



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #5411**

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on June 24, 2015.

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:

JABBA THE HUTT, CLEAR-CUT (41-010-15-01) / T45N, R16W, SEC. 04, NW1/4,W1/2SW,SESW.

T45N, R16W, SEC. 05, NE1/4,E1/2SE,NENW.

T45N, R16W, SEC. 09, NW1/4,NWSW,NWNE.

Schoolcraft County, Advertised Price \$97,011.85, 376.0 Acres

SALE NOTE: The sale should be harvested as soon as possible because of mortality within the stand due to larch beetle.

The sale is restricted to winter due to sensitive soils and endangered species.

TWO SHOES HARDWOOD (41-026-14-01) / T47N, R17W, SEC. 03, NENW,NWNE.

T48N, R17W, SEC. 34, S1/2NW,SWNE,E1/2SW,W1/2SE.

T48N, R17W, SEC. 35, SW,S1/2NW; SENE OF SEC 33.

Alger County, Advertised Price \$83,274.45, 232.0 Acres

SALE NOTE: Access to the sale will involve crossing The Forestland Group, the purchaser is responsible for obtaining a License Agreement from them.

Roadwork is required on the sale please refer to Specification 4.1.8 for details, also roads will require grading after the sale is completed.

Units 3-6, 8 and 10-13 are restricted during slippery bark season.

Units 2-7 and 9-10 should be harvested during dry summer or frozen conditions due to either sensitive soils in the Unit or due to access.

There is a historical site that needs to be protected when accessing Unit 2.

Access may be through private land.

JACK ON THE FOX (41-033-13-01) / T46N, R14W, SEC. 11, NESE,NWSE,SESE.

T46N, R14W, SEC. 11, SWNE,SWNW,SENE,SESW,NESW,NWSW.

T46N, R14W, SEC. 12, SWSW,SESW.

T46N, R14W, SEC. 13, NENE,NWNE,SENE,NENW.

Schoolcraft County, Advertised Price \$62,200.50, 119.0 Acres

SALE NOTE: The Fox River Pathway goes through parts of the sale, care must be taken to protect the trail.

The snowmobile trail cannot be used during the snowmobile season.

Contact Schoolcraft County prior to harvesting within the R-O-W on the Fox River Rd.

Operations are confined to within the sale area and no tracked equipment is allowed within 200' of the Fox River.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

## BID INSTRUCTIONS (VER. 10/01/2014):

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

Bids must be received by the Unit Manager, SHINGLETON OFFICE, PO BOX 67 M-28 WEST, SHINGLETON, MI 49884, no later than 2:00 p.m. (local time) on June 24, 2015. For further information concerning this sale, contact Robert Burnham at 906-452-6227 extension 240.

### 2. Bidder's Qualifications (2/12)

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

### 3. Preparation of Sealed Bids (1/11)

Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

### 4. Submission of Sealed Bids (6/11)

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

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

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

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

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

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

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

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

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

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

### 9. Timber Sale Contract (9/14)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at [www.michigan.gov/timber](http://www.michigan.gov/timber). Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not

taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

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

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

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

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

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

KEITH CREAGH

Director

## TIMBER SALE INFORMATION

### JABBA THE HUTT, CLEAR-CUT (41-010-15-01)

T45N, R16W, SEC. 04; T45N, R16W, SEC. 05; T45N, R16W, SEC. 09.

Schoolcraft County (Advertised Price \$97,011.85)

SALE NOTE: The sale should be harvested as soon as possible because of mortality within the stand due to larch beetle.

The sale is restricted to winter due to sensitive soils and endangered species.

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Black Spruce	1,246.00 Cords	\$ 18.35 / Cord
Jack Pine	478.00 Cords	\$ 36.00 / Cord
Red Maple	315.00 Cords	\$ 16.35 / Cord
Tamarack	3,012.00 Cords	\$ 16.70 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,489.10:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Balsam Fir	9.00 Cords	\$ 14.70 / Cord
Q. Aspen	53.00 Cords	\$ 25.60 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 11.69 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of **\$4,900.00** 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:
 

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	17%
02	31%
03	18%
04	17%
05	17%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2018.

## Sale Specific Conditions & Requirements

Sale Name: Jabba The Hutt, Clear-cut Sale Number: 41-010-15-01

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and/or yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow 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

##### 2.1.2 - 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, cedar, white pine, red pine and oak.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1-5 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.

##### 4.1.5 - 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)

All new road construction needs to be approved by the sale administrator prior to construction. All work 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

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

Hauling is restricted on Hartman Camp Road. The restriction is due to a threatened and endangered plant species. Hauling can only occur during frozen conditions. Any road work must be pre-approved by the Unit Manager or his/her Representative.

### 5 - Operations

#### 5.1 - Notification

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

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

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

A post-sale conference on site between the Purchaser and sale administrator is required 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 (2/04)

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

##### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-5, unless changed by written agreement, cutting, skidding and hauling are limited to frozen conditions which in general will be from December 1 thru March 31. This restriction is due to an endangered plant species.

##### 5.2.4 - Dead and Down Creation

###### 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

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

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

#### 5.4 - Soil Protection

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

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

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

No harvesting operations, including skidding and felling, are to take place within open marsh areas unless approved by the Sale Administrator. 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 (3/13)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the

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

## **7 - Other Conditions**

### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

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

### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

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





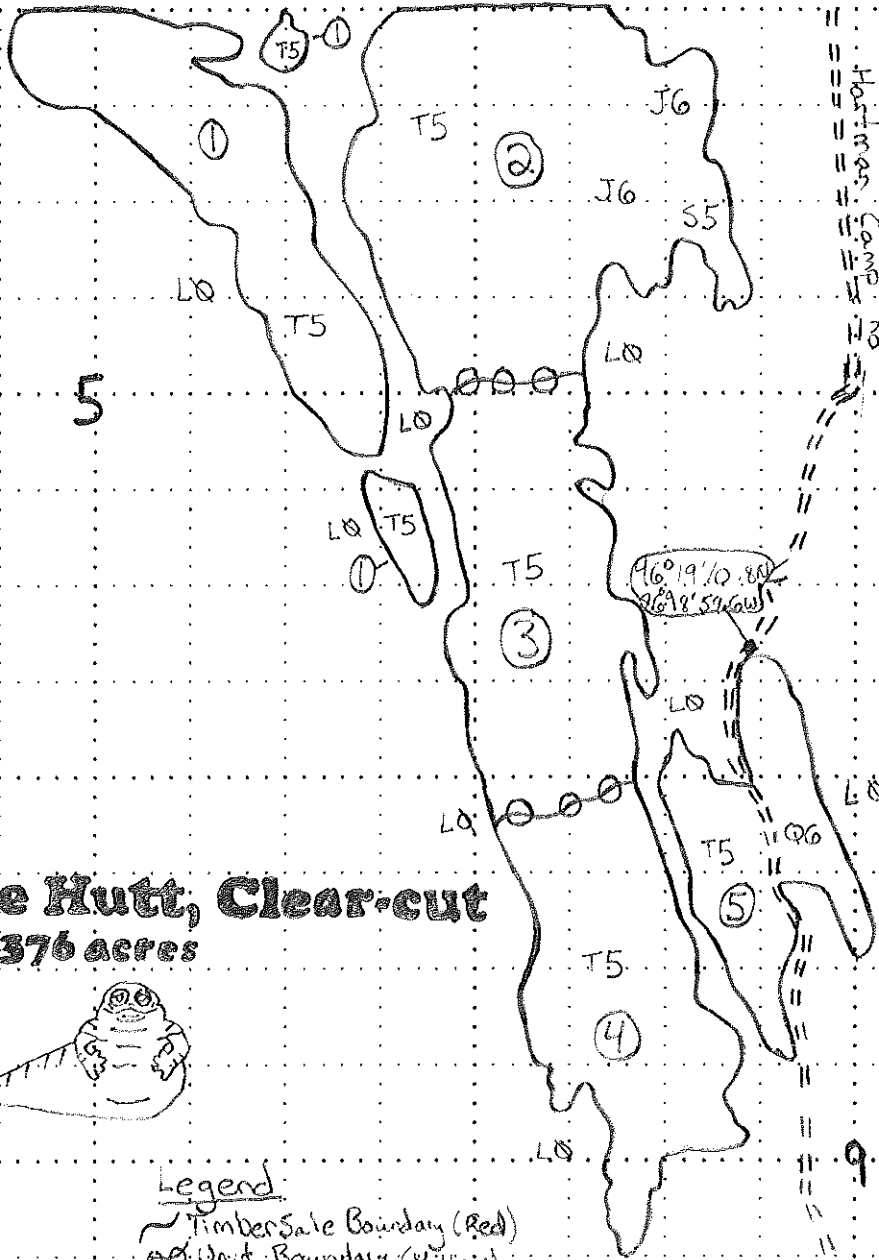
# TIMBER SALE MAP

41-010

15

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

Forest Management Unit <b>Shingleton</b>		County <b>Schoolcraft</b>	Mapped By <b>Kentner</b>	Date <b>3/19/2015</b>	Page <b>1</b>	of <b>1</b>
Township <b>45N</b>	Range <b>16W</b>	Section(s) and Subdivision(s) <b>4: NW 1/4, W 1/2 SW, SESW</b> <b>15: NE 1/4, E 1/2 SE, NENW</b> <b>9: NW 1/4, NWSW, NWNW</b>				
Cover Type			Density			
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium	
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest	1 = Seedling Sapling Poor	6 = Pole Timber Well	
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor	
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium	
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well	
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand			
G = Grass	MD = Mixed Deciduous	Z = Water				
H = Hemlock	N = Marsh					



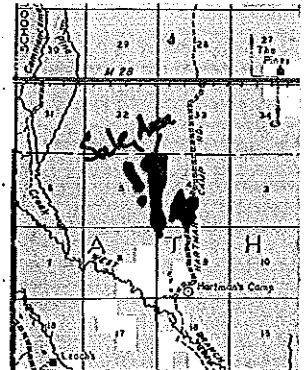
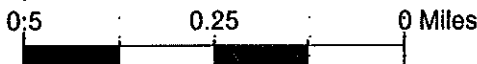
**Jabba the Hutt, Clear-cut**  
**376 acres**



Unit	Acres
1	70
2	136
3	62
4	66
5	42

Legend

- ~ Timber Sale Boundary (Red)
- ⊙ Unit Boundary (Yellow)
- == Gravel Road
- ③ Payment Unit





## TIMBER SALE INFORMATION

### TWO SHOES HARDWOOD (41-026-14-01)

T47N, R17W, SEC. 03; T48N, R17W, SEC. 34; T48N, R17W, SEC. 35.

Alger County (Advertised Price \$83,274.45)

SALE NOTE: Access to the sale will involve crossing The Forestland Group, the purchaser is responsible for obtaining a License Agreement from them.

Roadwork is required on the sale please refer to Specification 4.1.8 for details, also roads will require grading after the sale is completed.

Units 3-6, 8 and 10-13 are restricted during slippery bark season.

Units 2-7 and 9-10 should be harvested during dry summer or frozen conditions due to either sensitive soils in the Unit or due to access.

There is a historical site that needs to be protected when accessing Unit 2.

Access may be through private land.

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Red Maple	34.90 MBF	\$ 125.00 / MBF
Sugar Maple	80.50 MBF	\$ 464.00 / MBF
Pulpwood		
Mixed Hardwood	2,139.00 Cords	\$ 16.55 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$6,159.50:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Black Cherry	7.90 MBF	\$ 198.00 / MBF
Pulpwood		
Balsam Fir	37.00 Cords	\$ 12.45 / Cord
Beech	130.00 Cords	\$ 16.10 / Cord
Black Spruce	12.00 Cords	\$ 16.20 / Cord
N. W. Cedar	98.00 Cords	\$ 9.70 / Cord
Paper Birch	79.00 Cords	\$ 11.35 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 10.10 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of **\$4,170.00** 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%
02	2%
03	10%
04	7%
05	4%
06	3%
07	1%
08	15%
09	1%
10	8%
11	9%
12	23%
13	13%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2018.

## Sale Specific Conditions & Requirements

Sale Name: Two Shoes Hardwood Sale Number: 41-026-14-01

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and/or yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 7, and 9, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut hemlock, oak, or any trees marked in green paint. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 3, 4, 5, 6, 8, 10, 11, 12, and 13, 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) 8, 12, and 13 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

##### 4.1.2 - Stream crossings, specific (3/11)

Section 34 Creek will require the installation of a crane mat bridge between Units 3 and 4. If crane mats are available they can be borrowed from the DNR otherwise they will be the purchaser's responsibility. This installation will be performed in accordance with the specifications on the appropriate permits which shall be provided by the DNR.

##### 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. 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: The purchaser must purchase, haul and spread 200 cubic yards of pit run gravel and 100 cubic yards of 23a road gravel. The Pit run gravel will be placed as indicated on the Timbersale Map. The road gravel will be spread on the Shoe Lakes Road.

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

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

#### 4.1.11 - Permits (2/12)

The DNR will secure any necessary stream crossing permits that may be required.

### 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 (10/13)

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. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

### 4.4 - Access

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

Permission for access across private land is the responsibility of the Purchaser. If crossing Heartwood Forestland Fund IV property, a permit from The Forestland Group is required. When the sale is purchased, they should be contacted regarding crossing their property. Allow 30-60 days for permit processing. A copy of the permit should be provided to the Unit Manager by the presale conference. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

## 5 - Operations

### 5.1 - Notification

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

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

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

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

## 5.2 - Conduct of Operations

### 5.2.1 - Slash

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

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

#### 5.2.1.2 - Slash Removal

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

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

### 5.2.2 - Hazard Trees/Snags

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

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

### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 3-6, 8, and 9-13, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

### 5.2.4 - Dead and Down Creation

#### 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

### 5.2.17 - Crane Mats/Timber Mats (9/11)

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 OSC 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.

### 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) 2-7 and 9-10, cutting, skidding and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of wet soil conditions.

### 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 (1/09)

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

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

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

## 5.7 - Protection of Historical Sites

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

The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are located on the Timber Sale Map. The Purchaser shall protect historical sites from damage by the Purchaser's operations. If Purchaser's operations have cut or damaged historical sites through carelessness, the Purchaser shall pay \$1000 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Access to Payment Unit 2 will need to be reviewed and approved by the Unit Manager prior to construction.

#### 5.8 - Protection of Endangered Species

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

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

### 7 - Other Conditions

#### 7.3 - Contract Modifications

##### 7.3.1 - Emerald Ash Borer

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

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

#### 7.5 - Loss

##### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from beach bark disease in Payment Units 11 and 12. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.





# TIMBER SALE MAP

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

Sale Number	Year
41-026	14
Date	Page of
9/5/2014	1 2

Forest Management Unit	County	Mapped By
Shingleton FMU	Alger	Rick Hill
Township	Range	Section(s) and Subdivision(s)
48N, 47N	17W	47N 17W NENW, NWNE of 3 SWNW, SENW, SWNE, NWSE, NESW, SESW, SWSE of 34 SW, NWNW, SWNW, SENW of 35 SENE of 33
Cruised By		Cedar Ridge Forestry and Kentner

Scale  
1:115,840 4" = 1 Mile

Cover Type			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh
D = Tread Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine
E = Swamp Hardwoods	M = Mpl. Ech. Birch	R = Red Pine	X = Non Stocked
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water
G = Grass	MD = Mixed Deciduous	T = Tamarack	

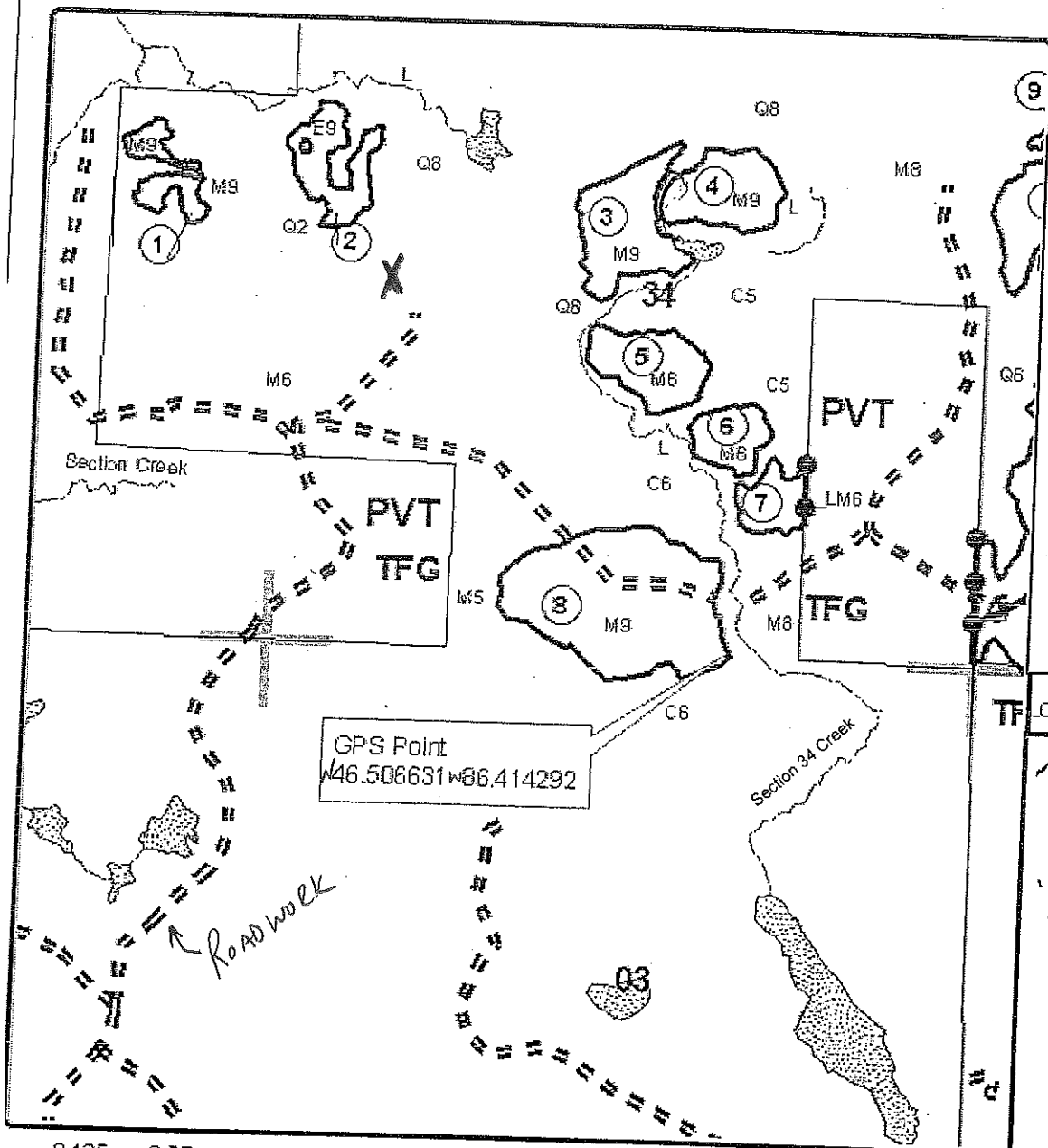
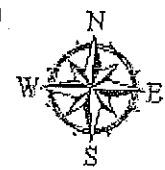
Density	
0 = Non Stocked	5 = Pole Timber Medium
1 = Seeding Sapling Poor	6 = Pole Timber Well
2 = Seeding Sapling Medium	7 = Saw Timber Poor
3 = Seeding Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

PU Acres	PU Acres	PU Acres	PU Acres	PU Acres
1 04	4 09	7 05	10 18	13 34
2 07	5 09	8 32	11 27	
3 13	6 05	9 03	12 66	

## Two Shoes Hardwood

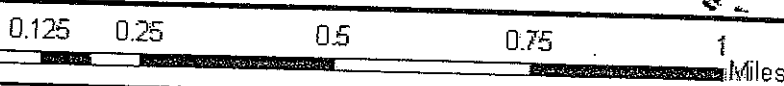
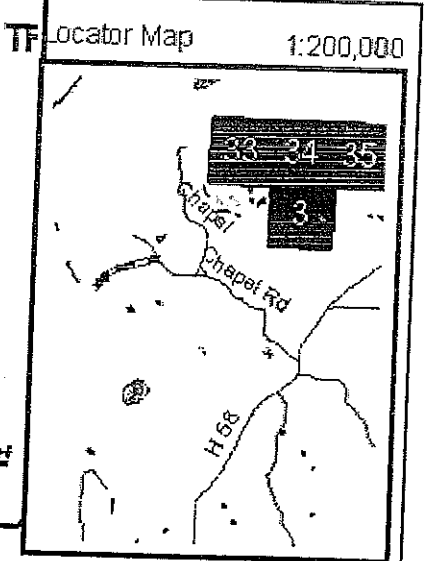
### Compartment 169

232 Acres



**Legend**

- Sale Boundary
  - Against State (Red)
  - Payment Unit (Yellow)
  - Private Line (Blue)
  - Good Dirt
  - Poor Dirt
- Lakes
- Section Corners
- State Forests Boundary
- Stream
- X HISTORICAL SITE





# TIMBER SALE MAP

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

Sale Number	Year
41-026	14
Date	Page of
9/5/2014	2 of 2

Forest Management Unit Shingleton FMU		County Alger	Mapped By Rick Hill
Township 46N, 47N	Range 17W	Cruised By Cedar Ridge Forestry and Kentner	
Section(s) and Subdivision(s) 47N SWNW, SENW, SWNE, NWSE, NESW, SESW, SWSE of 34 SW, NWNW, SWNW, SENW of 35 SENE of 33			

Scale  
4"=1 Mile 1:15,840

### Cover Type

A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine
E = Swamp Hardwoods	M = Mpl. Sch. Birch	R = Red Pine	X = Non Stocked
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water
G = Grass	MD = Mixed Deciduous	T = Tamarack	

### Density

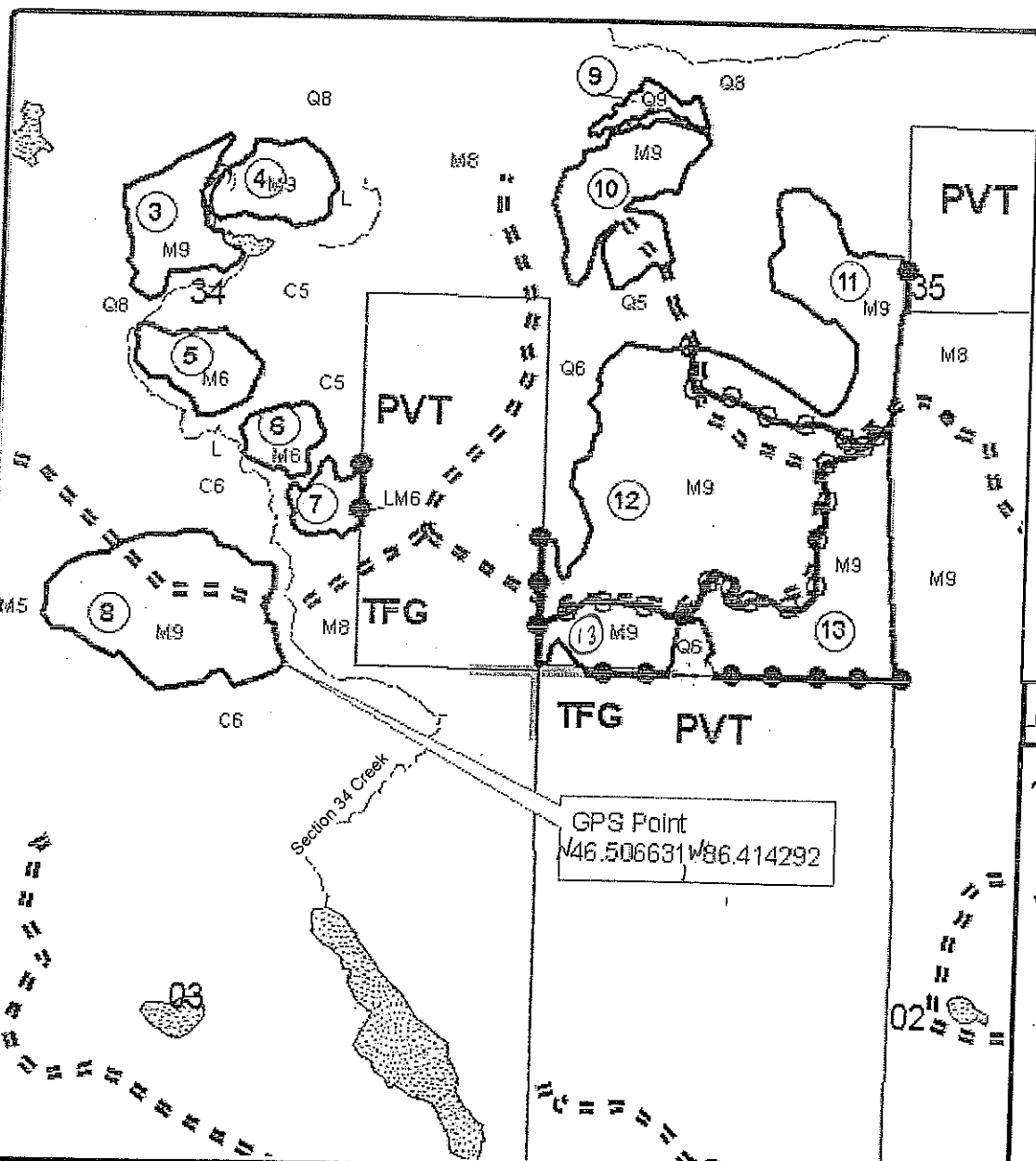
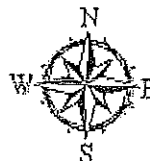
0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

PU	Acres	PU	Acres	PU	Acres	PU	Acres	PU	Acres
1	04	4	09	7	05	10	18	13	34
2	07	5	09	8	32	11	27		
3	13	6	05	9	03	12	66		

## Two Shoes Hardwood

Compartment 169

232 Acres



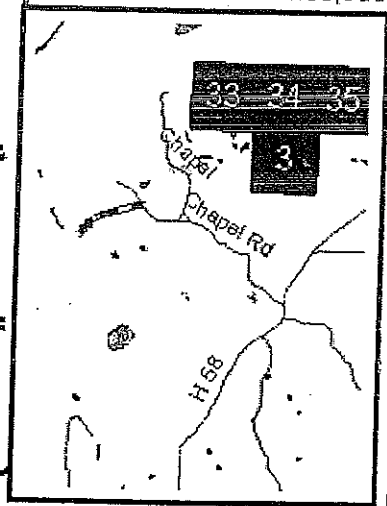
### Legend

#### Sale Boundary

- Against State (Red)
- Payment Unit (Yellow)
- Private Line (Blue)
- Good Dirt
- Poor Dirt
- Lakes
- Section Corners
- State Forests Boundary
- Stream

#### Locator Map

1:200,000



## TIMBER SALE INFORMATION

### JACK ON THE FOX (41-033-13-01)

T46N, R14W, SEC. 11; T46N, R14W, SEC. 12; T46N, R14W, SEC. 13.  
Schoolcraft County (Advertised Price \$62,200.50)

SALE NOTE: The Fox River Pathway goes through parts of the sale, care must be taken to protect the trail.

The snowmobile trail cannot be used during the snowmobile season.

Contact Schoolcraft County prior to harvesting within the R-O-W on the Fox River Rd.

Operations are confined to within the sale area and no tracked equipment is allowed within 200' of the Fox River.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Jack Pine	921.00 Cords	\$ 53.35 / Cord
Red Pine	39.00 Cords	\$ 84.90 / Cord
Scotch Pine	107.00 Cords	\$ 30.40 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$6,501.25:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Red Pine	8.60 MBF	\$ 243.00 / MBF
White Pine	1.50 MBF	\$ 61.00 / MBF
Pulpwood		
Balsam Fir	12.00 Cords	\$ 23.65 / Cord
Black Spruce	43.00 Cords	\$ 29.50 / Cord
Mixed Aspen	30.00 Cords	\$ 28.70 / Cord
Mixed Hardwood	27.00 Cords	\$ 24.50 / Cord
Tamarack	7.00 Cords	\$ 24.15 / Cord
White Pine	51.00 Cords	\$ 21.10 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 12.70 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 **\$3,140.00** 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:
 

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	39%
02	13%
03	25%
04	9%
05	5%
06	9%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2017.

## Sale Specific Conditions & Requirements

Sale Name: Jack On The Fox Sale Number: 41-033-13-01

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against State are marked with red paint.

The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Please be aware that within Payment Unit 3 trees painted with blue paint designate the Fox River Pathway, these trees are not included timber and are to be protected.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH except red pine, white pine and white birch. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 1, 4, 5 and 6, cut all trees which meet minimum piece specifications in 2.2 Utilization except for red pine, white pine, paper birch and cedar. Exception, white pine within Payment Unit 6 is designated for harvest. 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) 3, red pine and white pine are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all other trees which meet minimum piece specifications in 2.2 Utilization except for paper birch. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate reforestation operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 and 3 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 oak and hemlock. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesigned 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 unless other direction is given by the timber sale administrator. 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. Contact the sale administrator for specific details of design and placement. At the sale administrator's discretion, some roads may be left open to facilitate reforestation activities.

### 4.3 - Public Right-of-Way

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

The county must be contacted prior to harvesting in the county road R-O-W. This applies to Payment Units 2, 3 and 5 and County Road 450.

## 5 - Operations

### 5.1 - Notification

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

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

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

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

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

##### 5.2.1.11 - 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 (2/04)

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

#### 5.2.3 - Operating Restrictions

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

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4

mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

#### 5.2.4 - Dead and Down Creation

##### 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

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

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge. No decking or landing activities can occur on the campground road near Unit 3.

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

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

##### 5.2.40 - Pathway protection (10/10)

The Fox River Pathway is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers and/or blue paint. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

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

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. All road maintenance/restoration must be done prior to December 1. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 5.3 - Stream Protection

##### 5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 200 feet of the Fox River.

#### 5.4 - Soil Protection

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

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

##### 5.4.4 - Slope protection (2/04)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or hay bales as soon as use is complete to prevent erosion.

##### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils, especially on slopes and in the lower areas near the Fox River buffer zone.

#### 5.8 - Protection of Endangered Species

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

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

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

### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on the Fox River Pathway prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

## **7 - Other Conditions**

### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

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

### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

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



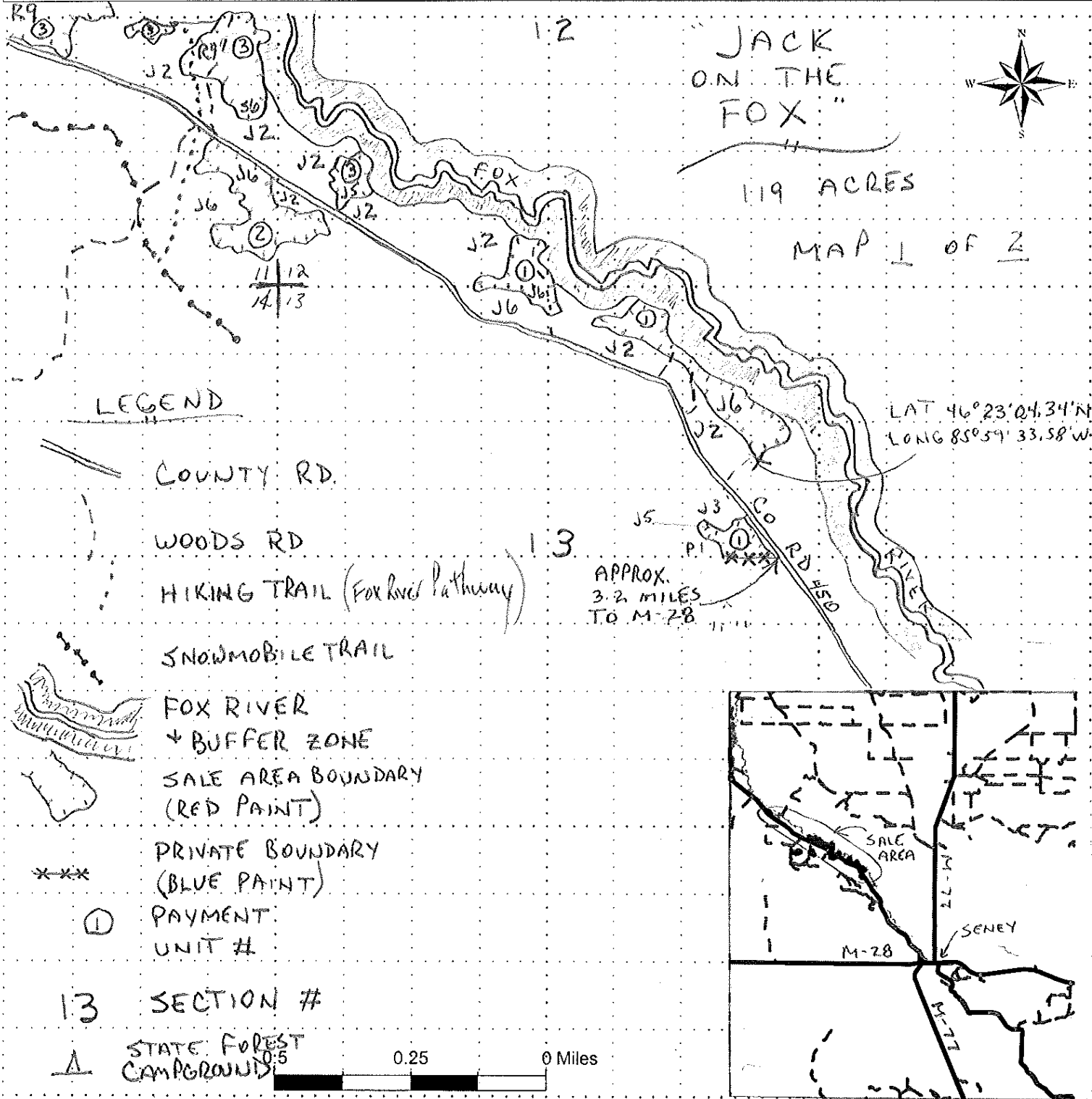
Sale Number	Year
41-033-13-01	2013

# TIMBER SALE MAP

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

Forest Management Unit Shingleton	County Schoolcr/Alger	Mapped By RF Tylka	Date 7-3-13	Page 1	of 2
Township T46N	Range R14W	Section(s) and Subdivision(s) S.03 - NWSW; S.10 - NESE,SESE; S.12 - SWSW,SSEW S.11 - SWNE,SWNW,SEW,SESW,NESW,NWSW,NESE,NWSE,SESE; S.13 - NENE,NWNE,SENE,NENW			
		Cruised By RF Tylka			

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









JABBA THE HUTT, CLEAR-CUT (41-010-15-01)

T45N, R16W, SEC. 04; T45N, R16W, SEC. 05; T45N, R16W, SEC. 09, Schoolcraft County

In response to the notice of sale to be held 2:00 p.m. (local time) on June 24, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Black Spruce	1,246.00 Cords	\$ 18.35 / Cord	\$ _____ / Cord
Jack Pine	478.00 Cords	\$ 36.00 / Cord	\$ _____ / Cord
Red Maple	315.00 Cords	\$ 16.35 / Cord	\$ _____ / Cord
Tamarack	3,012.00 Cords	\$ 16.70 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,489.10 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Balsam Fir	9.00 Cords	\$ 14.70 / Cord
Q. Aspen	53.00 Cords	\$ 25.60 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 11.69 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.

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

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

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

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

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

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

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

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

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



# TIMBER SALE

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

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

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

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-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 (      )
City	State	ZIP

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TWO SHOES HARDWOOD (41-026-14-01)

T47N, R17W, SEC. 03; T48N, R17W, SEC. 34; T48N, R17W, SEC. 35, Alger County

In response to the notice of sale to be held 2:00 p.m. (local time) on June 24, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Sawlogs			
Red Maple	34.90 MBF	\$ 125.00 / MBF	\$ _____ / MBF
Sugar Maple	80.50 MBF	\$ 464.00 / MBF	\$ _____ / MBF
Pulpwood			
Mixed Hardwood	2,139.00 Cords	\$ 16.55 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$6,159.50 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Black Cherry	7.90 MBF	\$ 198.00 / MBF
Pulpwood		
Balsam Fir	37.00 Cords	\$ 12.45 / Cord
Beech	130.00 Cords	\$ 16.10 / Cord
Black Spruce	12.00 Cords	\$ 16.20 / Cord
N. W. Cedar	98.00 Cords	\$ 9.70 / Cord
Paper Birch	79.00 Cords	\$ 11.35 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 10.10 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.

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

FEDERAL ID: _____ or SOCIAL SECURITY NUMBER: _____ Company or individual bidding: _____ Company representative's name: _____ Address: _____ City: _____ State: _____ Zip: _____
---

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

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

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

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



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

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

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

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

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

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-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 (      )	
City	State	ZIP	

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

JACK ON THE FOX (41-033-13-01)

T46N, R14W, SEC. 11; T46N, R14W, SEC. 12; T46N, R14W, SEC. 13, Schoolcraft County

In response to the notice of sale to be held 2:00 p.m. (local time) on June 24, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Jack Pine	921.00 Cords	\$ 53.35 / Cord	\$ _____ / Cord
Red Pine	39.00 Cords	\$ 84.90 / Cord	\$ _____ / Cord
Scotch Pine	107.00 Cords	\$ 30.40 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$6,501.25 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Red Pine	8.60 MBF	\$ 243.00 / MBF
White Pine	1.50 MBF	\$ 61.00 / MBF
Pulpwood		
Balsam Fir	12.00 Cords	\$ 23.65 / Cord
Black Spruce	43.00 Cords	\$ 29.50 / Cord
Mixed Aspen	30.00 Cords	\$ 28.70 / Cord
Mixed Hardwood	27.00 Cords	\$ 24.50 / Cord
Tamarack	7.00 Cords	\$ 24.15 / Cord
White Pine	51.00 Cords	\$ 21.10 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 12.70 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.

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

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

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

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

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

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

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

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

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



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

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

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

**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.
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  - C.  Corporation
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\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date