

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6162**

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on February 21, 2018. 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:

#### Break Up Land (41-025-17)

Schoolcraft County, Advertised Price \$353,341.65, 463.3 Acres, Red Pine, White Pine.

SALE NOTE: Road work is required on this sale. See Sale Spec 4.1.8 for requirements.

The county must be contacted prior to harvesting in the county road right-of-way. This applies to the High Rollways Road.

Within Payment Unit 3, harvesting is restricted during the period of April 1 to July 15 due to sharp tail grouse management. Within Payment Unit 2, operations are limited to snow free conditions to promote regeneration. Within Payment Unit 16, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

The High Rollways Road 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.

#### Big Hero Mix (41-026-17)

Schoolcraft County, Advertised Price \$27,315.85, 177.0 Acres, Red Pine, Spruce/Fir/Tamarack.

SALE NOTE: Payment Unit 1 is an optional Unit. See Sale Spec 2.1.11 for additional information.

The County must be contacted prior to crossing or harvesting in the County Road right-of-way. This applies to the Carlson Road.

Within Payment Unit 7, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

#### MHM:18-16 (41-018-16)

Schoolcraft County, Advertised Price \$46,508.70, 59.0 Acres, Jack Pine, Spruce/Fir/Tamarack.

SALE NOTE: Chipping limbs or tops is not permitted.

No new roads will be permitted.

To protect threatened and endangered plant species, harvesting is limited to frozen conditions. This includes hauling on the Hartman Camp Road and the East/West road that access the sale.

#### BID INSTRUCTIONS (VER. 11/28/2017):

#### 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 February 21, 2018. For further information concerning this sale, contact Robert Burnham at 906-452-6227 extension 240.

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

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 9. Timber Sale Contract (11/17)

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.

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

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

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

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

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

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

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

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

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

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

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

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

- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

KEITH CREAGH Director

#### TIMBER SALE INFORMATION

#### Break Up Land (41-025-17)

Schoolcraft County (Advertised Price \$353,341.65)

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The High Rollways Road 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.

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>ESTIMATE</b>	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
Paper Birch	1.80	MBF	\$	86.00 / MBF
Red Maple	16.90	MBF	\$	129.00 / MBF
Sugar Maple	5.20	MBF	\$	375.00 / MBF
Pulpwood				
Balsam Fir	4.00	Cords	\$	22.40 / Cord
Black Spruce	15.00	Cords	\$	30.95 / Cord
Jack Pine	410.00	Cords	\$	45.85 / Cord
Mixed Aspen	1,522.00	Cords	\$	33.30 / Cord
Mixed Hardwood	564.00	Cords	\$	19.70 / Cord
Red Pine	3,514.00	Cords	\$	64.60 / Cord
White Pine	1,708.00	Cords	\$	23.95 / Cord

<sup>\*</sup> 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 \$17,667.00 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 06/30/2021.

### **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	2.0	Cords	11.9	\$7,332.30
	Mixed Hardwood		4.0	Cords		
	Red Pine		99.0	Cords		
	White Pine		32.0	Cords		
2	Black Spruce	Pulpwood	6.0	Cords	42.6	\$38,121.30
	Mixed Hardwood		4.0	Cords		
	Red Pine		457.0	Cords		
	White Pine		348.0	Cords		
3	Mixed Aspen	Pulpwood	276.0	Cords	5.8	\$9,249.90
	Mixed Hardwood	'	3.0	Cords		, ,
4	Jack Pine	Pulpwood	3.0	Cords	5.9	\$4,031.85
-	Mixed Aspen		5.0	Cords		<b>¥</b> 1,00 1101
	Mixed Hardwood		13.0	Cords		
	Red Pine		53.0	Cords		
	White Pine		2.0	Cords		
5	Mixed Aspen	Pulpwood	216.0	Cords	13.2	\$12,959.90
5	Mixed Aspen	Taipwood	39.0	Cords	10.2	Ψ12,909.90
	Red Pine		67.0	Cords		
	White Pine		28.0	Cords		
6		Dulpwood	45.0	Cords	37.5	¢20 E40 45
О	Jack Pine	Pulpwood		1	37.5	\$29,510.45
	Mixed Hardwood		10.0	Cords		
	Red Pine		407.0	Cords		
	White Pine		40.0	Cords		
7	Black Spruce	Pulpwood	9.0	Cords	17.2	\$13,261.25
	Jack Pine		80.0	Cords		
	Red Pine		139.0	Cords		
	White Pine		14.0	Cords		
8	Paper Birch	Sawtimber	1.8	MBF	15.3	\$9,227.35
	Jack Pine	Pulpwood	16.0	Cords		
	Mixed Aspen		25.0	Cords		
	Mixed Hardwood		71.0	Cords		
	Red Pine		66.0	Cords		
	White Pine		77.0	Cords		
9	Jack Pine	Pulpwood	123.0	Cords	17.2	\$8,194.25
	Mixed Aspen		3.0	Cords		
	Red Pine		38.0	Cords		
0	Jack Pine	Pulpwood	107.0	Cords	12.8	\$13,589.75
	Mixed Aspen		34.0	Cords		
	Red Pine		108.0	Cords		
	White Pine		24.0	Cords		
1	Jack Pine	Pulpwood	5.0	Cords	3.2	\$962.90
	Mixed Aspen		6.0	Cords		
	Mixed Hardwood		4.0	Cords		
	White Pine		19.0	Cords		
12	Jack Pine	Pulpwood	16.0	Cords	33.9	\$23,049.45
	Mixed Aspen	l alphood	190.0	Cords	00.0	φ20,010.10
	Mixed Hardwood		17.0	Cords		
	Red Pine		107.0	Cords		
	White Pine		365.0	Cords		
13	Jack Pine	Pulpwood		<del> </del>	1.9	\$520.00
J		r uipwood	2.0	Cords	1.9	\$529.00
	Mixed Aspen		4.0	Cords		
	Red Pine		1.0	Cords		
	White Pine		10.0	Cords		***
14	Red Maple	Sawtimber	12.1	MBF	34.0	\$38,401.70
	Jack Pine	Pulpwood	5.0	Cords	1	

## Description of Timber by Payment Unit (PU), con't

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
14 con't	Mixed Aspen	Pulpwood	580.0	Cords		
	Mixed Hardwood		210.0	Cords		
	Red Pine		147.0	Cords		
	White Pine		153.0	Cords		
15	Jack Pine	Pulpwood	6.0	Cords	10.4	\$8,442.45
	Mixed Aspen		80.0	Cords		
	Mixed Hardwood		19.0	Cords		
	Red Pine		16.0	Cords		
	White Pine		171.0	Cords		
16	Red Maple	Sawtimber	4.8	MBF	14.0	\$5,251.75
	Sugar Maple		5.2	MBF		
	Mixed Aspen	Pulpwood	3.0	Cords		
	Mixed Hardwood		108.0	Cords		
	White Pine		19.0	Cords		
17	Balsam Fir	Pulpwood	4.0	Cords	12.1	\$829.80
	Mixed Aspen		6.0	Cords		
	Mixed Hardwood		25.0	Cords		
	White Pine		2.0	Cords		
18	Mixed Aspen	Pulpwood	34.0	Cords	13.7	\$32,608.30
	Mixed Hardwood	'	22.0	Cords		,
	Red Pine		462.0	Cords		
	White Pine		50.0	Cords		
19	Mixed Aspen	Pulpwood	3.0	Cords	26.8	\$13,663.40
	Mixed Hardwood	'	4.0	Cords		,
	Red Pine		208.0	Cords		
	White Pine		2.0	Cords		
20	Mixed Aspen	Pulpwood	46.0	Cords	6.1	\$4,140.55
	Mixed Hardwood		1.0	Cords		<b>,</b> , , , , , , , , , , , , , , , , , ,
	Red Pine		36.0	Cords		
	White Pine		11.0	Cords		
21	Red Pine	Pulpwood	46.0	Cords	2.7	\$3,618.25
	White Pine	i dipirood	27.0	Cords	,	ψο,ο το.Ξο
22	Mixed Hardwood	Pulpwood	4.0	Cords	44.2	\$24,871.10
	Red Pine	l alpwood	343.0	Cords		Ψ21,071.10
	White Pine		110.0	Cords		
23	Red Pine	Pulpwood	364.0	Cords	39.2	\$24,280.80
20	White Pine	i dipwood	32.0	Cords	33.2	Ψ2+,200.00
24	Mixed Aspen	Pulpwood	11.0	Cords	41.7	\$27,213.90
∠+	Mixed Aspen Mixed Hardwood	i dipwood	6.0	Cords	41.7	φ21,213.90
	Red Pine		350.0	Cords		
	White Pine		350.0 172.0	Cords		
	AAIIIGI IIIG	<u> </u>	<u> </u>	<u> </u>	l	
		TOTAL:	23.9	MBF		
		TOTAL:	7,737.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Break Up Land Sale Number: 41-025-17 Seq#: 2

#### 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. The painted boundary line trees are not Included Timber and are to be protected, unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 3, 5, 13, 14, 15, 17 and 21, cut all hardwood and aspen trees that are two (2) inches or more at DBH, except do not cut oak. In addition, cut all other trees that meet minimum piece specifications in 2.2 Utilization, except do not cut hemlock. Also, do not cut red pine and white pine within Payment Unit 3, and cedar within Payment Unit 21.

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

Within Payment Unit(s) 6 and 18, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut hemlock and oak. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 1, 4, 7-12, 16, 19, 20 and 22-24, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition:

Within Payment Unit(s) 16, all beech and ash are designated for cutting, unless marked with green paint.

Within Payment Unit(s) 1, 4, 7-12, and 20, all jack pine, aspen, fir, spruce, birch and hardwood are designated for cutting, unless marked with green paint.

#### 2.1.5 - Overstory removal unit(s) (8/11)

Within Payment Unit(s) 2, all trees which meet minimum piece specifications in 2.2 Utilization, are designated for cutting, except do not cut hemlock, oak, cedar, and any trees marked with green paint.

#### 2.2 - Utilization

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

Stump heights within Payment Unit(s) 1, 6-13, 18, 19, and 22-24 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 planting operations.

#### 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 20 and 21, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) over \$10,000 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

#### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

Within the Payment Unit 2, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

#### 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. 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.

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

The following road work is required: 500 cubic yards of breaker run gravel containing rock no larger than 3 inches in diameter must be purchased, hauled, and spread at locations determined by the sale administrator. Gravel locations will be between M-94 and the sale area on state forest roads which will be used for hauling. All work will be at the Purchaser's expense and must be completed prior to harvesting, unless otherwise approved by the Unit Manager or his/her representative.

#### 4.1.10 - Oversight (12/08)

The Unit Manager, or his/her representative, must be present when the road improvement project is initiated.

#### 4.2 - Maintenance

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

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or 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 crossing or harvesting in the county road R-O-W. This applies to the High Rollways Road.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations. 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 (10/16)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 2, operations are limited to snow free conditions. This restriction is to promote regeneration.

Within Payment Unit(s) 3, unless changed by written agreement, cutting, skidding, and hauling are restricted during the period of April 1 to July 15. This restriction is for sharptail grouse management.

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

Within Payment Unit(s) 16, 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.

#### 5.2.3.6 - 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

#### 5.2.4.4 - Dead and down creation, grouse (8/13)

To encourage grouse and other wildlife, in Payment Unit(s) 3, 5, 14, and 15, leave one, 8" diameter or larger log-length (8 foot minimum) piece on the ground for every 1 acre. These will be evenly scattered throughout the unit.

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

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

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

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

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

High Rollways 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. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. The snowmobile trail may only be crossed at right angles during this time period at locations designated by the sale administrator. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 5.4 - Soil Protection

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

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

#### 5.8 - Protection of Endangered Species

#### 5.8.3 - Red shoulder hawk or goshawk (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from April 1 to July 30. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

#### 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 snowmobile trail (High Rollways Road) 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.

#### 7 - Other Conditions

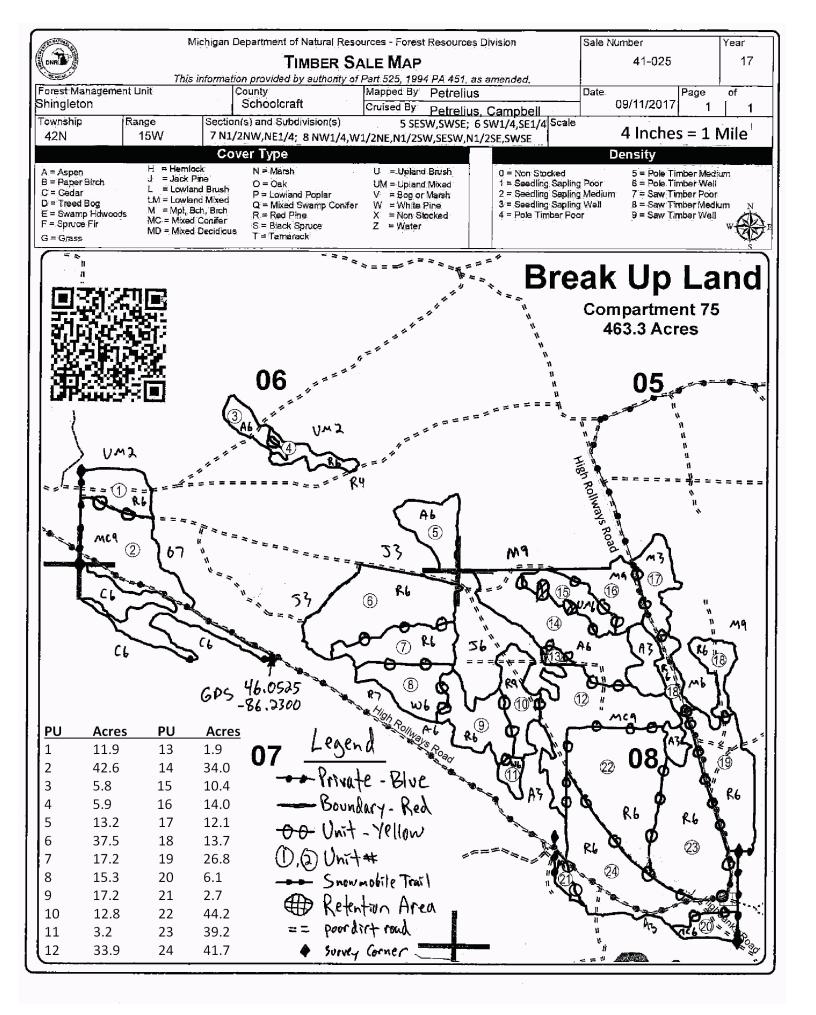
#### 7.3 - Contract Modifications

#### 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 1/11/2018 2:07:56PM



#### TIMBER SALE INFORMATION

#### Big Hero Mix (41-026-17)

Schoolcraft County (Advertised Price \$27,315.85)

SALE NOTE: Payment Unit 1 is an optional Unit. See Sale Spec 2.1.11 for additional information.

The County must be contacted prior to crossing or harvesting in the County Road right-of-way. This applies to the Carlson Road.

Within Payment Unit 7, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

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>ESTIMATE</b>	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
Paper Birch	0.70	MBF	\$	99.00 / MBF
Red Maple	0.80	MBF	\$	149.00 / MBF
Red Oak	5.90	MBF	\$	264.00 / MBF
Sugar Maple	1.20	MBF	\$	434.00 / MBF
Pulpwood				
Balsam Fir	40.00	Cords	\$	25.95 / Cord
Jack Pine	24.00	Cords	\$	53.05 / Cord
Mixed Aspen	28.00	Cords	\$	38.50 / Cord
Mixed Hardwood	79.00	Cords	\$	22.80 / Cord
Paper Birch	4.00	Cords	\$	26.90 / Cord
Red Oak	53.00	Cords	\$	23.25 / Cord
Red Pine	192.00	Cords	\$	74.75 / Cord
White Pine	69.00	Cords	\$	27.70 / Cord
White Spruce	63.00	Cords	\$	35.80 / Cord

<sup>\*</sup> 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 \$1,366.00 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 12/31/2021.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	18.0	Cords	42.3	\$1,023.30
	Mixed Hardwood		3.0	Cords		
2	Balsam Fir	Pulpwood	40.0	Cords	23.3	\$4,281.30
	Jack Pine		2.0	Cords		
	Mixed Aspen		13.0	Cords		
	Mixed Hardwood		13.0	Cords		
	Paper Birch		2.0	Cords		
	White Pine		5.0	Cords		
	White Spruce		60.0	Cords		
3	Red Pine	Pulpwood	57.0	Cords	25.2	\$4,260.75
4	Red Oak	Sawtimber	3.2	MBF	35.1	\$7,725.50
	Jack Pine	Pulpwood	2.0	Cords		
	Mixed Aspen		2.0	Cords		
	Mixed Hardwood		2.0	Cords		
	Red Oak		29.0	Cords		
	Red Pine		67.0	Cords		
	White Pine		35.0	Cords		
5	Red Oak	Sawtimber	2.7	MBF	28.7	\$6,391.25
	Jack Pine	Pulpwood	2.0	Cords		
	Mixed Aspen		2.0	Cords		
	Mixed Hardwood		1.0	Cords		
	Red Oak		24.0	Cords		
	Red Pine		55.0	Cords		
	White Pine		29.0	Cords		
6	Red Pine	Pulpwood	13.0	Cords	3.0	\$971.75
7	Paper Birch	Sawtimber	0.7	MBF	19.4	\$2,662.00
	Red Maple		0.8	MBF		
	Sugar Maple		1.2	MBF		
	Mixed Aspen	Pulpwood	11.0	Cords		
	Mixed Hardwood		60.0	Cords		
	Paper Birch		2.0	Cords		
	White Spruce		3.0	Cords		
		TOTAL:	8.6	MBF		
		TOTAL:	552.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Big Hero Mix Sale Number: 41-026-17 Seq#: 2

#### 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. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, 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) 3 - 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within Payment Unit 7, all beech is designated for harvest unless marked with green paint.

#### 2.1.11 - Description of timber note (2/04)

Note that Payment Unit 1 is optional because trees may have char on them from an old prescribed burn. If the Purchaser decides not to harvest this unit, the unit will be removed with a Timber Sale Contract Supplement and liquidated damages will not be assessed.

#### 2.2 - Utilization

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

Stump heights within Payment Units 3 and 6, 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 planting operations.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Within Payment Unit 6, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$500 per acre for all acreage within that specified portion of the sale area that was damaged.

#### 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. 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 double earthen berms at strategic locations. 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

#### 4.2.2 - 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.

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

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or 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 crossing or harvesting in the county road R-O-W. This applies to the Carlson Road.

#### 5 - Operations

#### 5.1 - Notification

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

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

#### 5.1.4 - Post-sale conference (10/16)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 7, 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.

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

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

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

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

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

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

#### 5.4 - Soil Protection

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

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

#### 5.8 - Protection of Endangered Species

#### 5.8.3 - Red shoulder hawk or goshawk (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from April 1 to July 30. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

#### 7 - Other Conditions

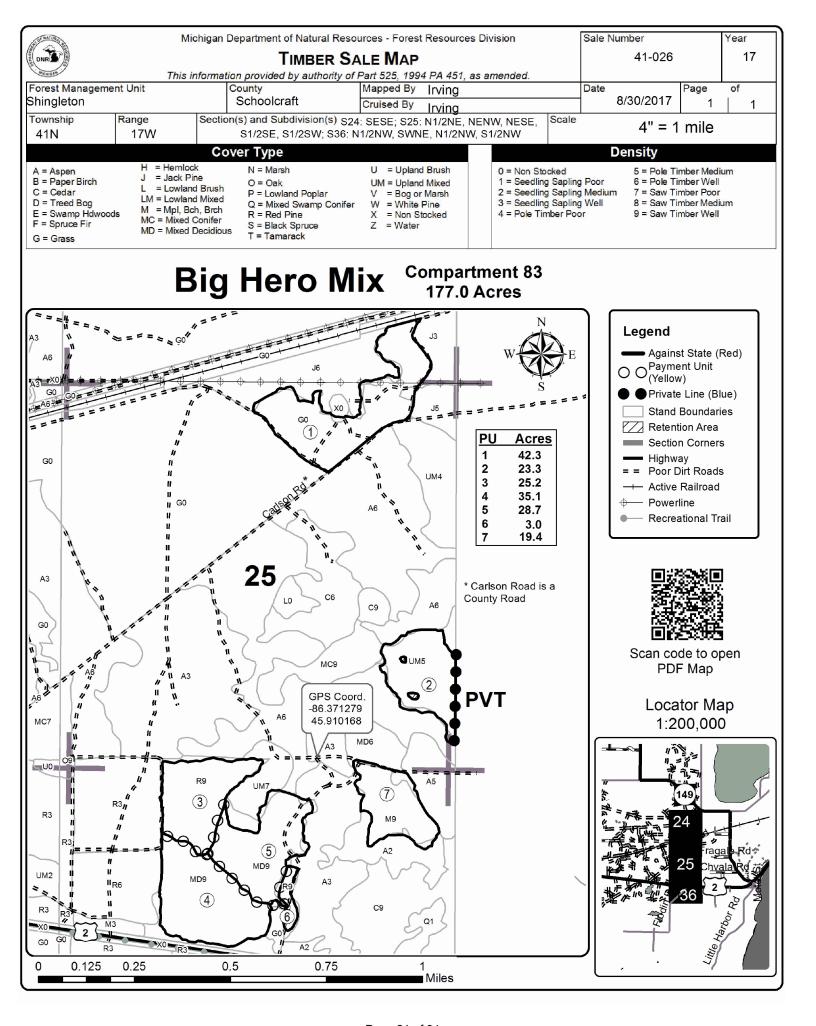
#### 7.3 - Contract Modifications

#### 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

Section I	Name: Sal	e Specific		Current as of	· 1/11/2018	10:11:50AM



#### TIMBER SALE INFORMATION

#### MHM:18-16 (41-018-16)

Schoolcraft County (Advertised Price \$46,508.70)

SALE NOTE: Chipping limbs or tops is not permitted.

No new roads will be permitted.

To protect threatened and endangered plant species, harvesting is limited to frozen conditions. This includes hauling on the Hartman Camp Road and the East/West road that access the sale.

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>		ADVERTISED PRICE		
Pulpwood					
Black Spruce	130.00	Cords	\$	26.65 / Cord	
Jack Pine	935.00	Cords	\$	39.50 / Cord	
Red Pine	105.00	Cords	\$	55.65 / Cord	
White Pine	13.00	Cords	\$	20.65 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.17 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 \$2,325.00 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 06/30/2020.

#### **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Spruce	Pulpwood	127.0	Cords	43.3	\$31,864.05
	Jack Pine		721.0	Cords		
2	Black Spruce	Pulpwood	3.0	Cords	15.7	\$14,644.65
	Jack Pine		214.0	Cords		
	Red Pine		105.0	Cords		
	White Pine		13.0	Cords		
		TOTAL:	1,183.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: MHM:18-16 Sale Number: 41-018-16 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 red and yellow 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

#### 2.1.2 - 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 red pine, 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.

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

Within Payment Unit(s) 2, all trees which meet minimum piece specifications in 2.2 Utilization, are designated for cutting, except those marked with green paint. Special protection trees identified in accordance with condition 3.4.2, 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 the Sale Area shall not exceed 12 inches. This is in order to facilitate planting operations.

#### 2.2.10 - No chipping tops and limbs (8/16)

Within Payment Unit(s) 1 and 2, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 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 \$100.00 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.

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

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.

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

No new roads will be permitted. All operations are limited to existing roads. Skid trails only will be allowed.

#### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling is restricted to frozen conditions on the Hartman Camp Road and the East/West road that accesses the sale. No widening of these roads can be done. The restriction is because of threatened and endangered plants along the roads.

#### 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 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

#### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, within the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (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 frozen conditions. This restriction is because of threatened and endangered plants along the roads.

#### 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.

#### 5.4 - Soil Protection

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

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

#### 5.8 - Protection of Endangered Species

#### 5.8.3 - Red shoulder hawk or goshawk (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from April 1 to July 30. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

#### 7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

There is no ash or "firewood" in this sale, but 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 1/10/2018 1:17:28PM



#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management

#### TIMBER SALE MAP

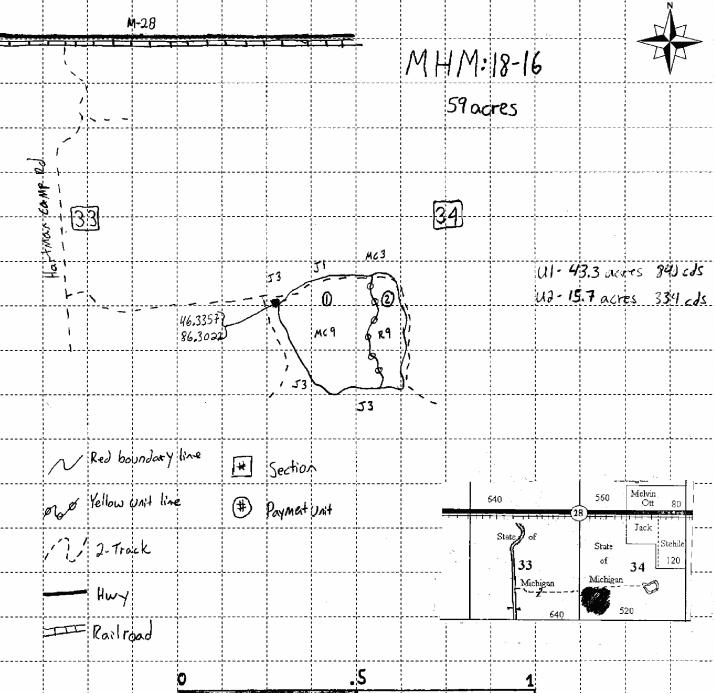
This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

Sale Number 41-018-16-01

Year 2016

Forest Management Unit Mapped By Molin Date Page of Schoolcraft 09/26/16 Shingleton Cruised By Molin 1 Section(s) and Subdivision(s) Township Range Scale: |...4 ".....| = 1 mile 46 N 34: 16

Cover Type Density A = Aspen B = Paper Birch G = Grass 0 = 0ak U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium V = Bog or Marsh W = White Pine P = Lowland Poplar 6 = Pole Timber Well H = Hemlock 1 = Seedling Sapling Poor C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr 2 = Seedling Sapling Medium 7 = Saw Timber Poor D = Treed 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



PR 4030-1b (Rev. 05/24/2007)

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

#### MHM:18-16 (41-018-16) ; Schoolcraft COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on February 21, 2018, 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.

PROD	OUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	ADVERTISED PRICE		<b>BID PRICE/UNIT</b>
⊃ulpw	ood .					
В	lack Spruce	130.00	Cords	\$	26.65/Cord	\$
J	ack Pine	935.00	Cords	\$	39.50/Cord	\$
R	led Pine	105.00	Cords	\$	55.65/Cord	\$
V	Vhite Pine	13.00	Cords	\$	20.65/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 13.17 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 SOCI	AL SECURITY NUMBER	:	
	Company or individu	ıal bidding:			
	Company representa	ative's name:			
	Address:				
	City:	State:	Zip:		
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	dividual or company representative's signature: Date:				
Phone nu	hone 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



#### Michigan Department of Natural Resources Forest Resources Division

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

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
5
Forest Management Unit:

As required by Act 217 P. A. 1060 (Marker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended.	i) and			
VE	RIFICATION OF WORKER'S DISABILITY COMPENS.	ATION ACT COMPL	IANCE		
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.  In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•					
•	All Information must be typed or printed except for written signatures.				
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of to A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	the boxes below):			
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Exclusion (BWC-337, Rev. 5/96). I will provide a copy questions or a copy of the BWC-337, please call the VC.</li> <li>C.  I certify my business has a Worker's Compensation Poone (21) days of the contract award.</li> </ul>	Worker's Compensation of the Notice of Exclus Norker's Compensation	n Act through the use of an approved Notice of ion within 21 days of the contract award. (For Bureau at 517-322-1195).		
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indithan yourself, including family members and active part				
	Full-time Employees	_	Part-time Employees		
Nam	ne of Business	Federal ID (or) Socia	al Security No.		
Add	ress	Telephone ( )			
City	State	ZIP			
	ereby certify that the above information is true and corre actors affecting my coverage during any of my present a				

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

Date

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

#### **BID FORM**

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

#### Big Hero Mix (41-026-17) ; Schoolcraft COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on February 21, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED VO	LUME* A	DVERTISED PRICE	BID PRICE/UNIT
Paper Birch	0.70 ME	BF \$	99.00/MBF	\$
Red Maple	0.80 ME	BF \$	149.00/MBF	\$
Red Oak	5.90 ME	BF \$	264.00/MBF	\$
Sugar Maple	1.20 ME	BF \$	434.00/MBF	\$
Pulpwood				
Balsam Fir	40.00 Co	rds \$	25.95/Cord	\$
Jack Pine	24.00 Co	rds \$	53.05/Cord	\$
Mixed Aspen	28.00 Co	rds \$	38.50/Cord	\$
Mixed Hardwood	79.00 Co	rds \$	22.80/Cord	\$
Paper Birch	4.00 Co	rds \$	26.90/Cord	\$
Red Oak	53.00 Co	rds \$	23.25/Cord	\$
Red Pine	192.00 Co	rds \$	74.75/Cord	\$
White Pine	69.00 Co	rds \$	27.70/Cord	\$
White Spruce	63.00 Co	rds \$	35.80/Cord	\$
1				

<sup>\*</sup>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:		
AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
ndividual	vidual or company representative's signature: Date:				
hone nu	none 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



#### Michigan Department of Natural Resources Forest Resources Division

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

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
Forest Management Unit:

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.

•	All Information must be typed or printed except t			In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
	All Information must be typed or printed except for written signatures.							
Plea	ease Check Appropriate Categories:							
	My business is organized as (you <b>must</b> check A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	one of the b	oxes belo	ow):				
	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>							
	If you have checked item 2(A) or 2(B), you methan yourself, including family members and action and some series and action and some series are some series.  Full-time Employees.	ctive partners						
Name	ne of Business		Federal ID	(or) Social Securi	ty No.			
Addre	ress		Telephone	)				
City	State		ZIP					
n fa Si	ereby certify that the above information is true and factors affecting my coverage during any of my properties.  Signature of Owner or Authorized Representative				higan DNR of any changes that occur			

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

#### Break Up Land (41-025-17) ; Schoolcraft COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on February 21, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	AD	VERTISED PRICE	BID PRICE/UNIT
Paper Birch	1.80	MBF	\$	86.00/MBF	\$
Red Maple	16.90	MBF	\$	129.00/MBF	\$
Sugar Maple	5.20	MBF	\$	375.00/MBF	\$
Pulpwood					
Balsam Fir	4.00	Cords	\$	22.40/Cord	\$
Black Spruce	15.00	Cords	\$	30.95/Cord	\$
Jack Pine	410.00	Cords	\$	45.85/Cord	\$
Mixed Aspen	1,522.00	Cords	\$	33.30/Cord	\$
Mixed Hardwood	564.00	Cords	\$	19.70/Cord	\$
Red Pine	3,514.00	Cords	\$	64.60/Cord	\$
White Pine	1,708.00	Cords	\$	23.95/Cord	\$
ı					

<sup>\*</sup>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:	<u></u>	
	Company or individual	oidding:			
	Company representativ	e's name:			
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE	THE PERSONALIZED LABEL F	ROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	
Individual	idual or company representative's signature: Date:				
Phone nu	hone 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



#### Michigan Department of Natural Resources Forest Resources Division

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

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
Forest Management Unit:

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

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

 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Ple	Please Check Appropriate Categories:					
1.	<ol> <li>My business is organized as (you must check one of the box</li> <li>A.  Sole Proprietorship (individual)</li> <li>B.  Partnership</li> <li>C.  Corporation</li> </ol>	xes below):				
3.	<ul> <li>A.  \[ \] I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  \[ \] I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  \[ \] I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>					
Nam	lame of Business	ederal ID (or) Social Security No.				
Add	Address Te	elephone )				
City	City State ZI	P				
in fa	hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative  Title  Date					
	THE	Dale				

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