

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #5785**

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on January 11, 2017. 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:

# Live and Let Pine (41-005-16)

Schoolcraft County, Advertised Price \$115,566.95, 188.5 Acres, Aspen, Red Pine.

SALE NOTE: Sale is located north of M-28, just west of the town of Seney. Sale is mostly comprised of Aspen and Red pine clear-cuts.

- Access to Payment Unit 6 is through private land. Permission for access across private land is the responsibility of the Purchaser.
- Within Payment Units 1-6, harvesting is not permitted between April 1 to June 15 due to Sharp-tail Grouse nesting requirements.
- No harvesting shall occur within drainages located in Payment Units 7 and 10. See Sale Spec 5.4.6 for additional information.

Access may be through private or other public land.

# 007 Mix (41-007-16)

Schoolcraft County, Advertised Price \$87,136.35, 373.5 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Sale is located just east of Pine Creek and north M-28.

- The M-28 ditch crossing will require the installation of a portable bridge. See Sale Spec 4.1.2 for additional information.
- It is the responsibility of the Purchaser to obtain permission from ATC to utilize the right-of-way for operations.
- Harvesting is limited to the period of December 1 to April 15 due to wet soil conditions.
- The sale area has received damage from Larch Beetle. The Purchaser should harvest the wood as soon as possible.

# MHM:19-16 SBW (41-019-16)

Alger County, Advertised Price \$8,685.90, 64.4 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Trail 8 is a snowmobile trail that is shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

• This sale is being set up due to Spruce Bud Worm. The Purchaser should harvest the wood as soon as possible.

# BID INSTRUCTIONS (VER. 09/02/2016):

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

Bids must be received by the Unit Manager, SHINGLETON OFFICE, PO BOX 67 M-28 WEST, SHINGLETON, MI 49884, no later than 2:00 p.m. (local time) on January 11, 2017. 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 (9/14)

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

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

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

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

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

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

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

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

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

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

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

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

KEITH CREAGH Director

# TIMBER SALE INFORMATION

# Live and Let Pine (41-005-16)

Schoolcraft County (Advertised Price \$115,566.95)

SALE NOTE: Sale is located north of M-28, just west of the town of Seney. Sale is mostly comprised of Aspen and Red pine clear-cuts.

- Access to Payment Unit 6 is through private land. Permission for access across private land is the responsibility of the Purchaser.
- Within Payment Units 1-6, harvesting is not permitted between April 1 to June 15 due to Sharp-tail Grouse nesting requirements.
- No harvesting shall occur within drainages located in Payment Units 7 and 10. See Sale Spec 5.4.6 for additional information.

Access may be through private or other public land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*			ADVERTISED PRICE		
Pulpwood						
Black Spruce	67.00	Cords	\$	36.60 / Cord		
Jack Pine	316.00	Cords	\$	51.75 / Cord		
Quaking Aspen	670.00	Cords	\$	33.50 / Cord		
Red Pine	858.00	Cords	\$	67.40 / Cord		
Tamarack	42.00	Cords	\$	21.05 / Cord		
White Pine	493.00	Cords	\$	31.65 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.50 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 \$5,778.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2020.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	43.0	Cords	21.2	\$14,089.45
	Red Pine		161.0	Cords		
	White Pine		32.0	Cords		
2	Jack Pine	Pulpwood	60.0	Cords	18.5	\$12,531.50
	Quaking Aspen		29.0	Cords		
	Red Pine		86.0	Cords		
	White Pine		84.0	Cords		
3	Quaking Aspen	Pulpwood	5.0	Cords	6.3	\$7,184.15
	Red Pine		98.0	Cords		
	White Pine		13.0	Cords		
4	Jack Pine	Pulpwood	60.0	Cords	15.5	\$10,929.80
	Quaking Aspen		11.0	Cords		
	Red Pine		74.0	Cords		
	White Pine		78.0	Cords		
5	Jack Pine	Pulpwood	40.0	Cords	11.1	\$2,070.00
6	Red Pine	Pulpwood	78.0	Cords	3.3	\$5,257.20
7	Black Spruce	Pulpwood	8.0	Cords	20.4	\$14,659.05
	Jack Pine		20.0	Cords		
	Quaking Aspen		82.0	Cords		
	Red Pine		119.0	Cords		
	White Pine		81.0	Cords		
8	Black Spruce	Pulpwood	14.0	Cords	34.5	\$20,209.95
	Jack Pine		9.0	Cords		
	Quaking Aspen		257.0	Cords		
	Red Pine		82.0	Cords		
	Tamarack		3.0	Cords		
	White Pine		159.0	Cords		
9	Black Spruce	Pulpwood	2.0	Cords	35.0	\$15,697.05
	Jack Pine		68.0	Cords		
	Quaking Aspen		175.0	Cords		
	Red Pine		69.0	Cords		
	Tamarack		26.0	Cords		
	White Pine		33.0	Cords		
10	Black Spruce	Pulpwood	43.0	Cords	22.7	\$12,938.80
	Jack Pine		16.0	Cords		
	Quaking Aspen		111.0	Cords		
	Red Pine		91.0	Cords		
	Tamarack		13.0	Cords		
	White Pine		13.0	Cords		
	-	TOTAL:	2,446.0	Cords		

# Sale Specific Conditions & Requirements

Sale Name: Live and Let Pine Sale Number: 41-005-16 Seq#: 1

# 1 - Sale Area

# 1.2 - Boundaries

# 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

# 2.1 - Included Timber

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

Within Payment Unit(s) 1-6, cut all species trees that are two (2) inches or more at DBH, except oak and hemlock. In Payment Units 7-10, cut all aspen and maple trees that are two (2) inches or more at DBH, all other trees except oak and hemlock which meet minimum piece specifications in 2.2 Utilization are designated for cutting.

# 3 - Payments

# 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 7-10 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. There will be only one division per Payment Unit.

# 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 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. 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. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

# 4.2.4 - Grading (12/14)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

# 4.4 - Access

# 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser.

# 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 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) 1-6, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 1 to June 1. This restriction is due to Sharp-tail grouse nesting requirements.

# 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.

# 5.2.38 - 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 drainages located in Payment Units 7 and 10. When harvesting occurs, there should be no disturbance to the drainage depressions. All equipment, trees and tops should be kept out of this area. Within 100 feet of drainages, 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. Drainages can only be crossed at locations designated by the sale administrator.

# 5.8 - Protection of Endangered Species

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

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

# 7 - Other Conditions

# 7.3 - Contract Modifications

# 7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 10/17/2016 2:22:31PM

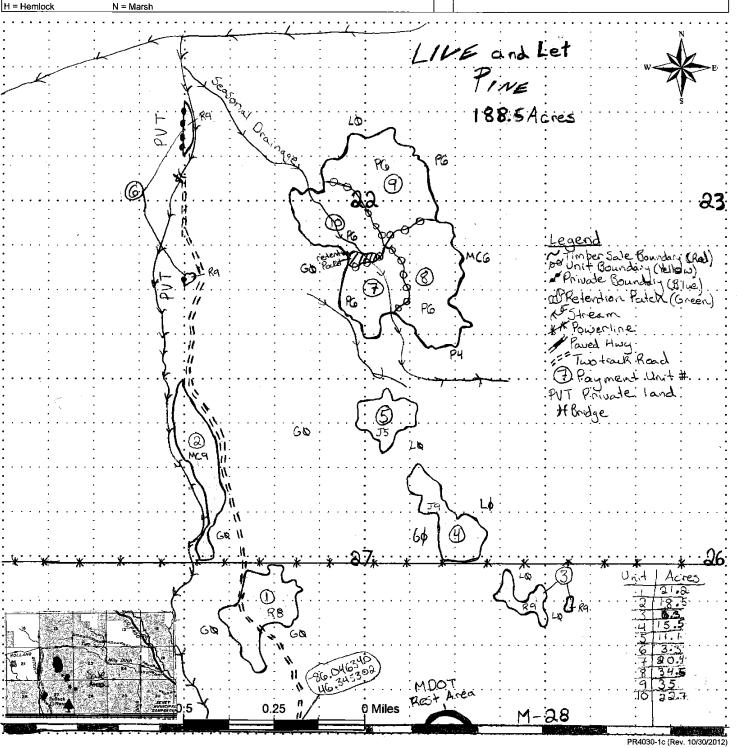
# Michigan Department of Natural Resources - Forest Resources Division

# TIMBER SALE **M**AP

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

Sale Number Year 16 41-005

County Mapped By Kentner Forest Management Unit of Page Schoolcraft 1/12/16 Shingleton Section(s) and Subdivision(s) B2: E1/2 NW1/4, NWSW1 SENW1 E1/2 SW1/4, SESW, SE1/4. 28: NENE Township Range 14W 46 N 27: W/4 NO /4, NF NU, NWNE, SWPE, SENE, NESE, NUSW, SWSW, NESW. 26: NWSW Cover Type **Density** U = Upland Brush UM =Upland Mix Forest V = Bog or Marsh W = White Pine A = Aspen
B = Paper Birch
C = Cedar J = Jack Pine O = Oak P = Lowland Poplar 0 = Non Stocked 5 = Pole Timber Medium K = Rock 1 = Seedling Sapling Poor 6 = Pole Timber Well Q = Mixed Swamp Conifer L = Lowland Brush 2 = Seedling Sapling Medium 3 = Seedling Sapling Well 7 = Saw Timber Poor D = Treed Bog LM = Lowland Mix Forest R = Red Pine 8 = Saw Timber Medium E = Swamp Hardwoods F = Spruce/Fir G = Grass M = Maple, Beech, Birch S = Black Spruce X = Non Stocked 4 = Pole Timber Poor 9 = Saw Timber Well MC = Mixed Conifer T = Tamarack Y = Sand MD = Mixed Deciduous Z = Water H = Hemlock N = Marsh



# TIMBER SALE INFORMATION

# 007 Mix (41-007-16)

Schoolcraft County (Advertised Price \$87,136.35)

SALE NOTE: Sale is located just east of Pine Creek and north M-28.

- The M-28 ditch crossing will require the installation of a portable bridge. See Sale Spec 4.1.2 for additional information.
- It is the responsibility of the Purchaser to obtain permission from ATC to utilize the right-of-way for operations.
- Harvesting is limited to the period of December 1 to April 15 due to wet soil conditions.
- The sale area has received damage from Larch Beetle. The Purchaser should harvest the wood as soon as possible.

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ESTIMATED UNITS*		ADVERTISED PRICE	
Pulpwood					
Balsam Fir	139.00	Cords	\$	12.20 / Cord	
Balsam Poplar	2.00	Cords	\$	20.45 / Cord	
Black Cherry	14.00	Cords	\$	17.05 / Cord	
Black Spruce	1,577.00	Cords	\$	22.30 / Cord	
Jack Pine	8.00	Cords	\$	31.55 / Cord	
N. White Cedar	22.00	Cords	\$	22.30 / Cord	
Paper Birch	128.00	Cords	\$	20.45 / Cord	
Quaking Aspen	116.00	Cords	\$	20.45 / Cord	
Red Maple	459.00	Cords	\$	17.05 / Cord	
Red Pine	133.00	Cords	\$	41.10 / Cord	
Tamarack	2,006.00	Cords	\$	12.85 / Cord	
White Pine	269.00	Cords	\$	19.30 / 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 \$4,357.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2020.

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	40.0	Cords	40.4	\$9,680.60
	Black Spruce		194.0	Cords		
	Jack Pine		8.0	Cords		
	Paper Birch		11.0	Cords		
	Quaking Aspen		6.0	Cords		
	Red Maple		32.0	Cords		
	Tamarack		249.0	Cords		
	White Pine		27.0	Cords		
2	Balsam Fir	Pulpwood	54.0	Cords	45.2	\$7,671.40
	Balsam Poplar		2.0	Cords		, , , , , ,
	Black Cherry		13.0	Cords		
	Black Spruce		91.0	Cords		
	Paper Birch		3.0	Cords		
	Quaking Aspen		6.0	Cords		
	Red Maple		84.0	Cords		
	Red Pine		3.0	Cords		
	Tamarack		232.0	Cords		
3	Balsam Fir	Pulpwood	33.0	Cords	51.5	\$11,232.35
3		Fulpwood			31.5	\$11,232.33
	Black Spruce		175.0	Cords		
	Paper Birch		66.0	Cords		
	Quaking Aspen		78.0	Cords		
	Red Maple		96.0	Cords		
	Tamarack		151.0	Cords		
	White Pine		21.0	Cords		
4	Balsam Fir	Pulpwood	2.0	Cords	68.0	\$24,150.05
	Black Spruce		633.0	Cords		
	Paper Birch		17.0	Cords		
	Red Maple		113.0	Cords		
	Red Pine		90.0	Cords		
	Tamarack		221.0	Cords		
	White Pine		62.0	Cords		
5	Black Spruce	Pulpwood	210.0	Cords	55.2	\$13,159.00
	N. White Cedar		22.0	Cords		
	Paper Birch		23.0	Cords		
	Quaking Aspen		17.0	Cords		
	Red Maple		79.0	Cords		
	Red Pine		19.0	Cords		
	Tamarack		251.0	Cords		
	White Pine		94.0	Cords		
6	Black Spruce	Pulpwood	29.0	Cords	9.5	\$1,623.30
	Tamarack		76.0	Cords		, , , , , , , , , , , , , , , , , , , ,
7	Black Cherry	Pulpwood	1.0	Cords	13.8	\$2,783.75
•	Black Spruce	l alpwood	28.0	Cords	10.0	Ψ2,7 σσ.7 σ
	Paper Birch		1.0	Cords		
	Quaking Aspen		2.0	Cords		
	Red Maple		9.0	Cords		
	Tamarack		150.0			
0		Dulpus		Cords	440	#0.000.00
8	Balsam Fir	Pulpwood	5.0	Cords	14.6	\$3,083.90
	Black Spruce		30.0	Cords		
	Quaking Aspen		2.0	Cords		
	Tamarack		180.0	Cords		
9	Black Spruce	Pulpwood	47.0	Cords	16.1	\$2,489.75
	Red Maple		7.0	Cords		
	Red Pine		2.0	Cords		
	Tamarack	Ī	92.0	Cords	1	

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
9 con't	White Pine	Pulpwood	3.0	Cords		
10	Balsam Fir	Pulpwood	5.0	Cords	59.2	\$11,262.25
	Black Spruce		140.0	Cords		
	Paper Birch		7.0	Cords		
	Quaking Aspen		5.0	Cords		
	Red Maple		39.0	Cords		
	Red Pine		19.0	Cords		
	Tamarack		404.0	Cords		
	White Pine		62.0	Cords		
		TOTAL:	4,873.0	Cords		

# Sale Specific Conditions & Requirements

Sale Name: 007 Mix Sale Number: 41-007-16 Seq#: 1

# 1 - Sale Area

# 1.2 - Boundaries

# 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

# 2.1 - Included Timber

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

Within Payment Unit(s) 2 and 6-8, cut all trees which meet minimum piece specifications in 2.2 Utilization except hemlock, oak and white pine.

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

Within Payment Unit(s) 1, 3-5 and 9-10, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except hemlock, oak and trees marked with green paint above and below stump height.

# 3 - Payments

# 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 4, 5 and 10 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. There will be only one division per Payment Unit.

# 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

# 4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR.

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

The M-28 Ditch crossing will require the installation of a portable bridge which may be borrowed from the DNR, if available. 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.

# 4.1.5 - 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. 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.

# 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.

# 5.1.6 - Utility R.O.W. (1/15)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

# 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) 1-10, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to April 15. This restriction is because of wet soils.

# 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 (10/14)

Some roads or skid trails may require extra protection such as that afforded by Crane Mats/Timber Mats. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette ICC 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.

# 5.4 - Soil Protection

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

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

# 5.8 - Protection of Endangered Species

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

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

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

# 7 - Other Conditions

# 72 - Extensions

# 7.2.5 - Weather related extension (1/13)

If weather conditions during the operating period of this contract prevent harvesting, this sale may qualify for a weather related extension. If approved, the normal extension fee would be waived. To qualify, there must be a documented attempt each year to harvest in the difficult portion of the sale.

# 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 beetle. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 9/27/2016 7:22:26AM

Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

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

Sale Number 41-007

Year 16

Date Page Mapped By Kentner Forest Management Unit County 6/20/2016 а Shingleton Schoolcraft Cruised By SHN Office 29:E1/2 W/2 NW/4 Section(s) and Subdivision(s): 17: 51/25w1/4 19: E1/2 20: W/2, 5 WSE Township Range 46 N 16 W

30: NE 14 Density

Cover Type

A = Aspen B = Paper Birch C = Cedar D = Treed Bog

J = Jack Pine K = Rock L = Lowland Brush

LM = Lowland Mix Forest R = Red Pine E = Swamp Hardwoods F = Spruce/Fir M = Maple, Beech, Birch S = Black Spruce MC = Mixed Conifer MD = Mixed Deciduous

O = Qak P = Lowland Poplar Q = Mixed Swamp Conifer

T = Tamarack

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

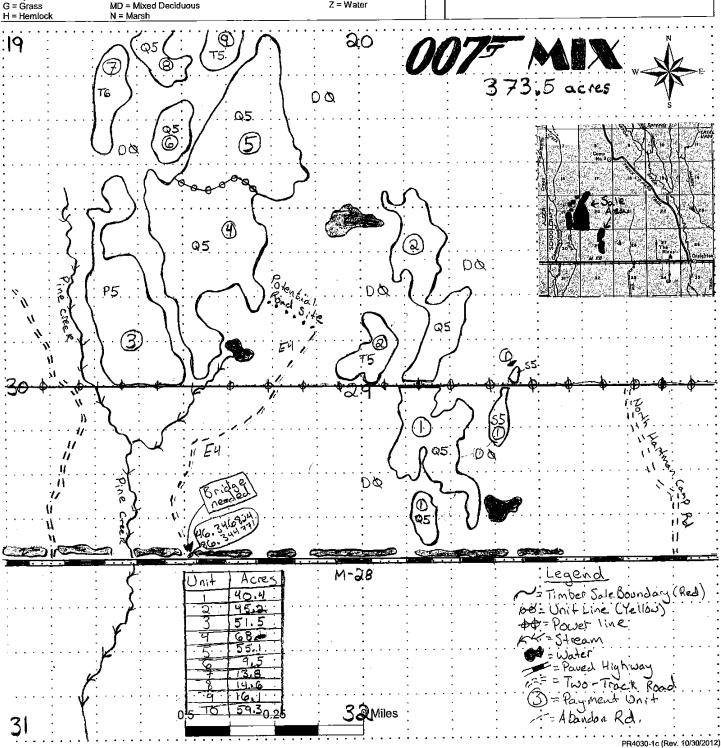
X = Non Stocked Y = Sand Z = Water

0 = Non Stocked

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well 4 = Pole Timber Poor

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

8 = Saw Timber Medium 9 = Saw Timber Well



Michigan Department of Natural Resources - Forest Resources Division

Sale Number

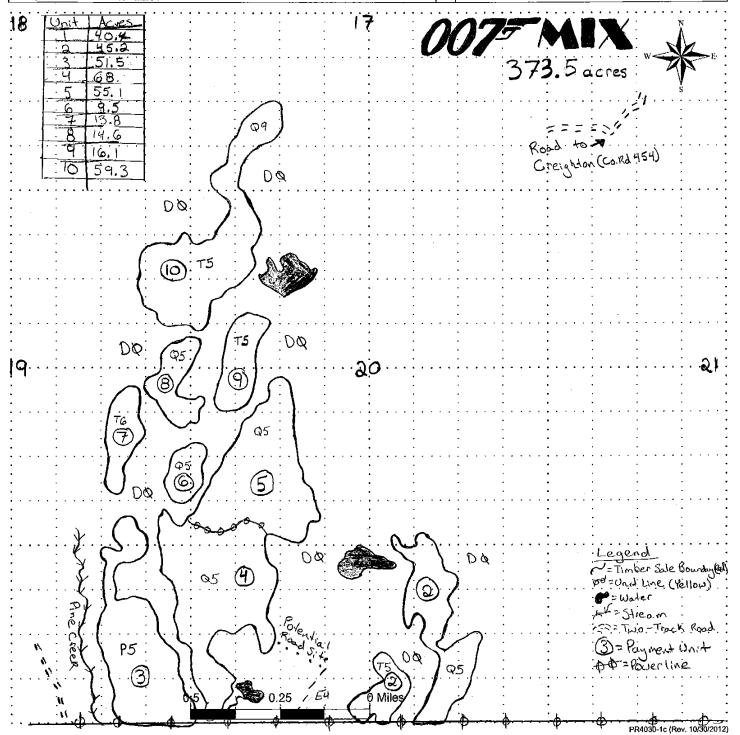
Year 16

# TIMBER SALE MAP

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

41-007

Forest Management Unit County Mapped By Kentner Date Page 6/20/2016 Shingleton Schoolcraft 2 Cruised By SHN Office 29: E'R, W'R NW, SE NW Range Section(s) and Subdivision(s): 17: 51/25W 19: E1/2 20: W1/2,5WSE Township 46 N 30: NE 4 16W Density Cover Type J = Jack Pine U = Uoland Brush A = Aspen O = Oak 5 = Pole Timber Medium 0 = Non Stocked B = Paper Birch P = Lowland Poplar UM =Upland Mix Forest K = Rock 6 = Pole Timber Well 1 = Seedling Sapling Poor 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 8 = Saw Timber Medium 3 = Seedling Sapling Well E = Swamp Hardwoods F = Spruce/Fir M = Maple, Beech, Birch S = Black Spruce X = Non Stocked 9 = Saw Timber Well 4 = Pole Timber Poor MC = Mixed Conifer T = Tamarack Y = Sand MD = Mixed Deciduous G = Grass Z = Water H = Hemlock N = Marsh



# TIMBER SALE INFORMATION

# MHM:19-16 SBW (41-019-16)

Alger County (Advertised Price \$8,685.90)

SALE NOTE: Trail 8 is a snowmobile trail that is shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

· This sale is being set up due to Spruce Bud Worm. The Purchaser should harvest the wood as soon as possible.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE		
Pulpwood					
Balsam Fir	105.00	Cords	\$	15.85 / Cord	
Black Spruce	81.00	Cords	\$	29.00 / Cord	
Paper Birch	5.00	Cords	\$	26.55 / Cord	
Quaking Aspen	27.00	Cords	\$	26.55 / Cord	
Red Maple	159.00	Cords	\$	22.15 / Cord	
White Pine	12.00	Cords	\$	25.10 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 37.38 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 \$434.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2018.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	75.0	Cords	57.6	\$5,936.40
	Black Spruce		29.0	Cords		
	Quaking Aspen		19.0	Cords		
	Red Maple		140.0	Cords		
	White Pine		12.0	Cords		
2	Balsam Fir	Pulpwood	30.0	Cords	6.8	\$2,749.50
	Black Spruce		52.0	Cords		
	Paper Birch		5.0	Cords		
	Quaking Aspen		8.0	Cords		
	Red Maple		19.0	Cords		
		TOTAL:	389.0	Cords		

# Sale Specific Conditions & Requirements

Sale Name: MHM:19-16 SBW Sale Number: 41-019-16 Seq#: 1

# 1 - Sale Area

# 1.2 - Boundaries

# 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

# 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization except hemlock and oak. In addition, in Payment Unit 1, do not cut Cherry or trees marked with Green Paint. Also, in Payment Unit 2, do not cut White Pine.

# 3 - Payments

# 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

# 3.4 - Damaged Timber

# 3.4.2 - Special Protection Trees (4/14)

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

# 4 - Transportation

# 4.1 - Construction

# 4.1.3 - Slash and earthen piles (8/04)

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

# 4.1.4 - Timber removed for construction (12/09)

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

# 4.1.6 - Road construction (1/09)

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

# 4.1.7 - Road closure (10/11)

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

logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

# 5 - Operations

# 5.1 - Notification

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

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

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

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

# 5.2 - Conduct of Operations

# 5.2.2 - 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.

# 5.2.41 - Snowmobile trail protection (9/11)

Trail 8 is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. The snowmobile trail cannot be used during the snowmobile season December 1 thru March 31. The snowmobile trail may only be crossed at right angles during this period. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

# 5.4 - Soil Protection

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

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

# 5.8 - Protection of Endangered Species

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

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

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

# 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on Trail 8 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

# 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 Spruce Bud Worm. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 10/17/2016 1:35:26PM

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# BID

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

# <u>Live and Let Pine (41-005-16)</u> ; Schoolcraft COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on January 11, 2017, 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	OLUME*	ADVERTISED PRICE		BID PRICE
Pulpwood					
Black Spruce	67.00 C	ords	\$	36.60/Cord	\$
Jack Pine	316.00 C	ords	\$	51.75/Cord	\$
Quaking Aspen	670.00 C	ords	\$	33.50/Cord	\$
Red Pine	858.00 C	ords	\$	67.40/Cord	\$
Tamarack	42.00 C	ords	\$	21.05/Cord	\$
White Pine	493.00 C	ords	\$	31.65/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.50 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:	_ <del></del>
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	THE ABOVE BOX.
Individual	or company representative's signature	re:		Date:
Phone nu	ımber :	Email (d	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.

•	<ul> <li>In addition, if boxes 2B or 2C are checked, then Notice of Exclusion of twenty-one (21) days of the contract award and prior to the issuance of the</li> </ul>				
•	All Information must be typed or printed except for written signatures.				
Ple	Please Check Appropriate Categories:				
1.	<ol> <li>My business is organized as (you must check one of the boxes below A.  Sole Proprietorship (individual)</li> <li>Partnership</li> <li>Corporation</li> </ol>	):			
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employees be Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's Comper Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Equestions or a copy of the BWC-337, please call the Worker's Compensation C.  I certify my business has a Worker's Compensation Policy. I will provide</li> </ul>	nsation Act through the use of an approved Notice of Exclusion within 21 days of the contract award. (For sation Bureau at 517-322-1195).			
3.	one (21) days of the contract award.  3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number than yourself, including family members and active partners (if none, your full-time Employees				
Nan	Name of Business Federal ID (or	) Social Security No.			
Add	Address Telephone ( )				
City	City State ZIP				
in f	I hereby certify that the above information is true and correct. I agree to not in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative				
1	Title D	ate			

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

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

# BID

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

007 Mix (41-007-16) ; Schoolcraft COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on January 11, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Pulpwood	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE
Balsam Fir	139.00	Cords	\$	12.20/Cord	\$
Balsam Poplar	2.00	Cords	\$	20.45/Cord	\$
Black Cherry	14.00	Cords	\$	17.05/Cord	\$
Black Spruce	1,577.00	Cords	\$	22.30/Cord	\$
Jack Pine	8.00	Cords	\$	31.55/Cord	\$
N. White Cedar	22.00	Cords	\$	22.30/Cord	\$
Paper Birch	128.00	Cords	\$	20.45/Cord	\$
Quaking Aspen	116.00	Cords	\$	20.45/Cord	\$
Red Maple	459.00	Cords	\$	17.05/Cord	\$
Red Pine	133.00	Cords	\$	41.10/Cord	\$
Tamarack	2,006.00	Cords	\$	12.85/Cord	\$
White Pine	269.00	Cords	\$	19.30/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:		
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.	
FEDERAL ID: or SOCIAL SECURITY NUMBER: Company or individual bidding: Company representative's name: Address: City: State: Zip:  F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. Individual or company representative's signature: Date: Phone number: Email (optional):	_				
Phone nu	mber:	Email (d	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.

۷E	RIFICATION 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 have 2D as 2C are checked than Nation of Evaluation as Contificate of Incurrence must be submitted within

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	ase Check Appropriate Categories:		
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation		
2.	You <b>must</b> check <u>one</u> of the boxes below:		
	A.   I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.		
	B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).		
	C.   I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.		

3. If you have checked item 2(A) or 2(B), you must 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

Name of Business		Federal ID (or) Social Security No.
Address		Telephone
City	State	ZIP
hereby certify that the above infoint for the first hereby certify that the above info		rect. I agree to notify the Michigan DNR of any changes that occur t and future operations.
Signature of Owner or Authorized Rep		
3	resentative	

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

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

Part-time Employees

# BID

# SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

# MHM:19-16 SBW (41-019-16) ; Alger COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on January 11, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Pulpwood	ESTIMATED \	/OLUME*	<u>ADV</u>	ERTISED PRICE	BID PRICE
Balsam Fir	105.00	Cords	\$	15.85/Cord	\$
Black Spruce	81.00	Cords	\$	29.00/Cord	\$
Paper Birch	5.00	Cords	\$	26.55/Cord	\$
Quaking Aspen	27.00	Cords	\$	26.55/Cord	\$
Red Maple	159.00	Cords	\$	22.15/Cord	\$
White Pine	12.00	Cords	\$	25.10/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 37.38 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN	THE ABOVE BOX.	
Individual	or company representative's signature	re:		Date:	_
Phone nu	mber :	Email (d	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 App	Please Check Appropriate Categories:				
A. ☐ Sole Prop B. ☐ Partnersh	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation				
2. You must ched	ck <u>one</u> of the boxes below:				
A. ☐ I certify m Worker's	y business is a sole proprietorship and it hat the Compensation Laws.	has no employees but the sole proprietor. I am not subject to the			
Exclusion	(BWC-337, Rev. 5/96). I will provide a co	the Worker's Compensation Act through the use of an approved Notice copy of the Notice of Exclusion within 21 days of the contract award. (Forme Worker's Compensation Bureau at 517-322-1195).			
	y business has a Worker's Compensation days of the contract award.	n Policy. I will provide an original Certificate of Insurance within twenty-			
		ndicate the number of <b>both</b> full-time and part-time employees, partners (if none, you must enter "0").	other		
	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 DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative					
Title		Date	_		

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

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