

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6184

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

Shamrock Spruce (41-029-17)

Schoolcraft County, Advertised Price \$38,771.40, 59.1 Acres, Jack Pine, Spruce/Fir/Tamarack.

SALE NOTE: Roads may require the installation of culverts for cross drainage or at natural drainage ways. See Sale Spec 4.1.5 for additional information.

Road work is required on this sale. The advertised price for this sale has been reduced to reflect the required road work. See Sale Spec 4.1.8 for additional information.

River Points & Red Pine (41-030-17)

Schoolcraft County, Advertised Price \$79,811.30, 96.9 Acres, Hardwood, Red Pine.

SALE NOTE: Roads may require the installation of culverts for cross drainage or at natural drainage-ways. See Sale Spec 4.1.5 for additional information.

Access to Payment Unit 7 is through private land. Permission for access across private land is the responsibility of the Purchaser. See Sale Spec 4.4.1.

Within Payment Units 4, 5, 6 and 7, harvesting is limited to the period of December 1 through April 15 to provide browse for wintering deer. See Sale Spec 5.2.3.1.

Access may be through private land.

Seney Mixed Timber (41-039-17)

Schoolcraft County, Advertised Price \$29,280.30, 88.2 Acres, Hardwood, Spruce/Fir/Tamarack.

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

The County must be contacted prior to crossing the County Road right-of-way. See Sale Spec 4.3.2.

Payment Units 1-5 are limited to frozen conditions due to soft soils. Payment Units 6-8 are limited to the period of October 1 - March 31 to provide browse for wintering deer. See Sale Specs 5.2.3.1 and 5.2.3.2.

The Old Seney Road is a snowmobile trail shown on the Timber Sale Map. See 5.2.41 and 6.2.2 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.

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 July 25, 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

Shamrock Spruce (41-029-17)

Schoolcraft County (Advertised Price \$38,771.40)

SALE NOTE: Roads may require the installation of culverts for cross drainage or at natural drainage ways. See Sale Spec 4.1.5 for additional information.

Road work is required on this sale. The advertised price for this sale has been reduced to reflect the required road work. See Sale Spec 4.1.8 for additional information.

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*		<u>ADVI</u>	ADVERTISED PRICE	
Pulpwood					
Balsam Fir	7.00	Cords	\$	17.05 / Cord	
Black Spruce	910.00	Cords	\$	23.35 / Cord	
Jack Pine	372.00	Cords	\$	38.20 / Cord	
Quaking Aspen	5.00	Cords	\$	26.65 / Cord	
Red Maple	52.00	Cords	\$	17.65 / Cord	
Red Pine	32.00	Cords	\$	50.30 / Cord	
White Pine	25.00	Cords	\$	21.30 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.66 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 \$1,939.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	9.5%
02	26.4%
03	22.5%
04	36.4%
05	5.2%

- 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)

	MARKET ORGINA					
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Spruce	Pulpwood	86.0	Cords	5.9	\$3,698.75
	Jack Pine		24.0	Cords		
	Red Maple		7.0	Cords		
	Red Pine		7.0	Cords		
	White Pine		14.0	Cords		
2	Black Spruce	Pulpwood	272.0	Cords	14.5	\$10,243.80
	Jack Pine		94.0	Cords		
	Red Pine		6.0	Cords		
3	Black Spruce	Pulpwood	279.0	Cords	15.5	\$8,730.25
	Jack Pine		58.0	Cords		
4	Black Spruce	Pulpwood	232.0	Cords	18.3	\$14,094.40
	Jack Pine		196.0	Cords		
	Red Pine		19.0	Cords		
	White Pine		11.0	Cords		
5	Balsam Fir	Pulpwood	7.0	Cords	4.9	\$2,004.20
	Black Spruce		41.0	Cords		
	Quaking Aspen		5.0	Cords		
	Red Maple		45.0	Cords		
		TOTAL:	1,403.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Shamrock Spruce Sale Number: 41-029-17 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. 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) 1-5, cut all trees which meet minimum piece specifications in 2.2 Utilization, except hemlock and oak. In addition, do not cut any cedar or white pine in Payment Unit 5. Also, do not cut any trees marked with green paint within Payment Unit 1.

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.

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. be utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or

windrows.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing double earthen berms at strategic locations. 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: 100 cubic yards of breaker run gravel must be purchased, hauled and spread on the Haymeadow Road. The location of the work is shown on the Timber Sale Map. In addition to the rock, the Purchaser will need to place equalization culverts if needed. These culverts will be provided by the DNR. All work is at the Purchaser's expense. Road work must be done before hauling can begin, unless approved by the Unit Manager.

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.

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. 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

5.2.3.6 - 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 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 6/13/2018 3:15:55PM

ONR
Forest Management Unit

Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

Sale Number 41-29-17

Year 2017

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

Mapped By S.Clark

Date 8-14-2017 Page of

Compartment Number Township 26 T44N

Shingleton - Wyman

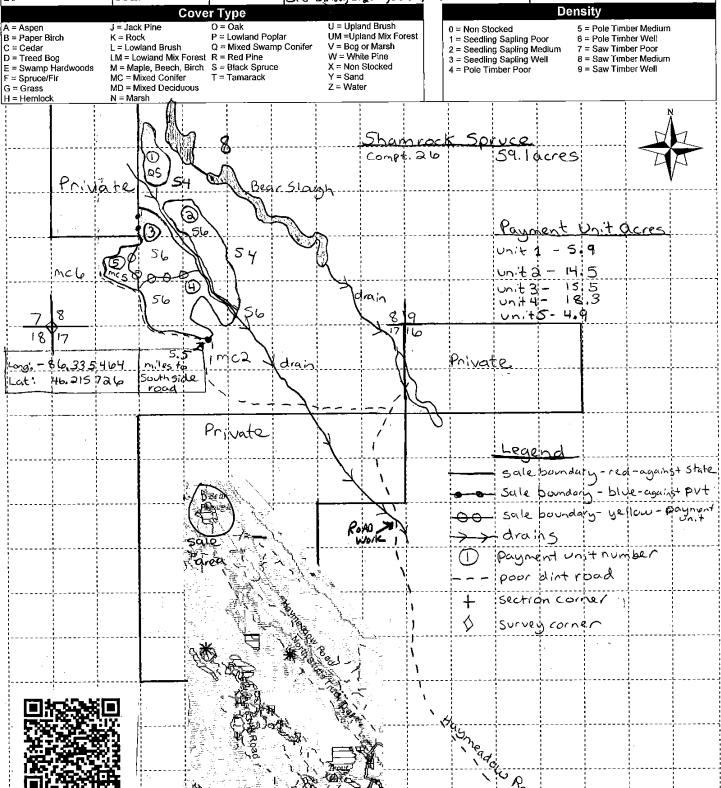
Range R16W

Schoolcraft

County

Cruised By S.Clark / D. Kuhr
Section(s) and Subdivision(s) 5,17 - NENW
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Scale: |...4......| = 1 mile



TIMBER SALE INFORMATION

River Points & Red Pine (41-030-17)

Schoolcraft County (Advertised Price \$79,811.30)

SALE NOTE: Roads may require the installation of culverts for cross drainage or at natural drainage-ways. See Sale Spec 4.1.5 for additional information.

Access to Payment Unit 7 is through private land. Permission for access across private land is the responsibility of the Purchaser. See Sale Spec 4.4.1.

Within Payment Units 4, 5, 6 and 7, harvesting is limited to the period of December 1 through April 15 to provide browse for wintering deer. See Sale Spec 5.2.3.1.

Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	7.40	MBF	\$	155.00 / MBF
Paper Birch	1.00	MBF	\$	64.00 / MBF
Red Maple	15.50	MBF	\$	89.00 / MBF
Sugar Maple	39.80	MBF	\$	280.00 / MBF
Yellow Birch	5.00	MBF	\$	82.00 / MBF
Pulpwood				
Balsam Fir	39.00	Cords	\$	18.35 / Cord
Jack Pine	4.00	Cords	\$	41.20 / Cord
Mixed Hardwood	530.00	Cords	\$	19.00 / Cord
Red Pine	794.00	Cords	\$	54.20 / Cord
White Pine	509.00	Cords	\$	22.95 / Cord

^{*} 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 \$3,991.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	4.3%
02	47.4%
03	17.5%
04	6.1%
05	6.8%
06	8.5%
07	9.4%

- 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	Red Pine	Pulpwood	20.0	Cords	3.5	\$3,470.80
	White Pine		104.0	Cords		
2	Balsam Fir	Pulpwood	11.0	Cords	27.1	\$37,762.80
	Jack Pine		4.0	Cords		
	Red Pine		593.0	Cords		
	White Pine		229.0	Cords		
3	Balsam Fir	Pulpwood	7.0	Cords	10.6	\$13,977.85
	Red Pine		181.0	Cords		
	White Pine		176.0	Cords		
4	Basswood	Sawtimber	1.3	MBF	12.1	\$4,836.60
	Red Maple		6.6	MBF		
	Sugar Maple		5.9	MBF		
	Yellow Birch		0.5	MBF		
	Balsam Fir	Pulpwood	2.0	Cords		
	Mixed Hardwood		122.0	Cords		
	Basswood		2.0	Cords		
	Red Maple		25.0	Cords		
	Sugar Maple		94.0	Cords		
	Yellow Birch		1.0	Cords		
5	Paper Birch	Sawtimber	0.9	MBF	18.8	\$5,454.45
	Red Maple		8.0	MBF		
	Sugar Maple		3.7	MBF		
	Yellow Birch		4.5	MBF		
	Balsam Fir	Pulpwood	11.0	Cords		
	Mixed Hardwood		162.0	Cords		
	Basswood		1.0	Cords		
	Paper Birch		2.0	Cords		
	Red Maple		101.0	Cords		
	Sugar Maple		45.0	Cords		
	Yellow Birch		13.0	Cords		
6	Basswood	Sawtimber	2.7	MBF	11.4	\$6,783.75
	Paper Birch		0.1	MBF		
	Red Maple		0.2	MBF		
	Sugar Maple		13.9	MBF		
	Balsam Fir	Pulpwood	3.0	Cords		
	Mixed Hardwood		126.0	Cords		
	Basswood		8.0	Cords		
	Paper Birch		1.0	Cords		
	Red Maple		6.0	Cords		
_	Sugar Maple	0	111.0	Cords	40.4	AT TOT 3
7	Basswood	Sawtimber	3.4	MBF	13.4	\$7,525.05
	Red Maple		0.7	MBF		
	Sugar Maple	Dulmaus - d	16.3	MBF		
	Balsam Fir	Pulpwood	5.0	Cords		
	Mixed Hardwood		120.0	Cords		
	Basswood		5.0	Cords		
	Red Maple		1.0	Cords		
	Sugar Maple		114.0	Cords		<u> </u>
		TOTAL:	68.7	MBF		
		TOTAL:	1,876.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: River Points & Red Pine Sale Number: 41-030-17 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) 2 and 3, cut all live and dead trees that are two (2) inches or more at DBH except hemlock and oak.

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

Within Payment Unit(s) 4, 5, 6, and 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all balsam fir are designated for harvest.

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

Within Payment Unit(s) 1, all trees which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except hemlock, oak and trees marked with green paint.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 2 and 3 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) 4, 5, 6 and 7, tops may not be chipped.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) with a value greater than \$15,000 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

3.4 - Damaged Timber

3.4.1 - 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 1, 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 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.

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

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

4.2 - Maintenance

4.2.4 - Grading (10/16)

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.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Private land access is required for Payment Unit 7.

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

5.2.1.2 - Slash Removal

5.2.1.2.6 - Slash removal, general (7/05)

All slash must be removed from the drainages and oxbows within Payment Units 4, 5, 6 and 7.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Units 2 and 3 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.

5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 50 feet inside the boundaries of Payment Units 2 and 3. Slash must be scattered and not left in piles.

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) 4, 5, 6, and 7, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to April 15. This restriction is to provide browse for wintering deer.

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.

5.2.17 - Crane Mats/Timber Mats (9/17)

Some roads or skid trails may require extra protection such as that afforded by Crane Mats/Timber Mats. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette ICC, the Newberry Field Office and the Grayling Field Office. Contact the sale administrator for specific details. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$125.00 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.2.41 - Snowmobile trail protection (9/11)

The Highwater Truck Trail is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail.

5.3 - Stream Protection

5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 50 feet of the Manistique River or oxbows unless approved by the

sale administrator.

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 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.

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TIMBER SALE INFORMATION

Seney Mixed Timber (41-039-17)

Schoolcraft County (Advertised Price \$29,280.30)

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

The County must be contacted prior to crossing the County Road right-of-way. See Sale Spec 4.3.2.

Payment Units 1-5 are limited to frozen conditions due to soft soils. Payment Units 6-8 are limited to the period of October 1 - March 31 to provide browse for wintering deer. See Sale Specs 5.2.3.1 and 5.2.3.2.

The Old Seney Road is a snowmobile trail shown on the Timber Sale Map. See 5.2.41 and 6.2.2 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	<u>ESTIMATE</u>	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
Basswood	12.20	MBF	\$	155.00 / MBF
Red Maple	9.50	MBF	\$	89.00 / MBF
Sugar Maple	29.20	MBF	\$	280.00 / MBF
Pulpwood				
B. T. Aspen	27.00	Cords	\$	28.70 / Cord
Balsam Fir	122.00	Cords	\$	18.35 / Cord
Basswood	21.00	Cords	\$	10.80 / Cord
Black Spruce	187.00	Cords	\$	25.20 / Cord
Mixed Hardwood	375.00	Cords	\$	19.00 / Cord
N. White Cedar	56.00	Cords	\$	11.05 / Cord
Paper Birch	92.00	Cords	\$	17.70 / Cord
Tamarack	88.00	Cords	\$	11.85 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 18.95 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 \$1,464.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	28.9%
02	1.9%
03	1.7%
04	5.7%
05	11.9%
06	21.8%
07	10.9%
08	17.2%

- 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	B. T. Aspen	Pulpwood	15.0	Cords	34.5	\$8,497.85
	Balsam Fir		92.0	Cords		
	Black Spruce		92.0	Cords		
	Mixed Hardwood		136.0	Cords		
	Black Ash		136.0	Cords		
	Paper Birch		60.0	Cords		
	Tamarack		35.0	Cords		
2	Black Spruce	Pulpwood	3.0	Cords	1.9	\$552.25
	N. White Cedar		4.0	Cords		
	Paper Birch		1.0	Cords		
	Tamarack		35.0	Cords		
3	Balsam Fir	Pulpwood	4.0	Cords	1.8	\$486.10
	Black Spruce		3.0	Cords		,,,,,,,
	N. White Cedar		8.0	Cords		
	Paper Birch		2.0	Cords		
	Tamarack		18.0	Cords		
4		Dedama			2.0	£4.077.70
4	Balsam Fir	Pulpwood	14.0	Cords	3.9	\$1,677.70
	Black Spruce		22.0	Cords		
	Mixed Hardwood		20.0	Cords		
	Black Ash		6.0	Cords		
	Red Maple		14.0	Cords		
	N. White Cedar		28.0	Cords		
	Paper Birch		10.0	Cords		
5	B. T. Aspen	Pulpwood	12.0	Cords	7.4	\$3,471.05
	Balsam Fir		9.0	Cords		
	Black Spruce		67.0	Cords		
	Mixed Hardwood		40.0	Cords		
	Red Maple		40.0	Cords		
	N. White Cedar		16.0	Cords		
	Paper Birch		19.0	Cords		
6	Basswood	Sawtimber	4.1	MBF	20.5	\$6,369.80
Ü	Red Maple	Cawaniber	6.3	MBF	20.0	ψο,οοο.οο
	Sugar Maple		12.1	MBF		
	Basswood	Pulpwood	7.0	I		
		Pulpwood		Cords		
	Mixed Hardwood		90.0	Cords		
	Red Maple		39.0	Cords		
	Sugar Maple		51.0	Cords		
7	Basswood	Sawtimber	3.1	MBF	7.0	\$3,196.00
	Red Maple		0.3	MBF		
	Sugar Maple		7.2	MBF		
	Basswood	Pulpwood	6.0	Cords		
	Mixed Hardwood		32.0	Cords		
	Red Maple		1.0	Cords		
	Sugar Maple		31.0	Cords		
8	Basswood	Sawtimber	5.0	MBF	11.2	\$5,029.55
•	Red Maple		2.9	MBF		\$0,020.00
	Sugar Maple		9.9	MBF		
	Balsam Fir	Pulpwood	3.0	Cords		
	Basswood		8.0	Cords		
				1		
	Mixed Hardwood		57.0	Cords		
	Red Maple		9.0	Cords		
	Sugar Maple		48.0	Cords		
		TOTAL:	50.9	MBF		

Sale Specific Conditions & Requirements

Sale Name: Seney Mixed Timber Sale Number: 41-039-17 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

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

Within Payment Unit(s) 1 - 5, cut all trees which meet minimum piece specifications in 2.2 Utilization except oak and hemlock. In addition, do not cut cedar in Payment Unit 1. 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) 6, 7 and 8, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.9 - Harvest exception (12/08)

Do not cut any cedar within Payment Unit 1 other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing cedar and to leave an intact stand upon sale completion. All cut cedar shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative. Stumpage price for cedar shall be \$50.00 per cord for posts and pulpwood, and \$100.00 per cord for bolts and sawlogs.

2.2 - Utilization

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1 - 8, no chipping is permitted.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) over \$15,000 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are hemlock and oak. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. 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: 100 cubic yards of pitrun gravel must be purchased, hauled and placed in holes along the access road for Payment Units 6 and 7. This work is to be done prior to trucking and is at the Purchaser's expense; no deductions will be given.

4.3 - Public Right-of-Way

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

The county must be contacted prior to crossing, harvesting or decking in the county road R-O-W.

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 - 5, unless changed by written agreement, cutting, skidding, and hauling are limited to frozen conditions. This timeframe is generally between December 1 and March 31. This restriction is to protect soft sensitive soils.

5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 6 - 8, unless changed by written agreement, cutting and skidding are limited to the period of October 1 - March 31. This restriction is to provide browse for wintering deer.

5.2.17 - Crane Mats/Timber Mats (9/17)

Some skid trails may require extra protection such as that afforded by Crane Mats/Timber Mats. If available, Crane

Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette ICC, the Newberry Field Office and the Grayling Field Office. Contact the sale administrator for specific details. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$125 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.2.41 - Snowmobile trail protection (9/11)

The 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. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail unless approved by the county and the Unit Manager.

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 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 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 6/13/2018 3:05:42PM



A = Aspen

C = Cedar

B = Paper Birch

D = Treed Bog E = Swamp Hardwoods

Shingleton

Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

Sale Number 41-39-17

Year 2017

This information provided by authority of Part 5, 1994 PA 451, as amended. County Forest Management Unit

Mapped By Molin Cruised By Molin

Date 9/19/17

Density

Page of 1

Compartment Number Township 45N

Range 13W

Schoolcraft

LM = Lowland Mix Forest R = Red Pine

M = Maple, Beech, Birch S = Black Spruce

Section(s) and Subdivision(s) 13-NESW,NWSW,SESW,SWSW 14-NESE,NWSE,SWSE

Cover Type O = Oak P = Lowland Poplar J = Jack Pine K = Rock Q = Mixed Swamp Conifer L = Lowland Brush

U = Upland Brush UM =Upland Mix Forest V = Bog or Marsh W = White Pine

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well

0 = Non Stocked

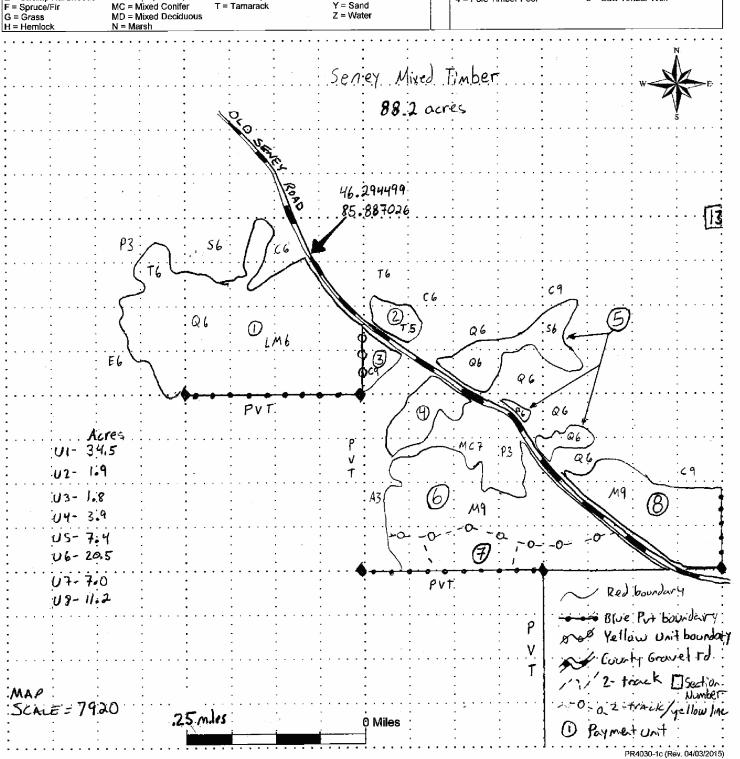
5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor

X = Non Stocked

8 = Saw Timber Medium

4 = Pole Timber Poor

9 = Saw Timber Well



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

Shamrock Spruce (41-029-17) ; Schoolcraft COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on July 25, 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	ESTIMATED	VOLUME*	AD'	VERTISED PRICE	BID PRICE/UNIT
Pulpwood					
Balsam Fir	7.00	Cords	\$	17.05/Cord	\$
Black Spruce	910.00	Cords	\$	23.35/Cord	\$
Jack Pine	372.00	Cords	\$	38.20/Cord	\$
Quaking Aspen	5.00	Cords	\$	26.65/Cord	\$
Red Maple	52.00	Cords	\$	17.65/Cord	\$
Red Pine	32.00	Cords	\$	50.30/Cord	\$
White Pine	25.00	Cords	\$	21.30/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 10.66 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID: or SOCIAL SECURITY NUMBER:							
	Company or individual bidding:							
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.								
Individual	ual 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.	and						
VE	RIFICATION OF WORKER'S DISABILITY COMPENSA	TION 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	ease Check Appropriate Categories:							
1.	 My business is organized as (you must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 							
2.	 You must check one of the boxes below: 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. 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). 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. 							
3.	If you have checked item 2(A) or 2(B), you must indic than yourself, including family members and active particles.		loyees, other					
	Full-time Employees	Part-time Employe	es					
Nam	ne of Business	Federal ID (or) Social Security No.						
Add	ress	Telephone ()						
City	State	ZIP						
	ereby certify that the above information is true and correct factors affecting my coverage during any of my present an		s that occur					

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

Date

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

River Points & Red Pine (41-030-17) ; Schoolcraft COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on July 25, 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.

<u>ESTIMATED VOL</u>	<u>.UME*</u> <u>A</u>	<u>DVERTISED PRICE</u>	BID PRICE/UNIT
7.40 MB	F \$	155.00/MBF	\$
1.00 MB	F \$	64.00/MBF	\$
15.50 MB	F \$	89.00/MBF	\$
39.80 MB	F \$	280.00/MBF	\$
5.00 MB	F \$	82.00/MBF	\$
39.00 Cor	ds \$	18.35/Cord	\$
4.00 Cor	ds \$	41.20/Cord	\$
530.00 Cor	ds \$	19.00/Cord	\$
794.00 Cor	ds \$	54.20/Cord	\$
509.00 Cor	ds \$	22.95/Cord	\$
	7.40 MB 1.00 MB 15.50 MB 39.80 MB 5.00 MB 39.00 Cor 4.00 Cor 530.00 Cor 794.00 Cor	7.40 MBF \$ 1.00 MBF \$ 15.50 MBF \$ 39.80 MBF \$ 5.00 MBF \$ 39.00 Cords \$ 4.00 Cords \$ 530.00 Cords \$ 794.00 Cords \$	7.40 MBF \$ 155.00/MBF 1.00 MBF \$ 64.00/MBF 15.50 MBF \$ 89.00/MBF 39.80 MBF \$ 280.00/MBF 5.00 MBF \$ 82.00/MBF 39.00 Cords \$ 18.35/Cord 4.00 Cords \$ 41.20/Cord 530.00 Cords \$ 19.00/Cord 794.00 Cords \$ 54.20/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 SECU	JRITY 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	lividual or company representative's signature: Date:								
Phone number : Email (optional):									

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

^{*}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 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							
	All Information must be typed or printed except for written signatures.							
Plea	ase Check Appropriate Categories:							
	 My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 							
	 You must check one of the boxes below: 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. 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). 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. 							
	If you have checked item 2(A) or 2(B), than yourself, including family members Full-time Er	and active p	ndicate the number of both full-time and part-time employees, other partners (if none, you must enter "0"). Part-time Employees					
Name	e of Business		Federal ID (or) Social Security No.					
Addre	ess		Telephone ()					
City		State	ZIP					
n fa	reby certify that the above information is ctors affecting my coverage during any or gnature of Owner or Authorized Representative		rect. I agree to notify the Michigan DNR of any changes that occur t and future operations.					

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

Seney Mixed Timber (41-039-17) ; Schoolcraft COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on July 25, 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	ESTIMATED Y	VOLUME*	AD'	VERTISED PRICE	BID PRICE/UNIT
Sawtimber					
Basswood	12.20	MBF	\$	155.00/MBF	\$
Red Maple	9.50	MBF	\$	89.00/MBF	\$
Sugar Maple	29.20	MBF	\$	280.00/MBF	\$
Pulpwood					
B. T. Aspen	27.00	Cords	\$	28.70/Cord	\$
Balsam Fir	122.00	Cords	\$	18.35/Cord	\$
Basswood	21.00	Cords	\$	10.80/Cord	\$
Black Spruce	187.00	Cords	\$	25.20/Cord	\$
Mixed Hardwood	375.00	Cords	\$	19.00/Cord	\$
N. White Cedar	56.00	Cords	\$	11.05/Cord	\$
Paper Birch	92.00	Cords	\$	17.70/Cord	\$
Tamarack	88.00	Cords	\$	11.85/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 18.95 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID: or SOCIAL SECURITY NUMBER:							
	Company or individual bidding:							
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.								
Individual	ridual 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.

1. My business is organized as (you **must** check <u>one</u> of the boxes below):

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. Please Check Appropriate Categories:

B. ☐ Partnership C. ☐ Corporation 2. You must check one of the boxes below: A. ☐ Loertify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. ☐ Loertify 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. 596). I will provide a copy of the Notice of Exclusion (BWC-337, Rev. 596). I will provide a copy of the Notice of Exclusion (BWC-337, Rev. 596). I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. C. ☐ Loertify 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. 3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone (A. ☐ Sole Proprietorship (individual)	·	
2. You must check one of the boxes below: A. ☐ Loertify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. ☐ Loertify my business has saltisfied 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). 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. 3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Part-time Employees Telephone (B. ☐ Partnership		
A.		C. Corporation		
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one (21) days of the contract award. 3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").		Exclusion (BWC-337, Rev. 5/96). I will provide a copy of	the Notice of Exclusion within 21 days of the contract award. (For	
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Address Telephone () City State ZIP I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative		Full-time Employees	Part-time Employees	
City State State ZIP I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative	Nan	Name of Business	Federal ID (or) Social Security No.	
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative	Add	Address	Telephone	
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative			()	
Signature of Owner or Authorized Representative	City	City State	ZIP	
Title Date	3	Signature of Owner or Authorized Representative		
		Title	Date	

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

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