

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #5554**

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on January 27, 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:

MHM:4-16 EAB & SBW SALVAGE (41-004-16-01) / T45N, R13W, SEC. 01, NWSW,SWSW,SESW. T45N, R13W, SEC. 12, S1/2NW,NWNW,SWNE,NWSE.

Schoolcraft County, Advertised Price \$12,578.55, 111.0 Acres,

SALE NOTE: Within Payment Units 1 and 2, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

Emerald Ash Borer does not appear to be within the sale yet, but it is in the vicinity. Therefore, the Purchaser should harvest the wood as soon as possible.

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.

KREGG BAY (41-014-15-01) / T38N, R18W, SEC. 06, NWSW.

Delta County, Advertised Price \$19,999.20, 31.0 Acres,

SALE NOTE: Harvesting is limited to the period of December 1 to March 31 to provide browse and to protect endangered species.

Special protection areas are the Lake Michigan buffer, which is excluded with red paint.

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 January 27, 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. 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.

KEITH CREAGH
Director

# TIMBER SALE INFORMATION

# MHM:4-16 EAB & SBW SALVAGE (41-004-16-01)

T45N, R13W, SEC. 01; T45N, R13W, SEC. 12. Schoolcraft County (Advertised Price \$12,578.55)

SALE NOTE: Within Payment Units 1 and 2, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

Emerald Ash Borer does not appear to be within the sale yet, but it is in the vicinity. Therefore, the Purchaser should harvest the wood as soon as possible.

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:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ADVERTISED PRICE		
Pulpwood					
Balsam Fir	121.00 Cords	\$	18.75 / Cord		
Mixed Aspen	26.00 Cords	\$	31.65 / Cord		
White Ash	510.00 Cords	\$	18.40 / Cord		

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$102.90:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE				
Pulpwood							
Red Maple	2.00 Cords	\$	15.95 / Cord				
W. Spruce	2.00 Cords	\$	35.50 / Cord				

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 31.03 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 \$630.00 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 06/30/2018.

# Sale Specific Conditions & Requirements

Sale Name: Mhm:4-16 Eab & Sbw Salvage Sale Number: 41-004-16-01

#### 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/or 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. The painted boundary line trees are not Included Timber and are to be protected.

# 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 3, cut all trees that are two (2) inches or more at DBH; except cedar, hemlock, and oak.

# 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 1 and 2, all ash, white spruce, and fir are designated for cutting which meet minimum piece specifications in 2.2 - Utilization.

# 3 - Payments

# 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.

### 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.

### 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. 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

# 5.2.3.3 - Bark slippage restriction (3/09)

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

# 5.2.4 - 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.

# 5.2.41 - Snowmobile trail protection (9/11)

The Old Seney Road is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. A snow covered base must be left on the 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 Old Seney Road prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

### 7 - Other Conditions

#### 7.3 - Contract Modifications

### 7.3.1 - 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.

# 7.5 - Loss

# 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from emerald ash borer. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 12/17/2015 9:23:50AM

Michigan Department of Natural Resources & Environment, Forest Management Division  TIMBER SALE MAP  This information provided by authority of Part 525, 1994 PA 451, as amended.										/b					
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# TIMBER SALE INFORMATION

# KREGG BAY (41-014-15-01)

T38N, R18W, SEC. 06.

Delta County (Advertised Price \$19,999.20)

SALE NOTE: Harvesting is limited to the period of December 1 to March 31 to provide browse and to protect endangered species.

Special protection areas are the Lake Michigan buffer, which is excluded with red paint.

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:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVI	ADVERTISED PRICE			
Sawlogs Red Pine	21.30	MBF	\$	230.00 / MBF			
Pulpwood							
Mixed Hardwood	82.00	Cords	\$	32.15 / Cord			
Red Pine	72.00	Cords	\$	90.00 / Cord			
White Pine	107.00	Cords	\$	31.50 / Cord			

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,613.40:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	ADVERTISED PRICE		
Sawlogs White Pine Pulpwood	17.90	MBF	\$	28.00 / MBF	
Balsam Fir	38.00	Cords	\$	21.95 / Cord	
Paper Birch	26.00	Cords	\$	21.05 / Cord	
W. Spruce	18.00	Cords	\$	40.60 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 26.23 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 \$1,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 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: Kregg Bay Sale Number: 41-014-15-01

#### 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/or 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. The painted boundary line trees are not Included Timber and are to be protected. 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

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH except hemlock, oak and trees marked with green paint above and below stump height.

Within Payment Unit 2, cut all trees that meet minimum standards in 2.2 Utilization except hemlock, oak and cedar. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries, are not Included Timber and are to be protected.

### 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit 1 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

# 2.2.10 - No chipping tops and limbs (4/12)

Within Payment Unit(s) 1 and 2, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of hardwood trees less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

# 3 - Payments

# 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.

# 3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are the Lake Michigan Buffer which is excluded with red paint. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$1,000 as fixed, agreed and liquidated damages for each acre or part thereof 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. The closed road depicted on the Timber Sale Map serves as a walking trail to Lake Michigan. It must be left in a slash free and rut free condition following harvesting operations.

# 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. 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. 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. The grading equipment to be used must be approved by the Unit Manager or his/her representative. If harvesting operations are confined to exclusively frozen winter conditions, grading of roads following completion of harvesting will not be required unless damage is present.

# 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. 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.

# 5.2.3 - Operating Restrictions

# 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the

period of December 1 to March 31. This restriction is to provide browse and protect endangered species.

### 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.

# 5.2.37 - No decking areas (12/08)

No decking is allowed on the Portage Bay Road.

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

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

#### 5.4 - Soil Protection

# 5.4.1 - Rutting restriction, general (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.

Section Name: Sale Specific Current as of 11/30/2015 3:34:55PM

DNR	٨	Michigan Department of Natural Resources - Forest Resources Division  TIMBER SALE MAP							Sale Number Year			Year /
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TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

# **BID FORM**

# KREGG BAY (41-014-15-01) T38N, R18W, SEC. 06; Delta COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on January 27, 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.

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME</b>	<u>ADVERTISED PRICE</u>	<b>BID PRICE</b>
Sawlogs Red Pine	21.30 MBF	\$ 230.00/MBF	\$
Pulpwood			
Mixed Hardwood	82.00 Cords	\$ 32.15/Cord	\$
Red Pine	72.00 Cords	\$ 90.00/Cord	\$
White Pine	107.00 Cords	\$ 31.50/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,613.40:

ESTIMATED V	/OLUME*	<u>ADV</u>	ERTISED PRICE
17.90 l	MBF	\$	28.00/MBF
38.00	Cords	\$	21.95/Cord
26.00	Cords	\$	21.05/Cord
18.00	Cords	\$	40.60/Cord
	17.90 38.00 26.00	26.00 Cords	17.90 MBF \$ 38.00 Cords \$ 26.00 Cords \$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 26.23 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	R:				
	Company or individual bidding:							
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL I	ROM YOUR PROSI	PECTUS IN THE ABOVE BOX.				
ndividual	or company representative's signatu	re:		Date:				
Phone nu	ımber :	E	mail (optional):					



# Michigan Department of Natural Resources Forest, Mineral and Fire Management

# **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 signatu	res.							
Ple	Please Check Appropriate Categories:								
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation								
2.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>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).</li> <li>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.</li> </ul>								
3.	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the numb including family members and active partners (if none, you must enter "CFull Time Employees								
Nan	Name of Business Feder	al ID (or) Social Security No.							
Add	Address Telepi	none No.							
City	City State	Zip + 4							
cov -	hereby certify that the above information is true and correct. I agree to notificoverage during any of my present and future operations.  Signature of Owner or Authorized Representative								
	Title	Date							

SHINGLETON MANAGEME SHINGLETON

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

# **BID FORM**

# MHM:4-16 EAB & SBW SALVAGE (41-004-16-01) T45N, R13W, SEC. 01; T45N, R13W, SEC. 12; Schoolcraft COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on January 27, 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.

PRODUCTS & SPECIES Pulpwood	ESTIMATED VOLUME*	AD	VERTISED PRICE	BID PRICE
Balsam Fir	121.00 Cords	\$	18.75/Cord	\$
Mixed Aspen	26.00 Cords	\$	31.65/Cord	\$
White Ash	510.00 Cords	\$	18.40/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$102.90:

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	ADVERTISED PRICE	
Pulpwood			
Red Maple	2.00 Cords	\$	15.95/Cord
W. Spruce	2.00 Cords	\$	35.50/Cord

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:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual	or company representative's signat	any representative's signature: Date:				
Phone number : Email (optional):						

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 31.03 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.



# Michigan Department of Natural Resources Forest, Mineral and Fire Management

# **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.				
Ple	ase Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation				
2.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>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).</li> <li>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.</li> </ul>				
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the including family members and active partners (if none, you must e		nd part time employees other than yourself Part Time Employees		
Name of Business		Federal ID (or) Social Security No.			
Address		Telephone No.			
City	State		Zip + 4		
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					
			<u> </u>		