



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN**

TIMBER SALE PROSPECTUS #5873

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on April 5, 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 \$78,734.65, 188.5 Acres, Aspen, Red Pine.

SALE NOTE: This sale has been reduced by approximately 25% due to the "NO BID" status from Prospectus 5785, which was offered on 1-11-17.

The sale is located north of M-28, just west of the town of Seney. The sale is comprised mostly of Aspen and Red pine clear-cuts.

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.

Garden Royale (41-021-16)

Delta County, Advertised Price \$77,441.35, 216.5 Acres, Red Pine, Spruce/Fir/Tamarack.

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

It is recommended, but not required that within Payment Units 2, 8 and 10, harvesting occur during dry summer or frozen winter conditions due to soft soils.

The Cooks Garden Grade is a Snowmobile Trail north of the Johnson Road. See Sale Spec 5.2.41 for restrictions.

This sale has received damage from spruce budworm. The Purchaser should harvest the wood as soon as possible.

Access may be through private or other public land.

MWR C151 Contract (41-028-16)

Schoolcraft County, Advertised Price \$60,765.90, 151.4 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Tops and slash must be CHIP HARVESTED in Payment Unit 1, This work must be done concurrently with harvesting. See Sale Spec 2.2.2 for additional information.

Within Payment Unit 1, HARVESTING IS LIMITED to the period of August 15, 2017 through March 15, 2018 due to requirements of silviculture project.

Within Payment Units 2, 3 and 4, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

This is a research sale with a short contract length. The sale must be harvested promptly. See Sale Spec 7.2 for additional information related to extensions.

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 April 5, 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 \$78,734.65)

SALE NOTE: This sale has been reduced by approximately 25% due to the "NO BID" status from Prospectus 5785, which was offered on 1-11-17.

The sale is located north of M-28, just west of the town of Seney. The sale is comprised mostly of Aspen and Red pine clear-cuts.

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:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Black Spruce	67.00 Cords	\$ 23.85 / Cord
Jack Pine	316.00 Cords	\$ 36.30 / Cord
Quaking Aspen	670.00 Cords	\$ 20.45 / Cord
Red Pine	858.00 Cords	\$ 48.05 / Cord
Tamarack	42.00 Cords	\$ 13.85 / Cord
White Pine	493.00 Cords	\$ 20.60 / Cord

* 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 \$3,937.00 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	\$9,956.15
	Red Pine		161.0	Cords		
	White Pine		32.0	Cords		
2	Jack Pine	Pulpwood	60.0	Cords	18.5	\$8,633.75
	Quaking Aspen		29.0	Cords		
	Red Pine		86.0	Cords		
	White Pine		84.0	Cords		
3	Quaking Aspen	Pulpwood	5.0	Cords	6.3	\$5,078.95
	Red Pine		98.0	Cords		
	White Pine		13.0	Cords		
4	Jack Pine	Pulpwood	60.0	Cords	15.5	\$7,565.45
	Quaking Aspen		11.0	Cords		
	Red Pine		74.0	Cords		
	White Pine		78.0	Cords		
5	Jack Pine	Pulpwood	40.0	Cords	11.1	\$1,452.00
6	Red Pine	Pulpwood	78.0	Cords	3.3	\$3,747.90
7	Black Spruce	Pulpwood	8.0	Cords	20.4	\$9,980.25
	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	\$13,173.30
	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	\$10,450.20
	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	\$8,696.70
	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#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - 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.



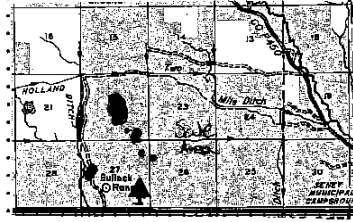
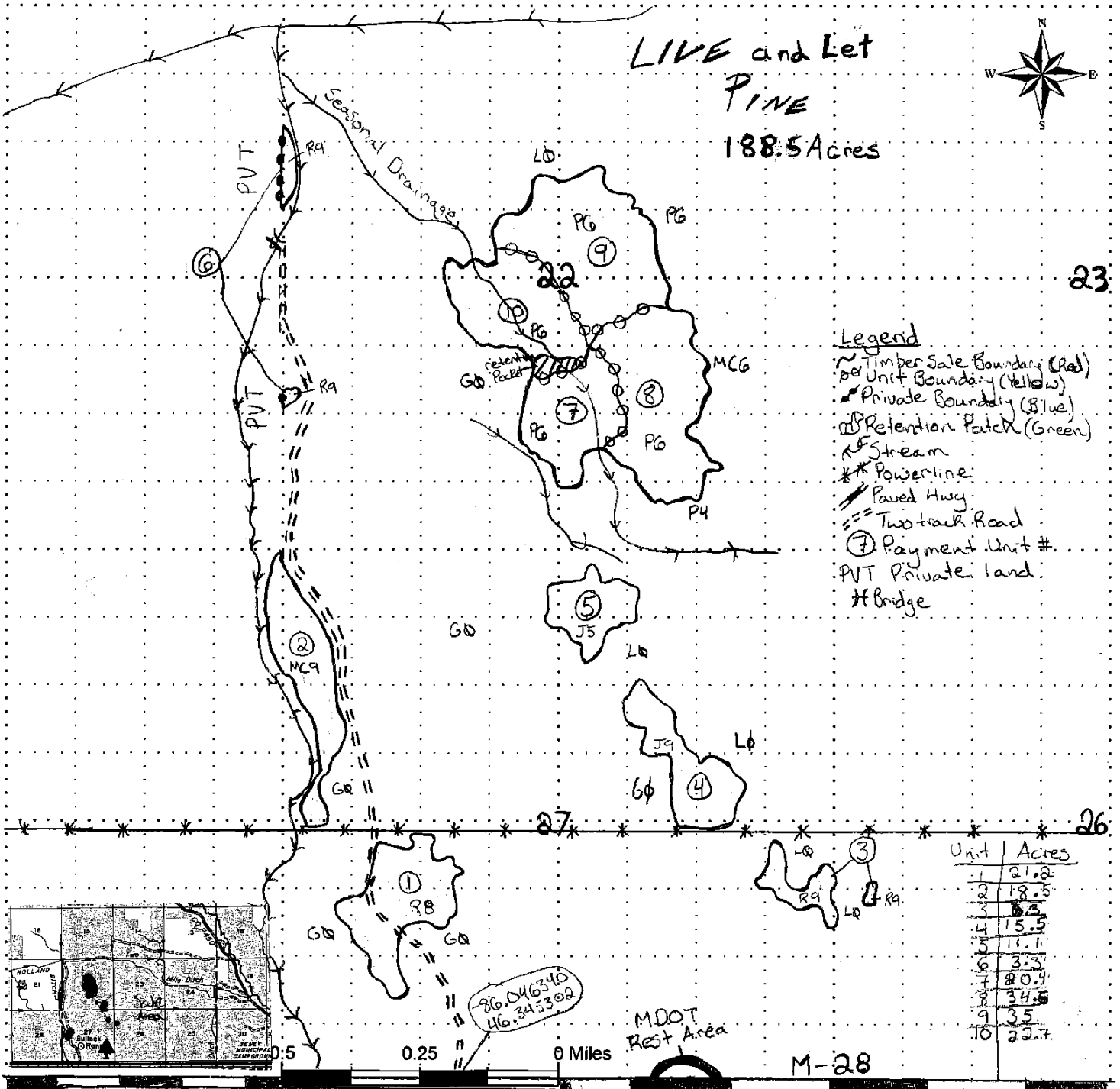
TIMBER SALE MAP

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

Sale Number	Year
41-005	16

Forest Management Unit Shingleton	County Schoolcraft	Mapped By Kentner Cruised By Kentner	Date 1/12/16	Page 1	of 1
Township 46 N	Range 14 W	Section(s) and Subdivision(s) 22: E 1/2 NW 1/4, NWSW, SENE, E 1/2 SW 1/4, SESW, SE 1/4, 23: NENE, 27: W 1/2 NW 1/4, NENW, NUNE, SWNE, SENE, NESE, NWSW, SWSW, NESW, 26: NWSW			

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				



TIMBER SALE INFORMATION

Garden Royale (41-021-16)

Delta County (Advertised Price \$77,441.35)

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

It is recommended, but not required that within Payment Units 2, 8 and 10, harvesting occur during dry summer or frozen winter conditions due to soft soils.

The Cooks Garden Grade is a Snowmobile Trail north of the Johnson Road. See Sale Spec 5.2.41 for restrictions.

This sale has received damage from spruce budworm. The Purchaser should harvest the wood as soon as possible.

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:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Paper Birch	6.00 MBF	\$ 107.00 / MBF
Red Maple	2.20 MBF	\$ 137.00 / MBF
Pulpwood		
Balsam Fir	81.00 Cords	\$ 15.65 / Cord
Black Cherry	3.00 Cords	\$ 24.65 / Cord
Black Spruce	464.00 Cords	\$ 31.40 / Cord
Jack Pine	145.00 Cords	\$ 47.75 / Cord
N. White Cedar	257.00 Cords	\$ 28.30 / Cord
Paper Birch	109.00 Cords	\$ 25.05 / Cord
Quaking Aspen	214.00 Cords	\$ 26.90 / Cord
Red Maple	157.00 Cords	\$ 24.65 / Cord
Red Pine	487.00 Cords	\$ 63.25 / Cord
Tamarack	7.00 Cords	\$ 18.25 / Cord
White Pine	111.00 Cords	\$ 27.10 / Cord
White Spruce	3.00 Cords	\$ 31.40 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 12.17 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$3,872.00 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	Quaking Aspen Red Maple White Pine	Pulpwood	11.0	Cords	26.7	\$838.05
			11.0	Cords		
			10.0	Cords		
2	Paper Birch Balsam Fir Black Spruce N. White Cedar Paper Birch Quaking Aspen Red Maple Red Pine White Pine	Sawtimber	0.5	MBF	27.7	\$10,674.55
		Pulpwood	11.0	Cords		
			154.0	Cords		
			103.0	Cords		
			17.0	Cords		
			17.0	Cords		
			15.0	Cords		
			10.0	Cords		
			30.0	Cords		
3	Red Pine	Pulpwood	171.0	Cords	20.7	\$10,815.75
4	Quaking Aspen Red Pine	Pulpwood	3.0	Cords	31.0	\$15,576.95
			245.0	Cords		
5	Black Cherry Red Maple White Pine	Pulpwood	3.0	Cords	15.3	\$431.30
			9.0	Cords		
			5.0	Cords		
6	Paper Birch Balsam Fir Paper Birch Quaking Aspen Red Maple	Sawtimber	0.5	MBF	8.4	\$1,875.30
		Pulpwood	4.0	Cords		
			5.0	Cords		
			36.0	Cords		
			27.0	Cords		
7	Paper Birch Red Maple	Pulpwood	3.0	Cords	9.0	\$494.20
			17.0	Cords		
8	Paper Birch Red Maple Balsam Fir Black Spruce N. White Cedar Paper Birch Quaking Aspen Red Maple	Sawtimber	3.7	MBF	14.3	\$8,571.40
			1.7	MBF		
		Pulpwood	23.0	Cords		
			32.0	Cords		
			138.0	Cords		
			53.0	Cords		
			28.0	Cords		
			24.0	Cords		
9	Balsam Fir Black Spruce Jack Pine Paper Birch Quaking Aspen Red Maple White Pine	Pulpwood	10.0	Cords	16.4	\$6,591.50
			51.0	Cords		
			46.0	Cords		
			14.0	Cords		
			38.0	Cords		
			26.0	Cords		
			23.0	Cords		
10	Paper Birch Balsam Fir Black Spruce N. White Cedar Paper Birch Quaking Aspen Red Maple Tamarack White Pine	Sawtimber	0.8	MBF	15.3	\$5,522.15
		Pulpwood	4.0	Cords		
			112.0	Cords		
			16.0	Cords		
			13.0	Cords		
			13.0	Cords		
			9.0	Cords		
			7.0	Cords		
			14.0	Cords		
11	Red Pine White Pine	Pulpwood	58.0	Cords	3.6	\$4,264.70
			22.0	Cords		
12	Paper Birch Red Maple Balsam Fir Black Spruce	Sawtimber	0.5	MBF	14.3	\$4,041.10
			0.5	MBF		
		Pulpwood	7.0	Cords		
			79.0	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
12 con't	Jack Pine	Pulpwood	3.0	Cords		
	Paper Birch		4.0	Cords		
	Quaking Aspen		9.0	Cords		
	Red Maple		15.0	Cords		
	Red Pine		3.0	Cords		
	White Pine		7.0	Cords		
	White Spruce		3.0	Cords		
13	Balsam Fir	Pulpwood	11.0	Cords	5.4	\$3,441.40
	Black Spruce		9.0	Cords		
	Jack Pine		31.0	Cords		
	Quaking Aspen		56.0	Cords		
14	Balsam Fir	Pulpwood	11.0	Cords	8.4	\$4,303.00
	Black Spruce		27.0	Cords		
	Jack Pine		65.0	Cords		
	Quaking Aspen		3.0	Cords		
	Red Maple		4.0	Cords		
TOTAL:			8.2	MBF		
TOTAL:			2,038.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Garden Royale

Sale Number: 41-021-16 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 unless marked with orange paint.

NOTE: The boundary for Payment Unit 10 is marked with double-slash red paint. This is due to old red paint within the sale area.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 5, 6, 7, 9, 13, and 14, cut all trees that are two (2) inches or more at DBH except oak and hemlock.

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

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

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

Within Payment Unit(s) 3 and 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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

Within Payment Unit(s) 10, 11, 12, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except trees marked with green paint above and below stump height as well as all oak and hemlock.

2.1.11 - Description of timber note (2/04)

Note that within Payment Units 1 and 5, there are trees that are charred from a past prescribed burn.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Units 3, 4, 11 and 14 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

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

Within Payment Unit(s) 2, 10, 12 and 14, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

3 - Payments

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (4/14)

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

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.4 - Timber removed for construction (12/09)

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

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

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

The following road work is required along the Johnson Road, which runs east and west through Payment Units 1, 3, 5, and 6: 400 cubic yards of 23a gravel must be purchased, hauled, and spread from the sale area to State Highway M-183. All work will be at the Purchaser's expense and must be completed before harvesting begins, unless approved by the Unit Manager. See the Sale Administrator for additional information.

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 (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. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (6/11)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, 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.

5.2.22 - Operating Caution

5.2.22.2 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 2, 8 and 10, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of soft soils.

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

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

5.2.41 - Snowmobile trail protection (9/11)

The Cooks Garden Grade is a snowmobile trail north of the Johnson Road. 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. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail unless approved by the sale administrator. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads 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 (UP). 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 spruce 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.



TIMBER SALE MAP

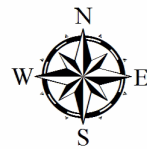
This information provided by authority of Part 525, 1994 PA 451, as amended.

Forest Management Unit Shingleton	County Delta	Mapped By Irving	Date 9/19/2016	Page 1	of 2
Township 40N	Range 18W	Section(s) and Subdivision(s) S35: NE1/4, E1/2NW, N1/2SE, NESW S36: N1/2NE, SENE, NW1/4, NWSW	Scale 1:15,840		

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

PU Acres	PU Acres	PU Acres	PU Acres
1 26.7	6 8.4	11 3.6	
2 27.7	7 9	12 14.3	
3 20.7	8 14.3	13 5.4	
4 31	9 16.4	14 8.4	
5 15.3	10 15.3		

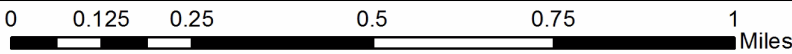
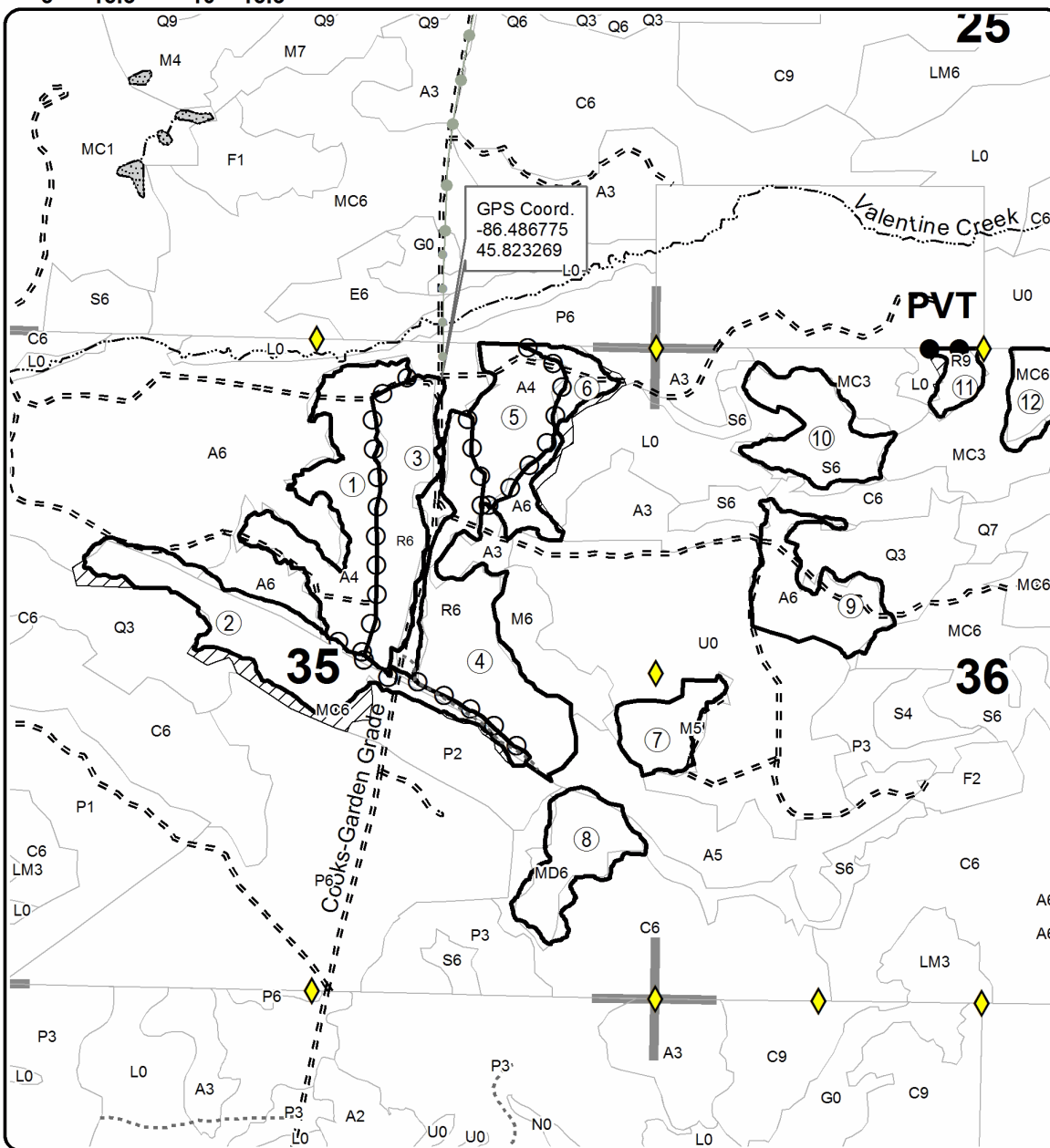
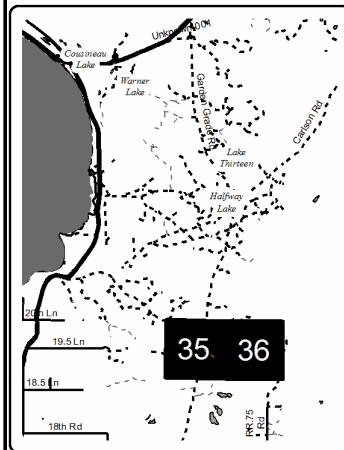
Garden Royale Compartment 93 216.5 Acres



Legend

- Against State (Red)
- Payment Unit (Yellow)
- Private Line (Blue)
- Section Corners
- ▨ Retention Area
- ▭ Stand Boundaries
- Section Corners
- == Poor Dirt Roads
- Closed Roads
- ◆ Survey Corners
- Snowmobile Trail

Locator Map
1:200,000



Scan the QR code with your Smart Phone to open in PDF Maps



TIMBER SALE MAP

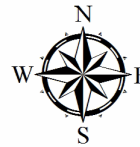
This information provided by authority of Part 525, 1994 PA 451, as amended.

Forest Management Unit		County	Mapped By		Date	Page of	
Shingleton		Delta	Irving		9/19/2016	2	2
Township	Range	Section(s) and Subdivision(s)			Scale		
40N	18W	S35: NE1/4, E1/2NW, N1/2SE, NESW S36: N1/2NE, SENE, NW1/4, NWSW			1:15,840		

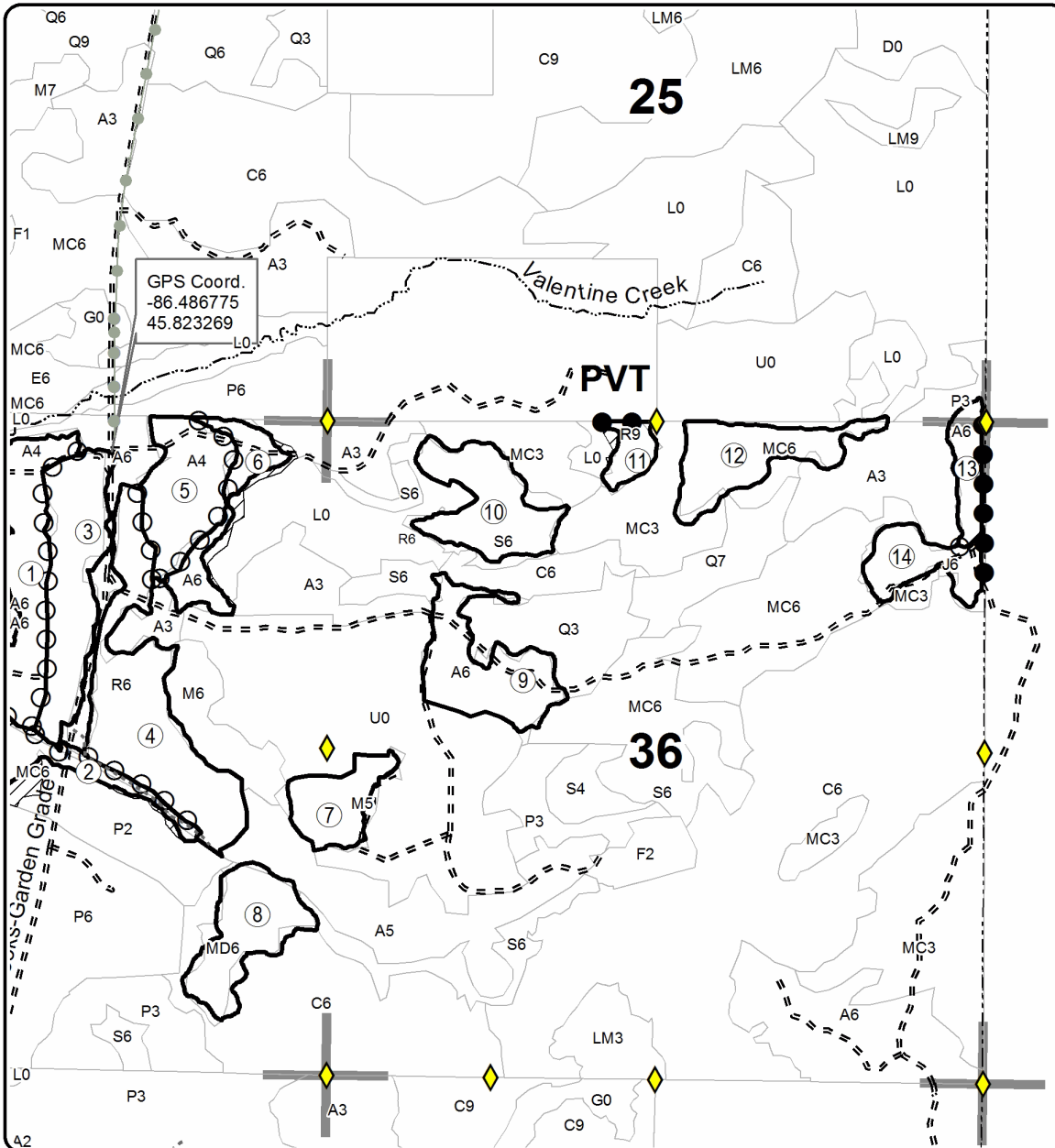
Cover Type				Density			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling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

PU Acres	PU Acres	PU Acres	PU Acres	PU Acres
1 26.7	6 8.4	11 3.6	2 27.7	7 9
3 20.7	8 14.3	13 5.4	4 31	9 16.4
5 15.3	10 15.3	14 8.4		

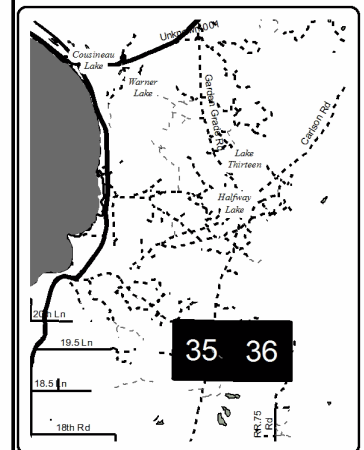
Garden Royale Compartment 93 216.5 Acres



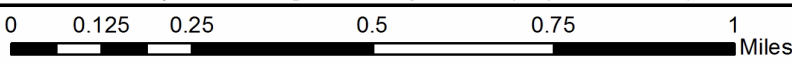
Legend	
	Against State (Red)
	Payment Unit (Yellow)
	Private Line (Blue)
	Section Corners
	Retention Area
	Stand Boundaries
	Poor Dirt Roads
	Closed Roads
	Survey Corners
	Snowmobile Trail



Locator Map
1:200,000



Scan the QR code with your Smart Phone to open in PDF Maps



TIMBER SALE INFORMATION

MWR C151 Contract (41-028-16)

Schoolcraft County (Advertised Price \$60,765.90)

SALE NOTE: Tops and slash must be CHIP HARVESTED in Payment Unit 1, This work must be done concurrently with harvesting. See Sale Spec 2.2.2 for additional information.

Within Payment Unit 1, HARVESTING IS LIMITED to the period of August 15, 2017 through March 15, 2018 due to requirements of silviculture project.

Within Payment Units 2, 3 and 4, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

This is a research sale with a short contract length. The sale must be harvested promptly. See Sale Spec 7.2 for additional information related to extensions.

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 & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Black Cherry	17.40 MBF	\$ 117.00 / MBF
Red Maple	195.60 MBF	\$ 101.00 / MBF
Yellow Birch	6.70 MBF	\$ 121.00 / MBF
Pulpwood		
Balsam Fir	106.00 Cords	\$ 11.50 / Cord
Beech	314.00 Cords	\$ 18.05 / Cord
Black Cherry	23.00 Cords	\$ 18.05 / Cord
Black Spruce	2.00 Cords	\$ 23.00 / Cord
Hemlock	134.00 Cords	\$ 8.50 / Cord
Mixed Hardwood	1,621.00 Cords	\$ 18.05 / Cord
White Pine	21.00 Cords	\$ 19.90 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 12.73 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 \$3,038.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2020.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE				
1	Black Cherry Red Maple Yellow Birch Balsam Fir Beech Black Cherry Black Spruce Hemlock Mixed Hardwood <i>Red Maple</i> <i>Yellow Birch</i> White Pine	Sawtimber	13.8	MBF	30.3	\$26,218.90				
			102.3	MBF						
			5.0	MBF						
			10.0	Cords						
			99.0	Cords						
			23.0	Cords						
		Pulpwood	2.0	Cords						
			134.0	Cords						
			540.0	Cords						
			513.0	Cords						
			27.0	Cords						
			21.0	Cords						
2	Black Cherry Red Maple Balsam Fir Beech Mixed Hardwood <i>Black Cherry</i> <i>Red Maple</i>	Sawtimber	1.3	MBF	18.9	\$4,471.60				
			8.6	MBF						
			Pulpwood	5.0			Cords			
				22.0			Cords			
		166.0		Cords						
		21.0		Cords						
		145.0	Cords							
		3	Black Cherry Red Maple Yellow Birch Balsam Fir Beech Mixed Hardwood <i>Black Cherry</i> <i>Red Maple</i> <i>Yellow Birch</i>	Sawtimber			1.6	MBF	52.6	\$17,614.90
49.1	MBF									
1.4	MBF									
Pulpwood	43.0			Cords						
	104.0			Cords						
	550.0			Cords						
	10.0			Cords						
	521.0			Cords						
	19.0			Cords						
4	Black Cherry Red Maple Yellow Birch Balsam Fir Beech Mixed Hardwood <i>Black Cherry</i> <i>Red Maple</i> <i>Yellow Birch</i>	Sawtimber	0.7	MBF	49.6	\$12,460.50				
			35.6	MBF						
			0.3	MBF						
		Pulpwood	48.0	Cords						
			89.0	Cords						
			365.0	Cords						
			1.0	Cords						
			363.0	Cords						
			1.0	Cords						
			TOTAL:				219.7	MBF		
			TOTAL:				2,221.0	Cords		

DRAFT
Sale Specific Conditions & Requirements

Sale Name: MWR C151 Contract

Sale Number: 41-028-16 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 or red paint. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 2, 3 and 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all beech are designated for harvest unless marked in green paint.

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH except trees marked with green paint above and below stump height.

2.2 - Utilization

2.2.2 - Chipping required (5/14)

Payment Unit 1 must be chip harvested to facilitate a research project. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Chipping must be done in conjunction with harvesting. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is due to the research nature of the unit.

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit 1 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 a research project.

2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. All products must be utilized down to at least 4" in diameter. This is because of the research nature of this project.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 3 and 4 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

3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. << ** >><< ** >><< **>>No damage is acceptable to residual merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber, >><< ** or at a rate of \$50 per sawtimber tree and \$5 per pole sized tree, whichever is greater. >>

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.

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 (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.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

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

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

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard. Except in Payment Unit 1, all trees are to be cut unless marked with green paint.

5.2.3 - Operating Restrictions

5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 1, cutting and skidding are limited to the period of August 15, 2017 thru March 15, 2018. This restriction is to meet the requirements of a silviculture project.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 2, 3 and 4, 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.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.8 - Protection of Endangered Species

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

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

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

7 - Other Conditions

7.2 - Extensions

7.2.7 - Research extension (12/16)

This is a research sale with a short contract length. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The salvage extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

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.



TIMBER SALE MAP

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

41-028-16-01

16

Forest Management Unit Shingleton	County Schoolcraft	Mapped By <i>Mokin</i>	Date 10/18/16	Page 1	of 1
Compartment Number 151	Township 46N	Cruised By <i>UPLM</i>	Section(s) and Subdivision(s) 15- SESE, SWSE, SESW, SWSW 22-NWNE, NEN		

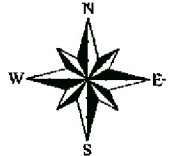
Cover Type

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

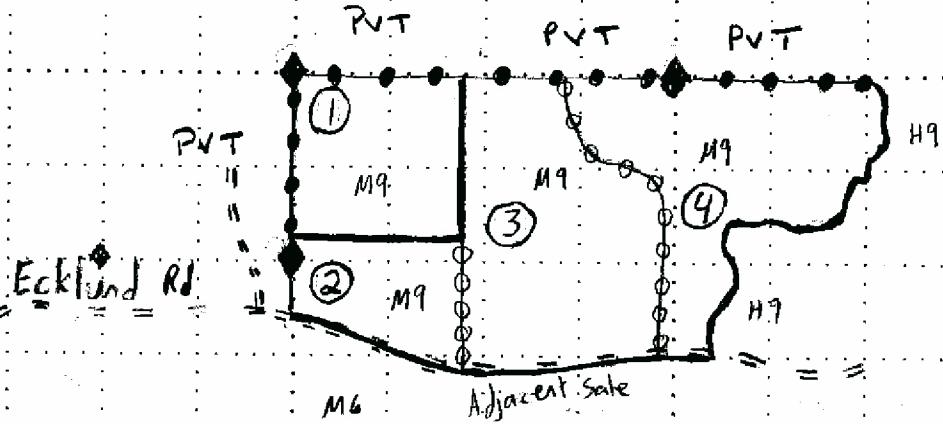
Density

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

MWR C151 Contract
151.4 acres
15



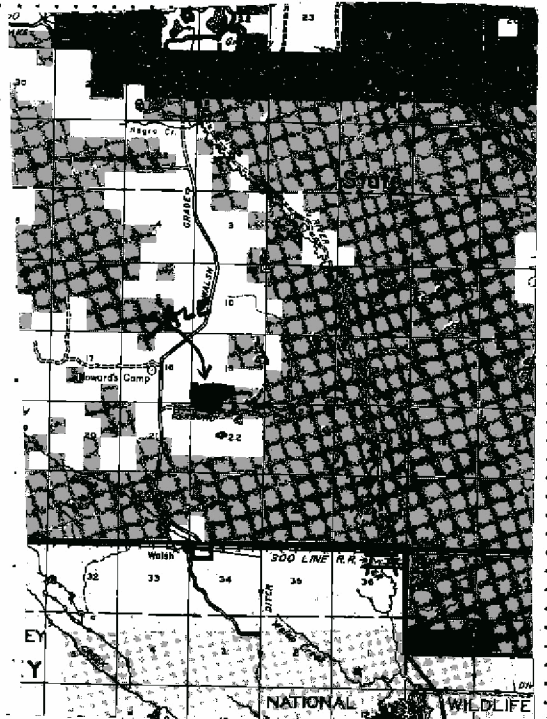
Lat: 46.37360414
Long: -86.18756101



- 2-Track
- Red boundary/unit line
- Yellow Unit line
- Blue PVT Line
- Unit number
- Survey Corner

PU	Acres
1	30.3
2	18.9
3	52.6
4	49.6

0.5 0.25 0 Miles



Garden Royale (41-021-16)
 ; Delta COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on April 5, 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.

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Sawtimber			
Paper Birch	6.00 MBF	\$ 107.00/MBF	\$ _____
Red Maple	2.20 MBF	\$ 137.00/MBF	\$ _____
Pulpwood			
Balsam Fir	81.00 Cords	\$ 15.65/Cord	\$ _____
Black Cherry	3.00 Cords	\$ 24.65/Cord	\$ _____
Black Spruce	464.00 Cords	\$ 31.40/Cord	\$ _____
Jack Pine	145.00 Cords	\$ 47.75/Cord	\$ _____
N. White Cedar	257.00 Cords	\$ 28.30/Cord	\$ _____
Paper Birch	109.00 Cords	\$ 25.05/Cord	\$ _____
Quaking Aspen	214.00 Cords	\$ 26.90/Cord	\$ _____
Red Maple	157.00 Cords	\$ 24.65/Cord	\$ _____
Red Pine	487.00 Cords	\$ 63.25/Cord	\$ _____
Tamarack	7.00 Cords	\$ 18.25/Cord	\$ _____
White Pine	111.00 Cords	\$ 27.10/Cord	\$ _____
White Spruce	3.00 Cords	\$ 31.40/Cord	\$ _____

*The volumes are statistically estimated within plus (+) or minus (-) 12.17 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: _____ or 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



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

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Please Check Appropriate Categories:

1. 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 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 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 my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

_____ Full-time Employees

_____ Part-time Employees

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

MWR C151 Contract (41-028-16)
 ; Schoolcraft COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on April 5, 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.

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Sawtimber			
Black Cherry	17.40 MBF	\$ 117.00/MBF	\$ _____
Red Maple	195.60 MBF	\$ 101.00/MBF	\$ _____
Yellow Birch	6.70 MBF	\$ 121.00/MBF	\$ _____
Pulpwood			
Balsam Fir	106.00 Cords	\$ 11.50/Cord	\$ _____
Beech	314.00 Cords	\$ 18.05/Cord	\$ _____
Black Cherry	23.00 Cords	\$ 18.05/Cord	\$ _____
Black Spruce	2.00 Cords	\$ 23.00/Cord	\$ _____
Hemlock	134.00 Cords	\$ 8.50/Cord	\$ _____
Mixed Hardwood	1,621.00 Cords	\$ 18.05/Cord	\$ _____
White Pine	21.00 Cords	\$ 19.90/Cord	\$ _____

*The volumes are statistically estimated within plus (+) or minus (-) 12.73 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: _____ or SOCIAL SECURITY NUMBER: _____

Company or individual bidding: _____

Company representative's name: _____

Address: _____

City: _____ State: _____ Zip: _____

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

Individual 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



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

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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 - C. Corporation
2. You **must** check one of the boxes below:
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 - B. I certify 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 my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

_____ Full-time Employees

_____ Part-time Employees

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

Live and Let Pine (41-005-16)
; Schoolcraft COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on April 5, 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.

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Black Spruce	67.00 Cords	\$ 23.85/Cord	\$ _____
Jack Pine	316.00 Cords	\$ 36.30/Cord	\$ _____
Quaking Aspen	670.00 Cords	\$ 20.45/Cord	\$ _____
Red Pine	858.00 Cords	\$ 48.05/Cord	\$ _____
Tamarack	42.00 Cords	\$ 13.85/Cord	\$ _____
White Pine	493.00 Cords	\$ 20.60/Cord	\$ _____

*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 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



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

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2. You **must** check one of the boxes below:
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 - B. I certify 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 my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

_____ Full-time Employees

_____ Part-time Employees

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

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Date

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