

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6182**

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on May 23, 2018. LOCATION: SHINGLETON MGMT UNIT, PO BOX 67 M-28 WEST, SHINGLETON, MI 49884.

CONTACT NAME: Robert Burnham PHONE NUMBER: (906) 452-6227

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:

## Southside Fragments (41-032-17)

Schoolcraft County, Advertised Price \$91,761.45, 116.9 Acres, Red Pine, Spruce/Fir/Tamarack.

SALE NOTE: Within Payment Unit 4, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage. See spec 5.2.3.3.

In Payment Units 2, 3, 5, 6, 8 and 9, it is recommended that harvesting occur during dry summer conditions or frozen conditions due wet and soft soil conditions. See spec 5.2.22.1.

In Units 1-4, Schoolcraft County must be contacted prior to crossing or harvesting in the right-of-way of Southside Road. See spec 4.3.2.

Access to Private Land is the responsibility of the Purchaser. See spec 4.4.1.

Access may be through private land.

#### TIMBER SALE INFORMATION

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Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATE	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawtimber					
Black Cherry	0.20	MBF	\$	103.00 / MBF	
Red Maple	28.20	MBF	\$	124.00 / MBF	
Sugar Maple	4.50	MBF	\$	361.00 / MBF	
Yellow Birch	4.60	MBF	\$	103.00 / MBF	
Pulpwood					
Balsam Fir	101.00	Cords	\$	21.85 / Cord	
Balsam Poplar	18.00	Cords	\$	33.25 / Cord	
Black Ash	67.00	Cords	\$	20.00 / Cord	
Black Spruce	825.00	Cords	\$	29.70 / Cord	
Jack Pine	19.00	Cords	\$	48.00 / Cord	
Mixed Aspen	74.00	Cords	\$	33.25 / Cord	
Mixed Hardwood	301.00	Cords	\$	20.00 / Cord	
N. White Cedar	248.00	Cords	\$	12.60 / Cord	
Paper Birch	17.00	Cords	\$	20.60 / Cord	
Red Pine	539.00	Cords	\$	63.10 / Cord	
Tamarack	136.00	Cords	\$	14.75 / Cord	
White Pine	265.00	Cords	\$	26.90 / Cord	
White Spruce	50.00	Cords	\$	29.70 / Cord	

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$4,588.07 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 06/30/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	4.0	Cords	31.6	\$27,270.80
	Red Pine		375.0	Cords		
	White Pine		127.0	Cords		
2	Black Spruce	Pulpwood	389.0	Cords	16.3	\$14,748.65
•	Jack Pine		5.0	Cords		. ,
	Mixed Aspen		11.0	Cords		
	Quaking Aspen		11.0	Cords		
	Mixed Hardwood		21.0	Cords		
	Red Maple		21.0	Cords		
	N. White Cedar		28.0	Cords		
	Paper Birch		12.0	Cords		
	Red Pine		11.0	Cords		
	Tamarack		32.0	Cords		
	White Pine		15.0	Cords		
3	Balsam Fir	Pulpwood	20.0	Cords	8.5	\$4,510.70
5	Black Spruce	l alpwood	31.0	Cords	0.5	φ4,510.70
	Mixed Aspen		10.0	Cords		
	Quaking Aspen		10.0	Cords		
	Mixed Hardwood		42.0	Cords		
	Red Maple		42.0	Cords		
	N. White Cedar		9.0	Cords		
	Tamarack		40.0	Cords		
	White Spruce		43.0	Cords		
4	Black Cherry	Sawtimber	0.2	MBF	2.8	\$1,640.50
	Red Maple		2.3	MBF		
	Sugar Maple		2.7	MBF		
	Mixed Hardwood	Pulpwood	18.0	Cords		
	Black Cherry		1.0	Cords		
	Red Maple		12.0	Cords		
	Sugar Maple		5.0	Cords		
5	Balsam Fir	Pulpwood	28.0	Cords	10.2	\$4,416.10
	Black Spruce		32.0	Cords		
	Mixed Aspen		53.0	Cords		
	B. T. Aspen		53.0	Cords		
	Mixed Hardwood		32.0	Cords		
	Black Cherry		1.0	Cords		
	Red Maple		31.0	Cords		
	N. White Cedar		10.0	Cords		
	Paper Birch		5.0	Cords		
Tamarack	· ·		1.0	Cords		
	White Spruce		7.0	Cords		
6	Balsam Fir	Pulpwood	11.0	Cords	29.9	\$21,186.40
-	Balsam Poplar		18.0	Cords		+= .,
	Black Spruce		373.0	Cords		
	Jack Pine		10.0	Cords		
	N. White Cedar		201.0	Cords		
	Red Pine		58.0	Cords		
Tam	Tamarack		63.0	Cords		
	White Pine		62.0	Cords		
7		Dulpwood				ф7.00E.40
7	Red Pine	Pulpwood	95.0	Cords	6.9	\$7,635.40
	White Pine		61.0	Cords		<b>.</b>
8	Red Maple	Sawtimber	16.5	MBF	6.8	\$6,882.80
	Sugar Maple		1.8	MBF		
	Yellow Birch		2.6	MBF		
Balsam Fir	I Deleges Ein	Pulpwood	32.0	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
8 con't	Black Ash	Pulpwood	67.0	Cords		
	Mixed Hardwood		94.0	Cords		
	Red Maple		64.0	Cords		
	Sugar Maple		8.0	Cords		
	Yellow Birch		22.0	Cords		
9	Red Maple	Sawtimber	9.4	MBF	3.9	\$3,470.10
	Yellow Birch		2.0	MBF		
	Balsam Fir	Pulpwood	10.0	Cords		
	Mixed Hardwood		94.0	Cords		
	Red Maple		80.0	Cords		
	Yellow Birch		14.0	Cords		
		TOTAL:	37.5	MBF		
		TOTAL:	2,660.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Southside Fragments Sale Number: 41-032-17 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 5, cut all trees that are two (2) inches or more at DBH except hemlock and oak. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 2, 3, 6, 8, and 9, cut all trees which meet minimum piece specifications in 2.2 Utilization except hemlock and oak. In addition, within Payment Unit 8, do not cut cedar.

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

Within Payment Unit(s) 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) 1 and 7, 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. In addition, do not cut hemlock and oak.

#### 2.1.9 - Harvest exception (12/08)

Do not cut any cedar trees within Payment Unit 8, other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing cedar and to leave an intact stand upon sale completion. All cut cedar shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative. Stumpage price for cedar shall be \$50.00 per cord for posts and pulpwood, and \$100.00 per cord for bolts and sawlogs.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 and 6 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

Within Payment Units 1 and 7, if more than 25% of pine seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$500 per acre for all acreage within that specified portion

of the sale area that was damaged.

#### 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are 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.

#### 3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are excluded with the red line in Payment Unit 1. No operations can occur outside of the red paint line. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$1,000 as fixed, agreed and liquidated damages for each acre or part thereof 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. 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.

#### 4.3 - Public Right-of-Way

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

The county must be contacted prior to harvesting in the county road R-O-W. This applies to Payment Units 1-4 and Southside Road.

#### 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 (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine all conditions of the sale.

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

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

#### 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 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.

#### 5.2.3.6 - 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

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

It is recommended, but not required, that within Payment Unit(s) 2, 3, 5, 6, 8, and 9, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because access to or areas within these units may be wet and very soft ground.

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

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

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

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

#### 5.4 - Soil Protection

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

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

#### 5.8 - Protection of Endangered Species

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

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

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no

management activity from April 1 to July 30. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 3/30/2018 11:08:18AM

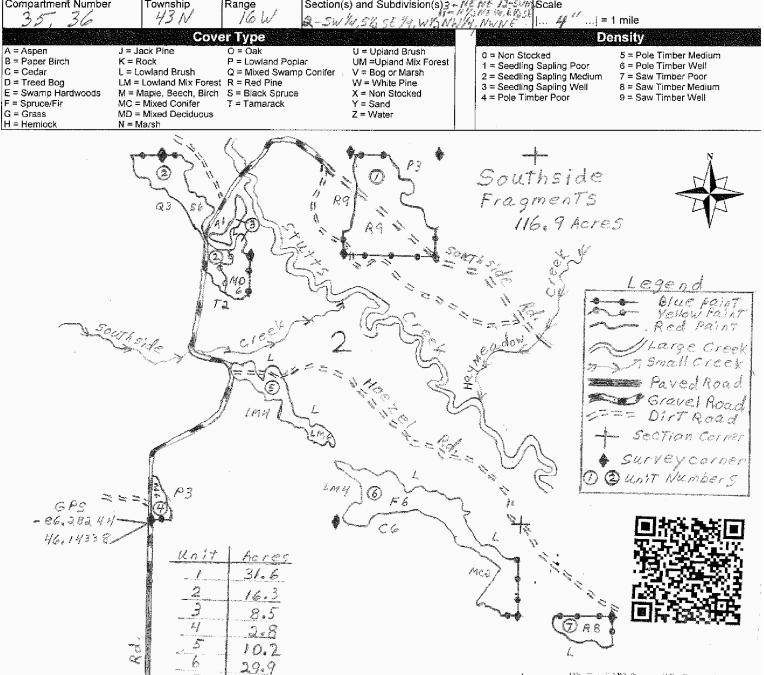
Michigan Department of Natural Resources - Forest Resources Division

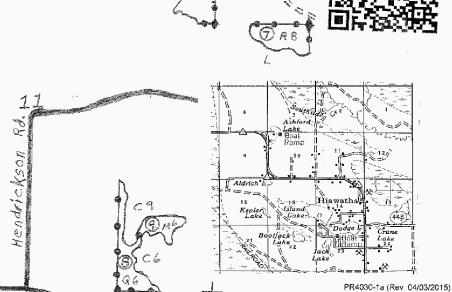
TIMBER SALE MAP

Sale Number

Year

	This informa	tion provided by author	rity of Part 525, 1994 PA 451, as i	amended.	03	d	11
Forest Management U	nit	County ,	Mapped By 7 Buch	Dat	e ,	Page	of
ShingleTe	217	Schoolcrat	Cruised By Burnis,	Petrelius 8	128/17	1	
Compartment Number	Township	Range S	ection(s) and Subdivision(s)3 + M	ENE /J:SVM Scale			
35, 36	43 N	16W a	-SW4,56 SE 74, WBNWA	GNEW, EBSE 4".	= 1 mile		
	G	over Type		7	Density		
A = Aspen B = Paper Birch	J = Jack Pine K = Rock	O = Oak P = Lowland Poplar	ป = Upland Brush tIM =Upland Mix Forest	0 = Non Stocked	5 ≂ Pole Tir	mber Mediu	ım





7

M-94

2,00

South

6.9