

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6852**

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on March 17, 2021. 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:

Stone Cold Spruce Austin (41-002-20) / T46N, R17W, SEC. 28, NW,NE,NESW,NWSE. Alger County, Advertised Price \$11,148.20, 79.5 Acres, Spruce/Fir/Tamarack, White Pine.

SALE NOTE: It is recommended, that within Payment Unit(s) 1-3, harvesting occur during dry summer or frozen winter conditions because of the wet access into the sale.

Hulk Hardwoods (41-007-20) / T46N, R17W, SEC. 10, SWNW, NWSW.

T46N, R17W, SEC. 16, NW, SWNE.

T46N, R17W, SEC. 9, SENW, NENE, S1/2NE, SW, N1/2SE.

Alger County, Advertised Price \$135,301.35, 260.5 Acres, Hardwood, Sugar Maple.

SALE NOTE: Harvesting is limited to the period of November 1 to April 1 to help with deer wintering complex management.

C-178 Contract Hardwood (41-015-20) / T47N, R17W, SEC. 20, S1/2NW,SW,NWSE,S1/2SE.

T47N, R17W, SEC. 21, SWSW.

T47N, R17W, SEC. 28, W1/2NW, NWSW.

T47N, R17W, SEC. 29, E1/2NW,NE,SW,N1/2SE,SWSE.

T47N, R17W, SEC. 30, SWNE, N1/2SE, SESE.

T47N, R17W, SEC. 31, NENE.

T47N, R17W, SEC. 32, NWNW, NWNE.

Alger County, Advertised Price \$485,528.10, 790.2 Acres, Hardwood, Sugar Maple.

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

Harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

No harvesting operations are to take place within drainage areas in Payment Units 8 and 9. These areas are indicated on the Timber Sale Map.

#### BID INSTRUCTIONS (VER. 07/02/2018):

#### 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 March 17, 2021. 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 (7/18)

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

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

#### 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.

DAN EICHINGER
Director

#### TIMBER SALE INFORMATION

## Stone Cold Spruce Austin (41-002-20) T46N, R17W, SEC. 28.

Alger County (Advertised Price \$11,148.20)

SALE NOTE: It is recommended, that within Payment Unit(s) 1-3, harvesting occur during dry summer or frozen winter conditions because of the wet access into 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. All units of volume listed below were estimated using the T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	<u>ESTIMATE</u>	D UNITS*	<u>ADVI</u>	ERTISED PRICE
Pulpwood				
Black Spruce	688	Cords	\$	11.30 / Cord
Jack Pine	9	Cords	\$	27.30 / Cord
Mixed Hardwood	7	Cords	\$	17.15 / Cord
Red Pine	7	Cords	\$	47.15 / Cord
Tamarack	96	Cords	\$	3.25 / Cord
White Pine	140	Cords	\$	16.90 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.03 percent. There are an estimated 947 cords on this timber sale, plus or minus 114 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$557.00 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	42.8%
02	34.2%
03	23.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2024.

#### **SALE STATISTICS**

#### **SALE VOLUMES**

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
74,788	947	12.03%	833	1,061

#### **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	30,842	390	22.42%	303	478
2	55,268	700	19.86%	561	839
3	16,321	207	17.42%	171	243
TOTAL:	102,431	1,297		1,034	1,559

#### **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

TOTAL:	79.5		79.5
3	19.4	3	19.4
		2	31.2
2	31.3	1	0.1
1	28.8	1	28.8
VDU	VDU ACRES	PU	PU ACRES

#### **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Spruce	Pulpwood	303	Cords	28.9	\$4,764.20
	Tamarack		12	Cords		
	White Pine		77	Cords		
2	Black Spruce	Pulpwood	210	Cords	31.2	\$3,817.25
	Jack Pine		9	Cords		
	Mixed Hardwood		5	Cords		
	Paper Birch		3	Cords		
	Red Maple		2	Cords		
	Tamarack		72	Cords		
	White Pine		52	Cords		
3	Black Spruce	Pulpwood	175	Cords	19.4	\$2,566.75
	Mixed Hardwood		2	Cords		
	Red Maple		2	Cords		
	Red Pine		7	Cords		
	Tamarack		12	Cords		
	White Pine		11	Cords		
		TOTAL:	947	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Stone Cold Spruce Austin Sale Number: 41-002-20 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red 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) 1-3, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut cedar and hemlock. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) that are \$15,000 or more in value may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment.

#### 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. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$300 per tree 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. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

#### 5.2 - 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.

#### 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) 1-3, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of the wet access into the sale.

#### 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.

Section Name: Sale Specific Current as of 2/9/2021 5:14:19PM



A = Aspen B = Paper Birch

F = Spruce/Fir

G = Grass

H = Hemlock

C = Cedar D = Treed Bog E = Swamp Hardwoods

31.2 19.4

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

TIMBER SALE MAP

Sale Number 41-002

20

Year

This information provided by authority of Part 5, 1994 PA 451, as amended. Mapped By S. Kentnes Cruised By S. Kentnes Page Forest Management Unit County of 1/16/20 Shingleton Township Alger Section(s) and Subdivision(s) 22: N 1/a

Range 46 N IFW

J = Jack Pine

L = Lowland Brush

MC = Mixed Conifer

MD = Mixed Deciduous

K = Rock

N = Marsh

Cover Type

T = Tamarack

LM = Lowland Mix Forest R = Red Pine

M = Maple, Beech, Birch S = Black Spruce

O ≃ Oak P = Lowland Poplar U = Upland Brush UM =Upland Mix Forest Q = Mixed Swamp Conifer

V = Bog or Marsh W = White Pine X = Non Stocked

Y = Sand Z = Water Density

5 = Pole Timber Medium 6 = Pole Timber Well 0 = Non Stocked 1 = Seedling Sapling Poor

2 = Seedling Sapling Medium 7 = Saw Timber Poor 3 = Seedling Sapling Well 4 = Pole Timber Poor 8 = Saw Timber Medium

9 = Saw Timber Well

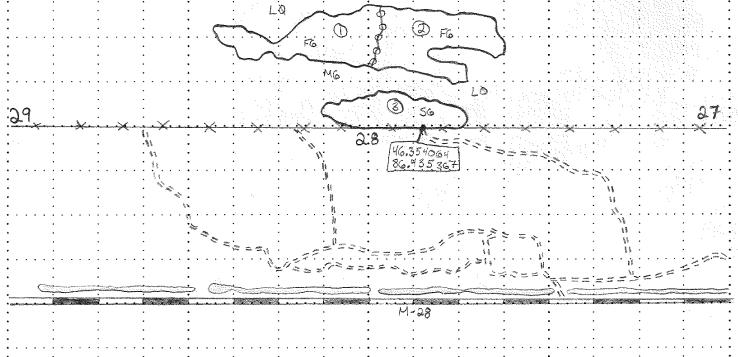
Spruce Austin Acres 28.9

0:5

0.25

: S=Timber Sale Boarday (Red) B = Unit Boundary C/87(a) @: Payment On it Number
: // = Two Track Rood
== State Highway
-X = Power line

27 = Section Number





PR4030-1c (Rev. 10/30/2012)

0 Miles

#### TIMBER SALE INFORMATION

#### Hulk Hardwoods (41-007-20)

T46N, R17W, SEC. 10; T46N, R17W, SEC. 16; T46N, R17W, SEC. 9. Alger County (Advertised Price \$135,301.35)

SALE NOTE: Harvesting is limited to the period of November 1 to April 1 to help with deer wintering complex management.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawtimber					
Basswood	6.9	MBF	\$	86.00 / MBF	
Black Cherry	0.2	MBF	\$	98.00 / MBF	
Red Maple	9.2	MBF	\$	96.00 / MBF	
Sugar Maple	386.1	MBF	\$	265.00 / MBF	
Pulpwood					
Balsam Fir	84	Cords	\$	13.35 / Cord	
Mixed Hardwood	1,549	Cords	\$	17.15 / Cord	
Quaking Aspen	64	Cords	\$	22.15 / Cord	
White Spruce	211	Cords	\$	11.30 / 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 \$6,765.00 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	13.0%
02	25.8%
03	11.7%
04	31.4%
05	11.6%
06	1.9%
07	0.8%
08	2.1%
09	1.7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2024.

#### **SALE STATISTICS**

#### **SALE VOLUMES**

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET TOTAL CORDS		TOTAL CORDS PERCENT ERROR MINIMUM		MAXIMUM
214,354	2,713	0.00%	2,713	2,713

#### **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	104,043	1,317	0.00%	1,317	1,317
2	80,485	1,019	0.00%	1,019	1,019
3	24,814	314	0.00%	314	314
4	147,343	1,865	0.00%	1,865	1,865
5	50,307	637	0.00%	637	637
6	7,387	94	0.00%	94	94
7	7,979	101	0.00%	101	101
8	17,562	222	21.06%	175	269
9	11,400	144	31.10%	99	189
TOTAL:	451,319	5,713		5,621	5,805

#### **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
1	56.0	1	55.8
		2	0.1
		4	0.1
2	34.2	2	34.0
		3	0.2
3	28.9	3	28.9
4	44.8	2	0.1
		3	0.2
		4	44.5
5	46.2	4	0.1
		5	46.1
6	23.7	6	23.7
7	6.3	6	0.1
		7	6.2
8	12.7	8	12.7
9	7.7	9	7.7
TOTAL:	260.5		260.5

#### **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	0.9	MBF	55.8	\$17,648.90
	Black Cherry		0.2	MBF		. ,
	Red Maple		1.0	MBF		
	Sugar Maple		43.7	MBF		
	Mixed Hardwood	Pulpwood	336	Cords		
	Basswood	i aipwood	2	Cords		
	Black Cherry		1	Cords		
	Red Maple		2	Cords		
	Sugar Maple		331	Cords		
	White Spruce		10	Cords		
2	Sugar Maple	Sawtimber	113.6	MBF	34.2	\$34,940.30
2	Mixed Hardwood	Pulpwood	282	Cords	34.2	φ34,940.30
		Fulpwood	282	Cords		
	Sugar Maple	0 "			00.0	<b>*</b> 45.077.00
3	Red Maple	Sawtimber	1.9	MBF	29.3	\$15,877.30
	Sugar Maple		44.6	MBF		
	Mixed Hardwood	Pulpwood	226	Cords		
	Red Maple		11	Cords		
	Sugar Maple		215	Cords		
4	Sugar Maple	Sawtimber	137.7	MBF	44.7	\$42,372.95
	Mixed Hardwood	Pulpwood	343	Cords		
	Sugar Maple		343	Cords		
5	Basswood	Sawtimber	5.6	MBF	46.1	\$15,643.70
	Red Maple		1.4	MBF		
	Sugar Maple		42.6	MBF		
	Mixed Hardwood	Pulpwood	218	Cords		
	Basswood		14	Cords		
	Red Maple		16	Cords		
	Sugar Maple		188	Cords		
6	Red Maple	Sawtimber	4.6	MBF	23.8	\$2,535.80
	Sugar Maple		2.8	MBF		<del>+-</del> ,
	Mixed Hardwood	Pulpwood	60	Cords		
	Red Maple	i dipwood	41	Cords		
	Sugar Maple		19	Cords		
	Quaking Aspen		10	Cords		
	White Spruce		9	Cords		
7	Basswood	Courtimbor		MBF	6.2	¢1.061.20
1		Sawtimber	0.4		0.2	\$1,061.30
	Red Maple		0.3	MBF		
	Sugar Maple	Dedama	1.1	MBF		
	Mixed Hardwood	Pulpwood	30	Cords		
	Basswood		5	Cords		
	Red Maple		20	Cords		
	Sugar Maple		5	Cords		
	White Spruce		17	Cords		
8	Balsam Fir	Pulpwood	58	Cords	12.7	\$2,908.6
	Mixed Hardwood		35	Cords		
	Black Cherry		10	Cords		
	Paper Birch		2	Cords		
	Red Maple		23	Cords		
	Quaking Aspen		6	Cords		
	White Spruce		124	Cords		
9	Balsam Fir	Pulpwood	26	Cords	7.7	\$2,312.4
-	Mixed Hardwood	'	19	Cords		7=,5:=: 1
	Black Cherry		9	Cords		
	Red Maple		10	Cords		
	Quaking Aspen		48	Cords		
	I Quantity Aspett	i	l 40	Louius	Ī	l

#### DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
9 con't	White Spruce	Pulpwood	51	Cords		
		TOTAL:	402.4	MBF		
		TOTAL:	1,908	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Hulk Hardwoods Sale Number: 41-007-20 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red 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 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) 8 and 9, cut all trees that are two (2) inches or more at DBH, except do not cut cedar. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 1-7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within Payment Units 6 and 7, cut all merchantable balsam fir and white spruce.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

#### 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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.2 - 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.

#### 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.

#### 5.2 - 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) 1-7, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of November 1 to April 1. This restriction is to help with deer wintering complex management.

#### 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.

Section Name: Sale Specific Current as of 2/9/2021 5:11:46PM

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#### TIMBER SALE INFORMATION

#### C-178 Contract Hardwood (41-015-20)

T47N, R17W, SEC. 20; T47N, R17W, SEC. 21; T47N, R17W, SEC. 28; T47N, R17W, SEC. 29; T47N, R17W, SEC. 30; T47N, R17W, SEC. 31; T47N, R17W, SEC. 32.

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

Harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

No harvesting operations are to take place within drainage areas in Payment Units 8 and 9. These areas are indicated on the Timber Sale Map.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	187.0	MBF	\$	85.00 / MBF
Paper Birch	1.1	MBF	\$	52.00 / MBF
Red Maple	63.9	MBF	\$	95.00 / MBF
Sugar Maple	1,445.6	MBF	\$	259.00 / MBF
Pulpwood				
Balsam Fir	85	Cords	\$	13.10 / Cord
Basswood	283	Cords	\$	6.20 / Cord
Black Cherry	63	Cords	\$	16.80 / Cord
Black Spruce	54	Cords	\$	11.10 / Cord
Mixed Hardwood	4,857	Cords	\$	16.80 / Cord
Paper Birch	26	Cords	\$	13.30 / Cord
Quaking Aspen	121	Cords	\$	21.70 / 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 \$24,276.00 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	6.4%
02	4.8%
03	1.8%
04	13.0%
05	14.1%
06	15.1%
07	18.1%
08	9.3%
09	11.3%
10	1.4%
11	4.0%
12	0.2%
13	0.5%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2024.

#### **SALE STATISTICS**

#### **SALE VOLUMES**

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
702,276	8,890	0.00%	8,890	8,890

#### **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOL	JME		RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	150,234	1,902	0.00%	1,902	1,902
2	200,818	2,542	0.00%	2,542	2,542
3	39,326	498	0.00%	498	498
4	307,405	3,891	0.00%	3,891	3,891
5	343,524	4,348	0.00%	4,348	4,348
6	196,110	2,482	0.00%	2,482	2,482
7	387,471	4,905	0.00%	4,905	4,905
8	52,290	662	0.00%	662	662
9	210,338	2,663	0.00%	2,663	2,663
10	22,191	281	0.00%	281	281
11	32,572	412	0.00%	412	412
12	5,506	70	69.69%	21	118
13	9,662	122	49.71%	62	183
TOTAL:	1,957,446	24,778		24,668	24,887

#### **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
1	80.4	1	80.0
		2	0.3
		5	0.1
2	70.7	1	0.2
		2	70.2
		3	0.1
		4	0.2
3	37.3	3	37.1
		6	0.2
4	93.5	4	93.0
		5	0.2
		6	0.1
		7	0.2
5	91.8	4	0.4
		5	90.2
		8	0.4
		9	0.8
6	82.0	6	81.8
		7	0.2
7	83.9	5	0.1
		7	83.5
		8	0.3
8	73.9	8	73.9
9	105.4	5	0.4
		8	0.8
		9	104.2
10	28.3	10	28.3
11	30.2	11	30.2
12	3.0	12	3.0
13	9.8	13	9.8
TOTAL:	790.2		790.2

#### **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	2.8	MBF	80.2	\$31,100.60
	Paper Birch		1.1	MBF		
	Red Maple		11.2	MBF		
	Sugar Maple		87.1	MBF		
	Basswood	Pulpwood	2	Cords		
	Mixed Hardwood	'	426	Cords		
	Beech		276	Cords		
	Red Maple		41	Cords		
	Sugar Maple		109	Cords		
	Paper Birch		1	Cords		
2	Basswood	Sawtimber	11.4	MBF	70.5	\$23,206.40
_	Red Maple	Cawambon	5.7	MBF	70.0	Ψ20,200.10
	Sugar Maple		52.9	MBF		
	Balsam Fir	Pulpwood	27	Cords		
	Basswood	Fulpwood	15	Cords		
	Mixed Hardwood		439	Cords Cords		
	Beech Bod Manla		240 70	Cords		
	Red Maple			Cords		
	Sugar Maple		129			
	Paper Birch		13	Cords		
3	Sugar Maple	Sawtimber	20.4	MBF	37.2	\$8,761.20
	Mixed Hardwood	Pulpwood	207	Cords		
	Beech		173	Cords		
	Sugar Maple		34	Cords		
4	Basswood	Sawtimber	0.7	MBF	93.6	\$63,065.20
	Red Maple		7.4	MBF		
	Sugar Maple		206.8	MBF		
	Balsam Fir	Pulpwood	17	Cords		
	Basswood		30	Cords		
	Mixed Hardwood		496	Cords		
	Beech		84	Cords		
	Red Maple		6	Cords		
	Sugar Maple		406	Cords		
5	Basswood	Sawtimber	17.1	MBF	91.0	\$68,623.40
	Red Maple		1.8	MBF		
	Sugar Maple		220.9	MBF		
	Basswood	Pulpwood	23	Cords		
	Mixed Hardwood		574	Cords		
	Beech		7	Cords		
	Red Maple		1	Cords		
	Sugar Maple		537	Cords		
	Yellow Birch		29	Cords		
6	Basswood	Sawtimber	77.3	MBF	82.1	\$73,523.50
J	Red Maple	Cawambol	11.5	MBF	02.1	Ψ10,020.00
	Sugar Maple		216.1	MBF		
	Basswood	Pulpwood	67	Cords		
		i uipwood				
	Mixed Hardwood		564	Cords		
	Beech Beech		22	Cords		
	Red Maple		19	Cords		
	Sugar Maple		523	Cords		
7	Basswood	Sawtimber	60.8	MBF	83.9	\$88,195.00
	Red Maple		20.8	MBF		
	Sugar Maple		253.3	MBF		
	Balsam Fir	Pulpwood	12	Cords		
			73	Cords		i

#### DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
7 con't	Black Cherry	Pulpwood	5	Cords		
	Mixed Hardwood		851	Cords		
	Beech		78	Cords		
	Red Maple		52	Cords		
	Sugar Maple		721	Cords		
	Quaking Aspen		21	Cords		
8	Basswood	Sawtimber	11.7	MBF	75.4	\$44,976.10
	Red Maple		0.1	MBF		
	Sugar Maple		146.9	MBF		
	Balsam Fir	Pulpwood	12	Cords		
	Basswood		9	Cords		
	Mixed Hardwood		340	Cords		
	Beech		39	Cords		
	Red Maple		17	Cords		
	Sugar Maple		284	Cords		
9	Basswood	Sawtimber	4.1	MBF	105.0	\$54,981.00
	Red Maple		3.1	MBF		<b>+</b> • • • • • • • • • • • • • • • • • • •
	Sugar Maple		176.3	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Basswood	i dipwood	3	Cords		
	Mixed Hardwood		513	Cords		
	Beech		76	Cords		
	Red Maple		25	Cords		
	Sugar Maple		401	Cords		
	Yellow Birch		11	Cords		
10		Carretinals an			20.2	ФС СС7 44
10	Basswood	Sawtimber	0.1	MBF	28.3	\$6,667.10
	Red Maple		0.6	MBF		
	Sugar Maple	D	9.1	MBF		
	Basswood	Pulpwood	22	Cords		
	Black Cherry		35	Cords		
	Mixed Hardwood		185	Cords		
	Beech		15	Cords		
	Red Maple		6	Cords		
	Sugar Maple		164	Cords		
	Quaking Aspen		19	Cords		
11	Basswood	Sawtimber	1.0	MBF	30.2	\$19,265.80
	Red Maple		1.7	MBF		
	Sugar Maple		55.8	MBF		
	Basswood	Pulpwood	39	Cords		
	Black Cherry		14	Cords		
	Mixed Hardwood		237	Cords		
	Beech		5	Cords		
	Red Maple		4	Cords		
	Sugar Maple		228	Cords		
	Quaking Aspen		5	Cords		
12	Balsam Fir	Pulpwood	3	Cords	3.0	\$926.60
	Black Spruce		38	Cords		
	Mixed Hardwood		4	Cords		
	Sugar Maple		4	Cords		
	Paper Birch		12	Cords		
	Quaking Aspen		11	Cords		
13	Balsam Fir	Pulpwood	11	Cords	9.8	\$2,236.20
. •	Black Cherry		9	Cords	0.5	ΨΞ,200.2
	Black Spruce		16	Cords		

#### DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
13 con't	Red Maple	Pulpwood	21	Cords		
	Quaking Aspen		65	Cords		
		TOTAL:	1,697.6	MBF		
		TOTAL:	5,489	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: C-178 Contract Hardwood Sale Number: 41-015-20 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by 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) 12 and 13, cut all trees that are two (2) inches or more at DBH, except do not cut black cherry in Payment Unit 12. 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) 1-11, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) exceeding \$20,000 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 Amendment.

#### 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.

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

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

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

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

landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

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

The following road work is required: 500 cubic yards of breaker run gravel must be purchased hauled and spread between the sale area and H-58 on the Noble Lake Road. Exact locations of the work will be determined at the Pre-Sale meeting. All work is at the Purchaser's expense and must be complete before hauling begins unless approved by the Unit Manager.

#### 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.

#### 5 - Operations

#### 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

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

Within Payment Unit(s) 1-11, 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.

#### 5.2.32 - 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.

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

No harvesting operations, including skidding and felling, are to take place within drainage areas in Payment Units within Payment Units 8 and 9. These areas are indicated on the Timber Sale Map. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

#### 5.8 - Protection of Endangered Species

#### 5.8.3 - 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

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on H-58 prior to beginning operations. The road must be posted 350 feet from the H-58 and Noble Lake Road intersection to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 2/9/2021 4:02:45PM



Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

Sale Number 41-015-20-01 Year 2020

PR4030-1c (Rev. 04/03/2015)

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

Forest Management County Mapped By Molin

Date Page of

Shingleton Alger 9/29/20 Cruised By Superior Forestry Section(s) and Subdivision(s) 20- S1/2NW,SW,NWSE,S1/2SE 21- SWSW 28- W1/2NW,NWSW 29- E1/2NW,NE,SW,N1/2SE,SWSE 30- SWNE, N1/2SE,SESE 31- NENE 32- NWNW,NWNE Range 19W Compartment Number Township 42N 178 Cover Type Density A = Aspen B = Paper Birch O = Oak P = Lowland Poplar U = Upland Brush J = Jack Pine 0 = Non Stocked 5 = Pole Timber Medium K = Rock UM = Upland Mix Forest 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar D = Treed Bog L = Lowland Brush Q = Mixed Sw. LM = Lowland Mix Forest R = Red Pine Q = Mixed Swamp Conifer V = Bog or Marsh 2 = Seedling Sapling Medium 7 = Saw Timber Poor W = White Pine 3 = Seedling Sapting Well 8 = Saw Timber Medium 9 = Saw Timber Well E = Swamp Hardwoods F = Spruce/Fir M = Maple, Beech, Birch X = Non Stocked S = Black Spruce 4 = Pole Timber Poor MC = Mixed Conifer Y = Sand T = Tamarack G = Grass MD = Mixed Deciduous Z = Water H = Hemlock N = Mash C-178 Contract Hardward 790.2 acres  $M^{Q}$ 80,2 AC 70.5 Ac. Blue Put boundary pvil ML Noble: /k 75.4 AL A6 0.25 Miles Drainage

#### **BID FORM**

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

#### Hulk Hardwoods (41-007-20)

T46N, R17W, SEC. 10; T46N, R17W, SEC. 16; T46N, R17W, SEC. 9; Alger

In response to the notice of sale to be held 2:00 p.m. (local time) on March 17, 2021, 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 VO	DLUME*	AD	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber					
Basswood	6.9 M	IBF	\$	86.00/MBF	\$
Black Cherry	0.2 N	IBF	\$	98.00/MBF	\$
Red Maple	9.2 N	IBF	\$	96.00/MBF	\$
Sugar Maple	386.1 M	IBF	\$	265.00/MBF	\$
Pulpwood					
Balsam Fir	84 C	ords	\$	13.35/Cord	\$
Mixed Hardwood	1,549 C	ords	\$	17.15/Cord	\$
Quaking Aspen	64 C	ords	\$	22.15/Cord	\$
White Spruce	211 C	ords	\$	11.30/Cord	\$

<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 SECU	RITY NUMBER:						
	Company or individual bidding:								
	Company representative's name:								
	Address:								
	City:	State:	Zip:						
IF AVAILA	IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.								
Individual	Individual or company representative's signature: Date:								
Phone number : Email (optional):									

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



#### 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	ease Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of the A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	e boxes below):			
2. You <b>must</b> check <u>one</u> of the boxes below:					
<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> </ul>					
	C.  I certify my business has a Worker's Compensation Polione (21) days of the contract award.	cy. I will provide an original Certificate of Insurance within twenty-			
3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, oth than yourself, including family members and active partners (if none, you must enter "0").					
	Full-time Employees	Part-time Employees			
lam	ne of Business	Federal ID (or) Social Security No.			
Address		Telephone ( )			
City	State	ZIP			
	ereby certify that the above information is true and correct actors affecting my coverage during any of my present an	t. I agree to notify the Michigan DNR of any changes that occur ad future operations.			
S	Signature of Owner or Authorized Representative				
Ti	Fitle	Date			

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

Company or individual bidding:\_\_\_

#### **BID FORM**

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

Stone Cold Spruce Austin (41-002-20) T46N, R17W, SEC. 28; Alger COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on March 17, 2021, 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	<u>ESTIMATED</u>	VOLUME*	AD\	<u>/ERTISED PRICE</u>	BID PRICE/UNIT
Pulpwood					
Black Spruce	688	Cords	\$	11.30/Cord	\$
Jack Pine	9	Cords	\$	27.30/Cord	\$
Mixed Hardwood	7	Cords	\$	17.15/Cord	\$
Red Pine	7	Cords	\$	47.15/Cord	\$
Tamarack	96	Cords	\$	3.25/Cord	\$
White Pine	140	Cords	\$	16.90/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 12.03 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual or company representative's signature: Date:						
Phone nu	mber :	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



#### 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:			
r orest management omt.			

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 hoves 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.	1. My business is organized as (you <b>must</b> check <u>one</u> of the boxes bel	ow):			
	A.  Sole Proprietorship (individual)				
	B. Partnership				
	C. Corporation				
2.	2. You <b>must</b> check <u>one</u> of the boxes below:				
	<ul> <li>I certify my business is a sole proprietorship and it has no employees Worker's Compensation Laws.</li> </ul>	but the sole proprietor. I am not subject to the			
	B.  ☐ I certify my business has satisfied its o bligation to the Worker's Com Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice questions or a copy of the BWC-337, please call the Worker's Comp	of Exclusion within 21 days of the contract award. (For			
	C.   I certify my business has a Worker's Compensation Policy. I will provone (21) days of the contract award.	vide an original Certificate of Insurance within twenty-			
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the num than yourself, including family members and active partners (if noneFull-time Employees</li> </ol>				
lam	lame of Business Federal ID	(or) Social Security No.			
ddr	ddress Telephone (	)			
ity	State ZIP				
n fa	hereby certify that the above information is true and correct. I agree to a factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative				
T	Title	Date			

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

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

#### **BID FORM**

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

#### C-178 Contract Hardwood (41-015-20)

T47N, R17W, SEC. 20; T47N, R17W, SEC. 21; T47N, R17W, SEC. 28; T47N,

In response to the notice of sale to be held 2:00 p.m. (local time) on March 17, 2021, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>AE</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber					
Basswood	187.0	MBF	\$	85.00/MBF	\$
Paper Birch	1.1	MBF	\$	52.00/MBF	\$
Red Maple	63.9	MBF	\$	95.00/MBF	\$
Sugar Maple	1,445.6	MBF	\$	259.00/MBF	\$
Pulpwood					
Balsam Fir	85	Cords	\$	13.10/Cord	\$
Basswood	283	Cords	\$	6.20/Cord	\$
Black Cherry	63	Cords	\$	16.80/Cord	\$
Black Spruce	54	Cords	\$	11.10/Cord	\$
Mixed Hardwood	4,857	Cords	\$	16.80/Cord	\$
Paper Birch	26	Cords	\$	13.30/Cord	\$
Quaking Aspen	121	Cords	\$	21.70/Cord	\$

<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:					
	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.						
ndividual or company representative's signature: Date:						
Phone nu	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



#### 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. Please Check Appropriate Categories:

1.	, , , , , , , , , , , , , , , , , , , ,	pelow):
	A. Sole Proprietorship (individual)	
	B. Partnership	
	C. Corporation	
2.	2. You <b>must</b> check <u>one</u> of the boxes below:	
	<ul> <li>A.          I certify my business is a sole proprietorship and it has no employ.     </li> <li>Worker's Compensation Laws.</li> </ul>	ees but the sole proprietor. I am not subject to the
	B.  I certify my business has satisfied its o bligation to the Worker's Continuous Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice questions or a copy of the BWC-337, please call the Worker's Continuous Conti	ce of Exclusion within 21 days of the contract award. (For
	C.   I certify my business has a Worker's Compensation Policy. I will pone (21) days of the contract award.	provide an original Certificate of Insurance within twenty-
3.	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the n than yourself, including family members and active partners (if no	
	Full-time Employees	Part-time Employees
Nan	Name of Business Federa	I ID (or) Social Security No.
Add	Address Telepho	one
	(	)
City	City State ZIP	
	I hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future of	
_	Signature of Owner or Authorized Representative	-
`		
7	Title	Date

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

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