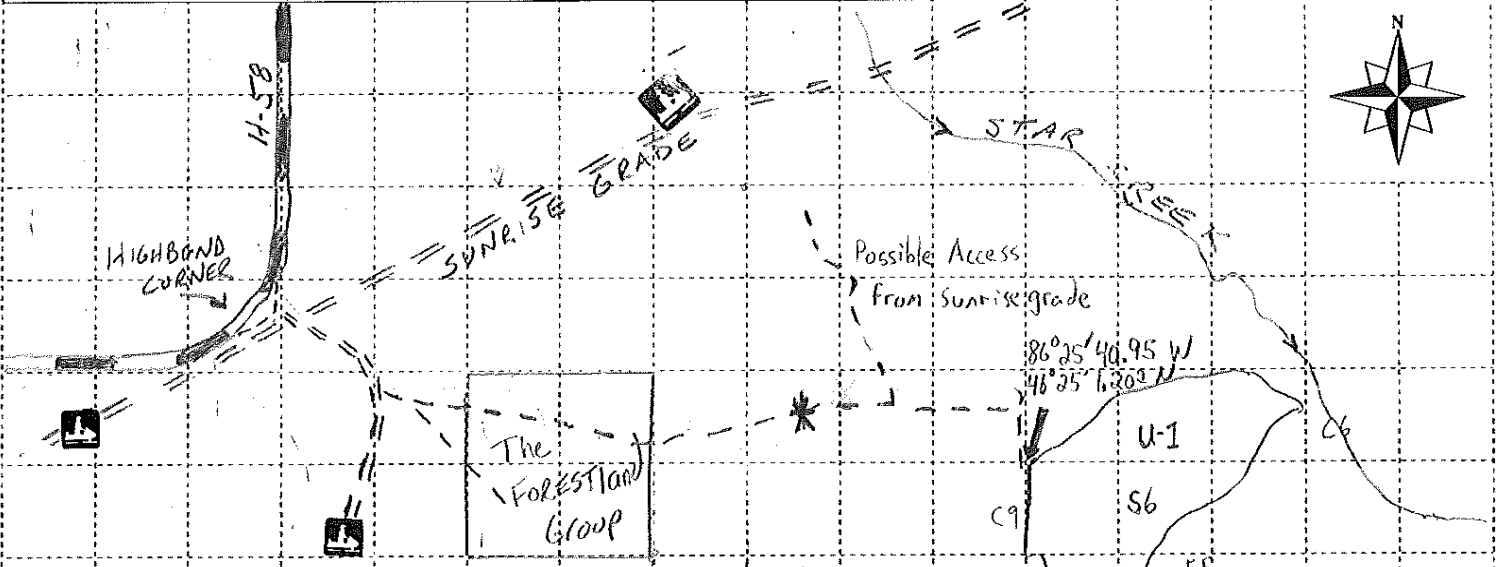
# TIMBER SALE MAP

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

Sale Number	41-021-15-01	Year	15
Date	8-25-15	Page	1 of 1
Scale: [ ... 4" ..... ] = 1 mile			

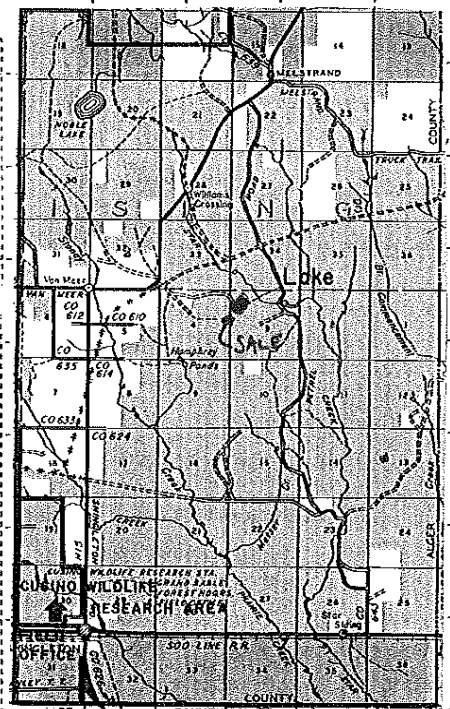
Forest Management Unit	County	Mapped By
Shingleton	Alder	Molin
Township	Range	Section(s) and Subdivision(s)
46N	17W	3: NW/NW SW/NW NE/NW
		Cruised By
		Molin, Kertner

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



## Block 5 At High Bend 40 Acres

Legend	
	Red Paint
	Paved Road
	Two Track/Snowmobile Trail
	Two Track
	Culvert Needed
	Creek





## TIMBER SALE INFORMATION

TURTLE SHELL PINE (41-029-15)  
T48N, R15W, SEC. 05; T48N, R15W, SEC. 06.  
Alger County (Advertised Price \$298,286.70)

SALE NOTE: Payment Units 5, 11 and 12 must be chip harvested to facilitate subsequent planting operations. If markets are not available when the sale is harvested, tops can be piled at locations designated by the sale administrator.

Road work is required. See sale spec 4.1.8.

The Fox River Pathway is a hiking trail and is shown on the Timber Sale Map. Equipment may not be run down the pathway.

H-58 is a snowmobile trail shown on the Timber Sale Map. The snowmobile trail may not be used for any operations from December 1 to March 31.

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. Bids must be at or above the following advertised price for each species:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Red Pine	4,047.00 Cords	\$ 70.35 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$13,580.25:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Balsam Fir	36.00 Cords	\$ 18.15 / Cord
Beech	2.00 Cords	\$ 23.60 / Cord
Black Spruce	3.00 Cords	\$ 18.60 / Cord
Jack Pine	67.00 Cords	\$ 41.85 / Cord
Mixed Aspen	56.00 Cords	\$ 30.65 / Cord
Mixed Hardwood	116.00 Cords	\$ 25.50 / Cord
White Pine	173.00 Cords	\$ 30.70 / Cord
White Spruce	1.00 Cords	\$ 34.40 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 8.24 percent. 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 \$14,950.00 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.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2019.

# Sale Specific Conditions & Requirements

**Sale Name: TURTLE SHELL PINE**

**Sale Number: 41-029-15 Seq#: 1**

## 1 - Sale Area

### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint between Payment Unit(s) 3 & 4, 4 & 5, 7 & 8, 15 & 16, and 16 & 17. The remaining interior Payment Unit boundaries are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

## 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 5, 11 and 12, cut all trees that are two (2) inches or more at DBH except oak and hemlock.

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

Within Payment Unit(s) 1-4, 6-10, and 13-17, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, in Payment Unit(s) 14, cut all balsam fir and aspen; in Payment Unit(s) 13, cut all balsam fir, aspen and paper birch.

### 2.2 - Utilization

#### 2.2.2 - Chipping required (5/14)

Payment Unit(s) 5, 11 and 12 must be chip harvested to facilitate subsequent planting operations. If markets are not available when the sale is harvested, tops can be piled at locations designated by the sale administrator. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

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

Stump heights within Payment Unit(s) 5, 11 and 12 shall not exceed 6 inches. This is to facilitate regeneration efforts.

## 3 - Payments

### 3.3 - Pre-measured Sales

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

Payment Unit(s) with a value over \$15,000 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 Supplement.

### 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 hemlock and oak. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 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

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

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

#### 4.1.4 - Timber removed for construction (12/09)

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

the specified Purchase Unit Price.

#### 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. 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.

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

The following road work is required: Between H-58 and the sale area, the successful bidder must purchase, haul and spread 300 cubic yards of once crushed gravel (2"-4") between H-58 and the Sale Area. The exact locations will be determined at the pre-sale meeting. All costs associated with this work will be the responsibility of the Purchaser.

### 4.2 - Maintenance

#### 4.2.4 - Grading (12/14)

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

### 4.4 - Access

#### 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

## 5 - Operations

### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (6/11)

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

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

##### 5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

##### 5.2.1.2 - Slash Removal

###### 5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of forest roads.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

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

#### 5.2.3 - Operating Restrictions

##### 5.2.3.6 - 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.

#### 5.2.4 - 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.

##### 5.2.32 - 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 Fox River 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 locations approved by the sale administrator.

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

H-58 is a snowmobile trail. Do not cut or damage posts with orange trail markers or traffic control signs. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31.

#### 5.4 - Soil Protection

##### 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and 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.

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

No harvesting operations, including skidding and felling, are to take place within frost pockets and vernal ponds. These are excluded with red paint and indicated on the Timber Sale Map. 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.

#### 5.7 - Protection of Historical Sites

##### 5.7.1 - Historical sites (7/12)

The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are excluded with red boundary line near Payment Unit(s) 6. The Purchaser shall protect historical sites from damage by the Purchaser's operations. If Purchaser's operations have cut or damaged historical sites through carelessness, the Purchaser shall pay \$1000 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged.

#### 5.8 - Protection of Endangered Species

##### 5.8.3 - Red shoulder hawk or goshawk (3/13)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area. An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 1 to August 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

## **6 - Safety and Fire Prevention**

### 6.2 - Signing

#### 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on Fox River Pathway 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 Purchaser will provide these signs.

## **7 - Other Conditions**

### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

##### 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.



**TIMBER SALE MAP**

This information provided by authority of Part 5, 1994 PA 451, as amended.

Sale Number	Year
41- 029	15

Forest Management Unit Shingleton	Alger	Mapped By Holodnick	10/07/2015	Page of
		Cruised By Holodnick		1 1

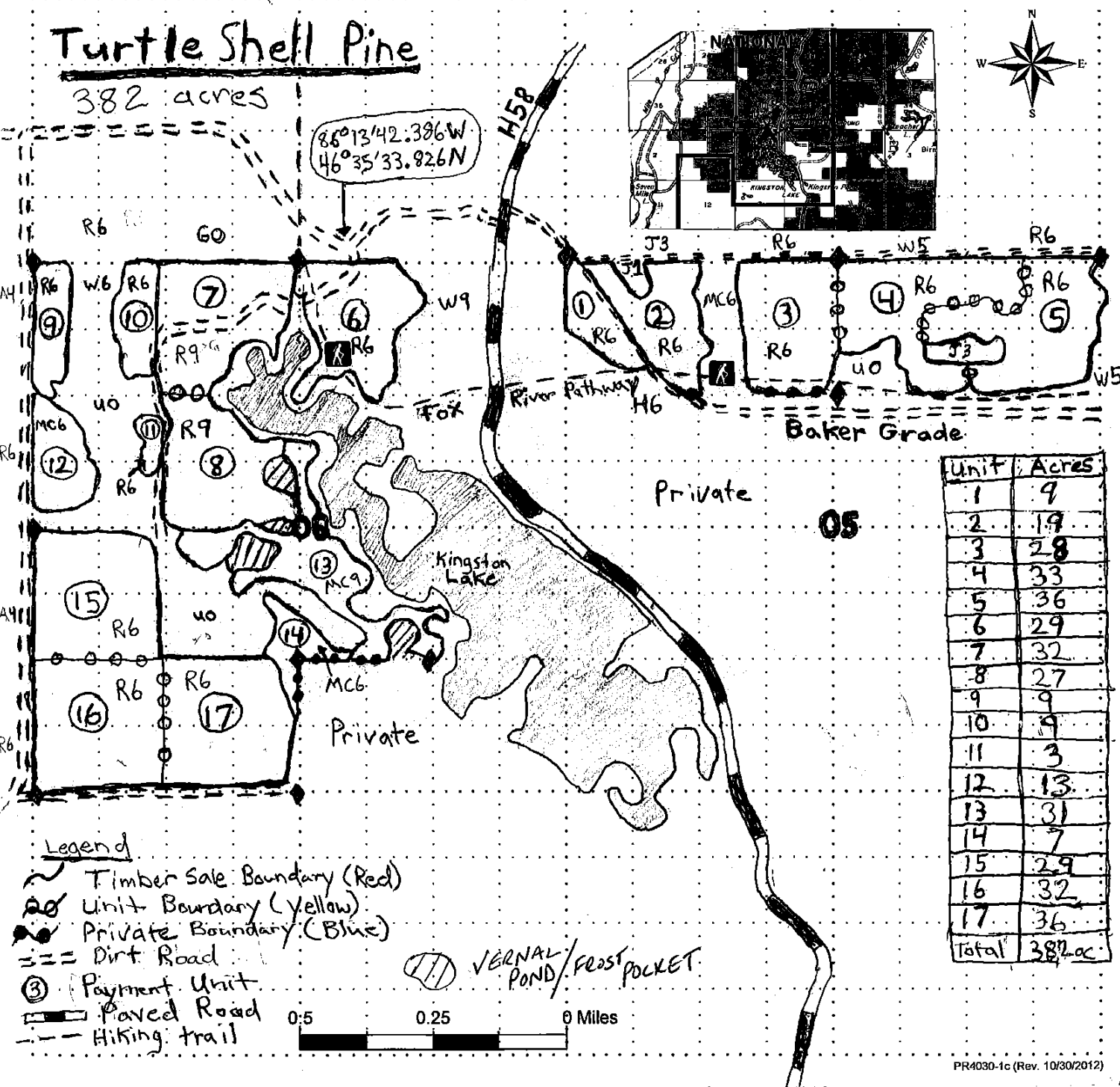
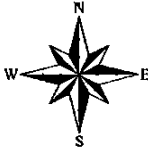
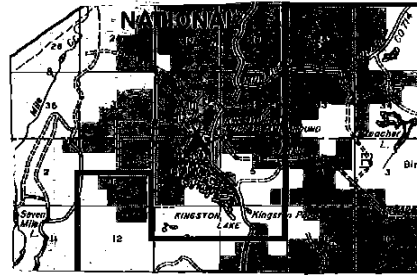
Township 48N	Range 15W	Section(s) and Subdivision(s) Sec 6: W 1/2, NWNE, SWNE, NWSE, NESE Sec 5: N 1/2 NE, N 1/2 NW
-----------------	--------------	--

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

**Turtle Shell Pine**

382 acres

86°13'42.386W  
46°35'33.826N



Unit	Acres
1	9
2	19
3	28
4	33
5	36
6	29
7	32
8	27
9	9
10	9
11	3
12	13
13	31
14	7
15	29
16	32
17	36
Total	382 ac

**Legend**

- Timber Sale Boundary (Red)
- Unit Boundary (Yellow)
- Private Boundary (Blue)
- Dirt Road
- Payment Unit
- Paved Road
- Hiking trail



ATP (41-017-15)

T48N, R15W, SEC. 04; T48N, R15W, SEC. 09; T48N, R15W, SEC. 16; T48N,

In response to the notice of sale to be held 2:00 p.m. (local time) on May 25, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Red Maple	52.00 MBF	\$ 124.00/MBF	\$ _____
Red Pine	32.70 MBF	\$ 207.00/MBF	\$ _____
Mixed Hardwood	989.00 Cords	\$ 26.30/Cord	\$ _____
Red Pine	122.00 Cords	\$ 74.60/Cord	\$ _____
White Pine	1,114.00 Cords	\$ 31.65/Cord	\$ _____

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$11,504.20 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>
White Pine	54.70 MBF	\$ 64.00/MBF
Balsam Fir	118.00 Cords	\$ 20.15/Cord
Jack Pine	51.00 Cords	\$ 45.20/Cord
Paper Birch	38.00 Cords	\$ 22.20/Cord
Quaking Aspen	8.00 Cords	\$ 36.00/Cord
White Spruce	59.00 Cords	\$ 37.10/Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 9.43 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

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



**TIMBER SALE  
VERIFICATION OF WORKER'S DISABILITY  
COMPENSATION ACT COMPLIANCE**

*As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525  
of Act 451 of 1994, as amended.*

FOR DEPARTMENT USE ONLY	
Sale or Permit No	
Year:	Type:
Forest Area:	

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

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

Please Check Appropriate Categories:

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

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. (       )	
City	State	Zip + 4	

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**BID FORM**

Block 5 at High Bend (41-021-15)  
T46N, R17W, SEC. 03; Alger COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on May 25, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Black Spruce	284.00 Cords	\$ 17.75/Cord	\$ _____
Paper Birch	46.00 Cords	\$ 15.00/Cord	\$ _____
Red Maple	195.00 Cords	\$ 13.25/Cord	\$ _____

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$453.00 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>
Balsam Fir	20.00 Cords	\$ 15.65/Cord
Tamarack	16.00 Cords	\$ 8.75/Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 16.31 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_\_\_ - \_\_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

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



**TIMBER SALE  
VERIFICATION OF WORKER'S DISABILITY  
COMPENSATION ACT COMPLIANCE**

*As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525  
of Act 451 of 1994, as amended.*

FOR DEPARTMENT USE ONLY	
Sale or Permit No	
Year:	Type:
Forest Area:	

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

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

Please Check Appropriate Categories:

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

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. (       )	
City	State	Zip + 4	

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**BID FORM**

TURTLE SHELL PINE (41-029-15)  
T48N, R15W, SEC. 05; T48N, R15W, SEC. 06; Alger COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on May 25, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Red Pine	4,047.00 Cords	\$ 70.35/Cord	\$ _____

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$13,580.25 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>
Balsam Fir	36.00 Cords	\$ 18.15/Cord
Beech	2.00 Cords	\$ 23.60/Cord
Black Spruce	3.00 Cords	\$ 18.60/Cord
Jack Pine	67.00 Cords	\$ 41.85/Cord
Mixed Aspen	56.00 Cords	\$ 30.65/Cord
Mixed Hardwood	116.00 Cords	\$ 25.50/Cord
White Pine	173.00 Cords	\$ 30.70/Cord
White Spruce	1.00 Cords	\$ 34.40/Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 8.24 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

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



**TIMBER SALE  
VERIFICATION OF WORKER'S DISABILITY  
COMPENSATION ACT COMPLIANCE**

*As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525  
of Act 451 of 1994, as amended.*

FOR DEPARTMENT USE ONLY	
Sale or Permit No	
Year:	Type:
Forest Area:	

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

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

Please Check Appropriate Categories:

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

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. (       )	
City	State	Zip + 4	

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

