



DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

Notice is hereby given that bids will be received by the Unit Manager,  
SHINGLETON MANAGEMENT UNIT, for certain timber on the following described lands:

LONELY PINES / T47N, R14W, SEC. 25, NE1/4, SENW, E1/2SW, W1/2SE, NESE.  
SCHOOLCRAFT COUNTY (Appr. \$9,403.50)

N. CREIGHTON PINE / T46N, R16W, SEC. 21, N1/2NE.  
T46N, R16W, SEC. 22, NWNW, S1/2NW, E1/2SW, SWSE.  
T46N, R16W, SEC. 26, W1/2SW.  
T46N, R16W, SEC. 27, NENW, NWNE, NWSE.  
SCHOOLCRAFT COUNTY (Appr. \$58,061.15)

LITTLE WALSH DUCK SALE / T43N, R14W, SEC. 30, NW1/4, SW1/4.  
SCHOOLCRAFT COUNTY (Appr. \$84,485.80)

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SALE DATE AND TIME: 10:00 a.m. on May 28, 2009.

**SHINGLETON**



BID INSTRUCTIONS (Ver. 06/23/2008):

1. Bid Location, Date, and Time: Bids must be received by the Unit Manager, Shingleton Management Unit, M-28 West, PO Box 67, Shingleton, MI 49884, no later than 10:00 a.m. on May 28, 2009. For further information concerning this sale, contact the Unit Manager at 906-452-6227.
2. Bidder's Qualifications: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM 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: Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
5. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
6. Award of Contract: 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: 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: 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: 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/dnr](http://www.michigan.gov/dnr). 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 termination date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection: 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: 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-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC 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.

REBECCA A. HUMPHRIES  
Director

LONELY PINES (002-09-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
RED PINE	282.00 CORDS	\$ 29.50/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
WHITE PINE	21.00 CORDS	\$ 10.40/CORD
JACK PINE	30.00 CORDS	\$ 25.35/CORD
MIX HARDWD	6.00 CORDS	\$ 17.60/CORD

\*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.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$470.00 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 may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	32%
2	40%
3	28%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on December 31, 2011.



### TIMBER SALE MAP

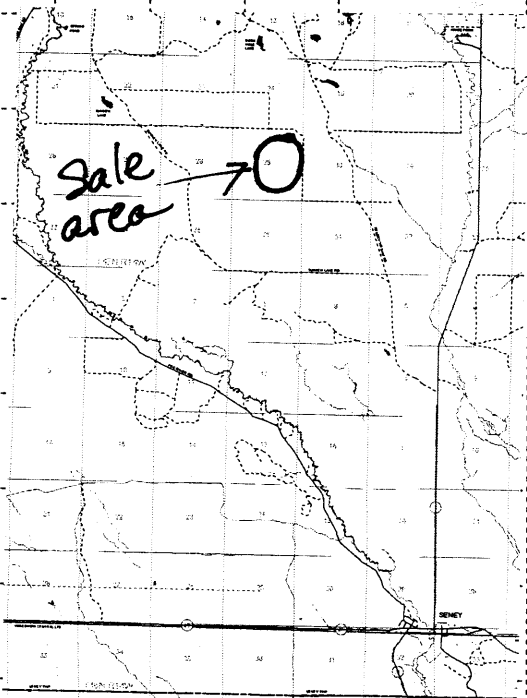
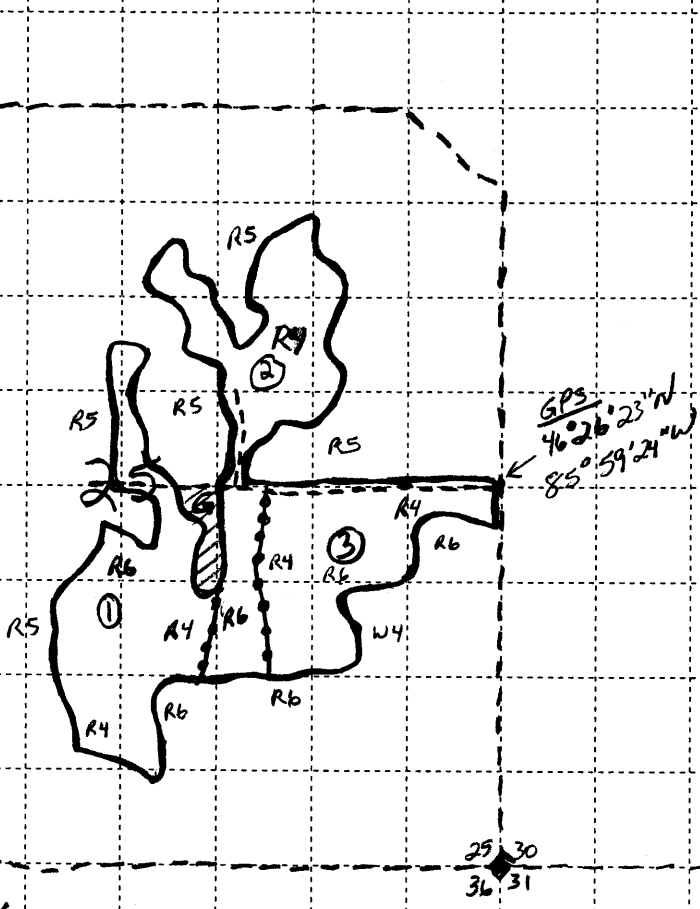
This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

Sale Number	Year
41-002-09-01	2009

Forest Management Unit <i>Shingleton</i>	County <i>Schoolcraft</i>	Mapped By <i>K. Matson</i>	Date <i>Nov. 12, 2009</i>	Page of <i>1 / 1</i>
Township <i>47N</i>	Range <i>14W</i>	Section(s) and Subdivision(s) <i>25 NE 1/4, SE 1/4, E 1/2 SW, W 1/2 SE, NESE</i>	Scale: [ ... 4" ..... ] = 1 mile	
Cruised By <i>K. Matson</i>				

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

*Lovely Pines*  
*99 acres*



- Legend
- Sale boundary - red paint
  - payment unit boundary green paint
  - dirt two-track road
  - payment unit number
  - Reserve area no logging operations

*Reservoir Drive Road*

## Sale Specific Conditions & Requirements

**Sale Name: Lonely Pines    Sale Number: 41-002-09-01**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by red and green paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. Do not cut painted boundary line trees.

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.7 - Leave tree marked unit(s) (8/04)

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

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 8 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 12 inches DBH. This is in order to facilitate planting operations.

### 4 - Transportation

#### 4.1 - Construction

##### 4.1.6 - Road construction (6/07)

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 (4/07)

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

#### 4.2 - Maintenance

**Sale Name: Lonely Pines    Sale Number: 41-002-09-01**

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.

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

## **5 - Operations**

### **5.1 - Notification**

5.1.1 - Pre-sale conference (2/08)

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

5.1.4 - Post-sale conference (2/04)

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**

5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

#### **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.

5.2.15 - Bark beetle restriction (2/04)

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 their representative, within fifteen days of being severed from the stump. Pine logs, pulpwood piles and treetop piles for chipping that are decked 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 option 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.



**Sale Name: Lonely Pines    Sale Number: 41-002-09-01**

5.2.43 - Opening protection (5/04)

No activities are permitted in openings marked on the timber sale map with the letter "G". Any damage to the openings shall be repaired according to specifications of the Unit Manager or their representative.

**5.4 - Soil Protection**

5.4.1 - Rutting restriction, general (5/08)

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

**5.8 - Protection of Endangered Species**

5.8.5 - Protection of raptor nests (9/05)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager and Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.



N. CREIGHTON PINE (003-09-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
WHITE PINE	142.80 MBF	\$ 67.00/MBF
RED PINE	92.50 MBF	\$ 167.00/MBF
PULPWOOD		
B. SPRUCE	310.00 CORDS	\$ 19.15/CORD
JACK PINE	398.00 CORDS	\$ 29.80/CORD
MIX HARDWD	324.00 CORDS	\$ 20.70/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
MIX HARDWD	1.00 MBF	\$ 218.00/MBF
PULPWOOD		
BALSAM FIR	26.00 CORDS	\$ 11.35/CORD
TAMARACK	13.00 CORDS	\$ 7.05/CORD
WHITE PINE	76.00 CORDS	\$ 12.25/CORD
RED PINE	50.00 CORDS	\$ 34.70/CORD
MIX ASPEN	276.00 CORDS	\$ 19.10/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 10.90 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.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$2,903.00 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 may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	06%
2	17%
3	26%
4	22%
5	12%
6	17%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on December 31, 2011.



TIMBER SALE MAP

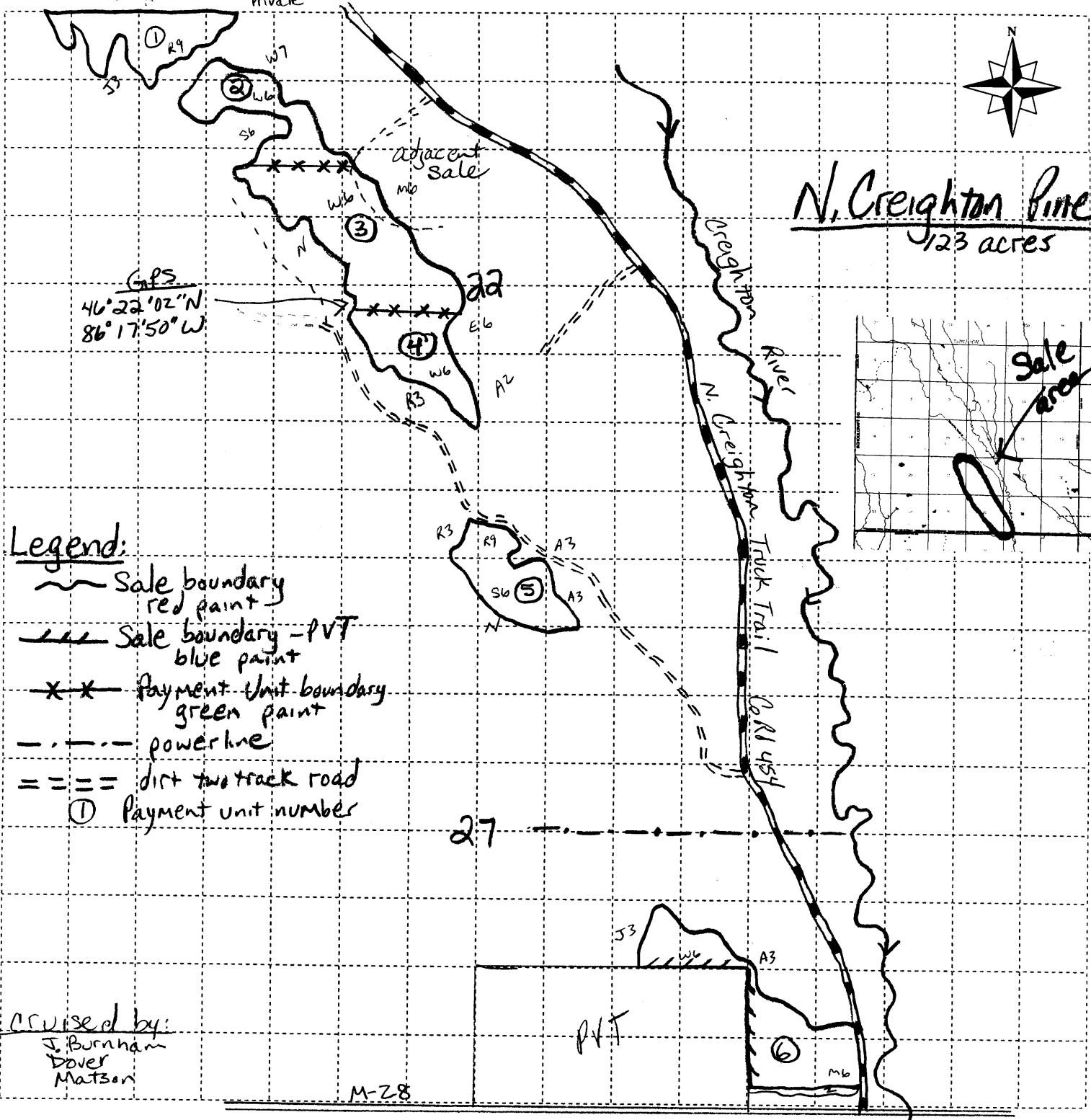
This information provided under authority of Part 525, Act 451 of 1994, as amended.

Sale No.	Year	Sale Type
003	09	01

State Forest and Forest Management Unit: Lake Superior Shingleton Mapped By: K. Matson Date: Sept. 15, 2004

Township: 46N Range: 16W Section(s): 21, 22, 27, 26 Subdivision: NENE, NWNE, NWNW, SWNW, SENW, E1/2SW, SWSE, NENW, NWNW, NESE, SWSW, NWSW Scale: 1 inch = 1/4 mile

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



crossed by:  
J. Burnham  
Dover  
Matson

## **Sale Specific Conditions & Requirements**

**Sale Name: N. Creighton Pine    Sale Number: 41-003-09-01**

### **1 - Sale Area**

#### **1.2 - Boundaries**

##### **1.2.1 - Painted boundaries (6/05)**

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green 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 green paint. Do not cut painted boundary line trees unless also marked with orange paint.

### **2 - Timber Specifications**

#### **2.1 - Included Timber**

##### **2.1.3 - Cut tree marked unit(s) (8/04)**

Within Payment Unit(s) 1-6, all red pine, white pine and paper birch are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Cut all other trees which meet minimum piece specifications in 2.2 Utilization except cedar, hemlock and oak.

#### **2.2 - Utilization**

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

Stump heights within the Sale Area shall not exceed 8 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 12 inches DBH. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

### **4 - Transportation**

#### **4.1 - Construction**

##### **4.1.6 - Road construction (6/07)**

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 (4/07)**

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

#### **4.2 - Maintenance**

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

**5 - Operations**

**5.1 - Notification**

5.1.1 - Pre-sale conference (2/08)

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

5.1.4 - Post-sale conference (2/04)

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**

5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 30 feet inside the sale boundary. Slash cannot be piled or placed near residual trees.

**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.

5.2.3.9 - Beech hauling restriction (9/08)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech bark disease to or through uninfested beech areas from July 15 to November 15. Beech

**Sale Name: N. Creighton Pine    Sale Number: 41-003-09-01**

scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR Forest Health Website, [www.michigan.gov/dnr](http://www.michigan.gov/dnr).)

**5.2.37 - No decking areas (10/04)**

No decking is allowed within 50 feet of Co Rd 454 without permission of the Schoolcraft County Road Commission and the Unit Manager or their representative.

**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 (5/08)**

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

**5.8 - Protection of Endangered Species**

**5.8.5 - Protection of raptor nests (9/05)**

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager and Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.





LITTLE WALSH DUCK SALE (026-06-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
JACK PINE	3596.00 CORDS	\$ 20.15/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
RED PINE	20.90 MBF	\$ 97.00/MBF
PULPWOOD		
P. BIRCH	3.00 CORDS	\$ 11.70/CORD
B. SPRUCE	490.00 CORDS	\$ 12.95/CORD
WHITE PINE	3.00 CORDS	\$ 8.25/CORD
RED PINE	145.00 CORDS	\$ 23.45/CORD
MIX ASPEN	15.00 CORDS	\$ 12.90/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 11.19 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.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$4,224.00 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 may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	13%
2	15%
3	12%
4	13%
5	14%
6	17%
7	16%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on June 30, 2012.



### TIMBER SALE MAP

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


Sale Number	Year
<b>41-026</b>	06
Date	Page of
7/21/06	1 of 1

Forest Management Unit Shingleton	County Schoolcraft	Mapped By B. Burnham
Township 43N	Range 14W	Section(s) and Subdivision(s) 30 NW1/4, SW1/4
		Cruised By Burnham, Burnis, Clark

Scale: [... 4 .....] = 1 mile

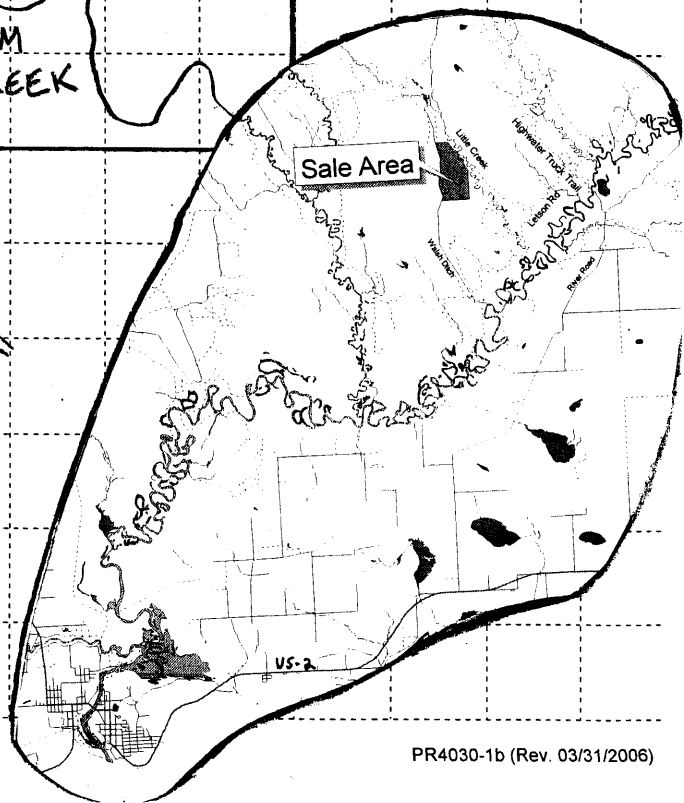
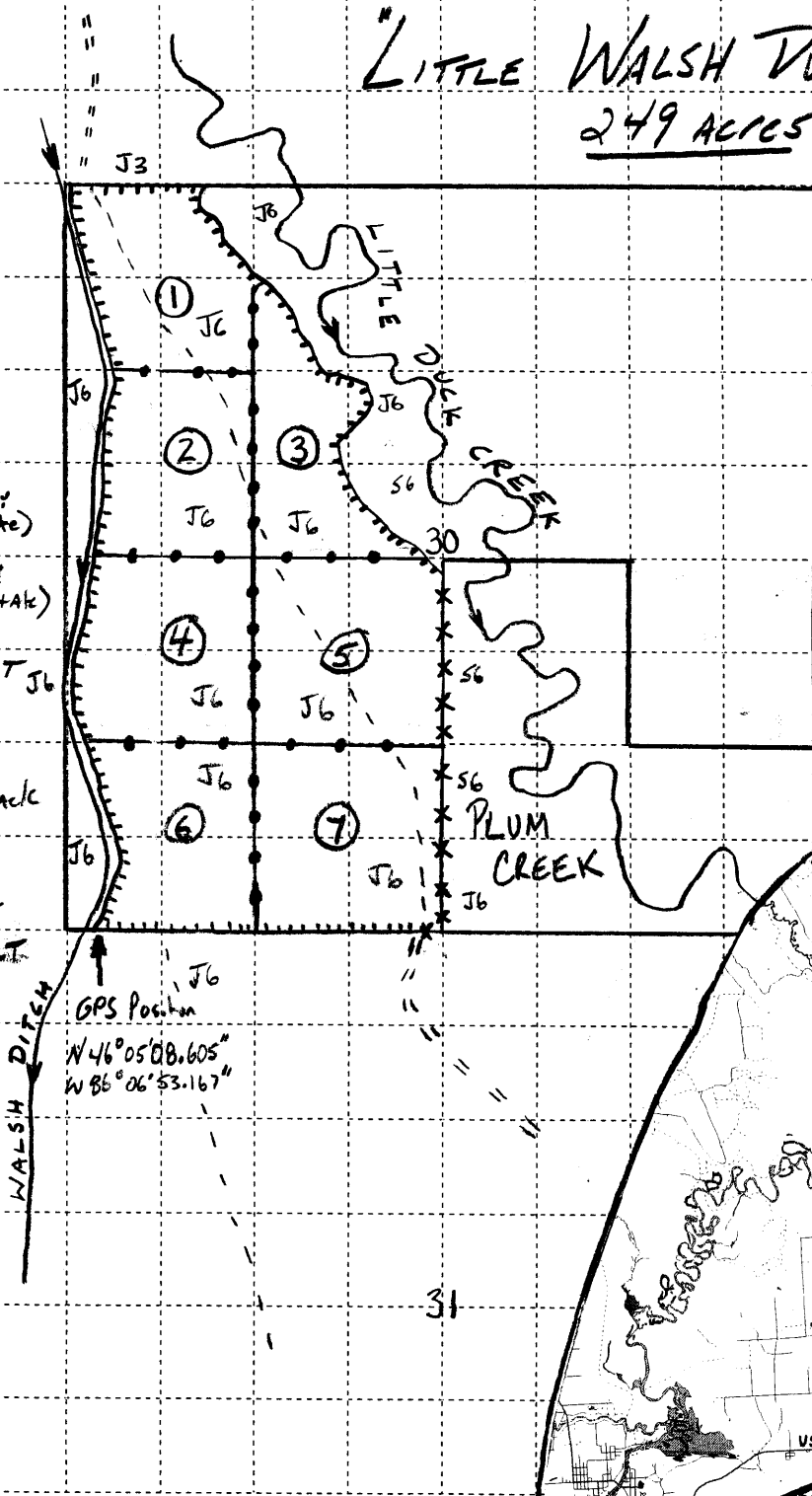
Cover Type				Density	
A = Aspen	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	R = Red Pine	X = Non Stocked	2 = Seedling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

**LITTLE WALSH DUCK SALE**  
249 ACRES



#### LEGEND

- BLUE BOUNDARY PAINT (PRIVATE)
- Red BOUNDARY PAINT (STAKE)
- Yellow UNIT LINE
- WATER
- === Existing Two-Track
- - - Proposed New Access Road TO BE BUILT BY CONTRACT HOLDER
- ①, ② UNIT #'S



## **Sale Specific Conditions & Requirements**

**Sale Name: Little Walsh Duck Sale    Sale Number: 41-026-06-01**

### **1 - Sale Area**

#### **1.2 - Boundaries**

##### 1.2.1 - Painted boundaries (6/05)

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. Do not cut painted boundary line trees. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

### **2 - Timber Specifications**

#### **2.1 - Included Timber**

##### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (2/04)

Within Payment Unit(s) 1-7, cut all trees which meet minimum piece specifications in 2.2 Utilization EXCEPT reserve trees identified in accordance with 2.1.12 - Reserve trees. Reserve trees within clearcutting unit boundaries are not Included Timber and are to be protected..

##### 2.1.12 - Reserve trees (2/04)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are oak and hemlock, if present, and green painted red pine trees. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### **2.2 - Utilization**

##### 2.2.3 - Stump heights (5/04)

Stump heights within the Sale Area shall not exceed 8 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 12 inches DBH. This is in order to facilitate regeneration activities. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

##### 2.2.8 - Utilization and removal (7/05)

All products not meeting standards set forth in 2.2 Utilization may not be removed from the sale area, e.g. tops.

##### 2.2.9 - No chipping permitted (9/06)

Within Payment Unit(s) 1-7, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

### **3 - Payments**

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1-7 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.

**4 - Transportation**

**4.1 - Construction**

4.1.4 - Timber removed for construction (2/04)

Trees cut or damaged in the process of a pre-approved road, landing or skid trail construction will be decked in an area separate from wood removed from the timber sale until such time as it is scaled and paid for.

4.1.6 - Road construction (8/04)

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 evenly distributed away 10' away 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 (8/04)

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 constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.1.8 - Road work (1) (2/04)

The following road work is required: ALL ROADWORK NEEDS TO BE COMPLETED BY 9/1/2009. A new haul road will need to be constructed as indicated on the attached timbersale map. The road will be layed out by DNR staff prior to construction. Once constructed 300 cubic yards of 23a road gravel and 200 cubic yards of pit-run gravel must be purchased, hauled, spread and leveled along the access road between the sale area and the Letson Road. Actual locations will be designated by the Sale Administrator. All costs associated with the roadwork is at the purchasers expense and no deductions will be given to do the work. When the hauling is complete the road from the sale to the Cookson Bridge shall be graded until there is a crown established on the road. The sale administrator may waive portions of the road depending on local site conditions.

4.1.10 - Oversight (2/04)

The Unit Manager, or their representative, must be present when the road improvement project is conducted.

**4.2 - Maintenance**

**Sale Name: Little Walsh Duck Sale    Sale Number: 41-026-06-01**

**4.2.1 - Hauling restriction (2/05)**

Hauling is restricted to the Letson Road when the ground is unfrozen (summer) and to Cal's Drive when the ground is frozen (winter) unless changed by written agreement. The restriction is to relieve landowner conflicts in the summer and snowmobile conflicts in the winter.

**4.2.2 - Fill material (2/04)**

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.

**4.4 - Access**

**4.4.1 - Private property access (8/04)**

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

**5 - Operations**

**5.1 - Notification**

**5.1.1 - Pre-sale conference (6/04)**

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 their representative must be contacted at least 5 days in advance to schedule the conference.

**5.1.4 - Post-sale conference (2/04)**

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

**5.2 - Conduct of Operations**

**5.2.1 - Slash**

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

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

**5.2.1.2 - Slash Removal**

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

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

**5.2.1.7 - Slash must be scattered (2/04)**

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

**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.

**5.2.4 - Dead and Down Creation**

5.2.4.3 - Dead and down creation (2/04)

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

5.2.15 - Bark beetle restriction (2/04)

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 their representative, within fifteen days of being severed from the stump. Pine logs, pulpwood piles and treetop piles for chipping that are decked 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 option 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 (2/04)

Operations are to cease immediately if equipment and weather conditions result in rutting of 12 inches or greater in depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and the risk of rutting has decreased.

5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy or saturated soils.

5.4.6 - Wet area protection (9/05)

No harvesting operations, including skidding and felling, are to take place within marsh types when there are no merchantable trees to harvest. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

**5.8 - Protection of Endangered Species**

5.8.5 - Protection of raptor nests (9/05)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager and Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

**7 - Other Conditions**

**7.5 - Loss**

**Sale Name: Little Walsh Duck Sale    Sale Number: 41-026-06-01**

7.5.1 - Deteriorating timber (7/04)

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





LONELY PINES (002-09-01)  
T47N, R14W, SEC. 25, NE1/4, SENW, E1/2SW, W1/2SE, NESE.  
SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on May 28, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
PULPWOOD				
RED PINE	\$ 29.50/CORD	\$ _____ X	282.00 CORDS	= \$ _____
			SUBTOTAL 1	\$ _____

In addition, the successful bidder agrees to purchase the following species at the appraised price:

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
PULPWOOD			
WHITE PINE	\$ 10.40/CORD	21.00 CORDS	= \$ 218.40
JACK PINE	\$ 25.35/CORD	30.00 CORDS	= \$ 760.50
MIX HARDWD	\$ 17.60/CORD	6.00 CORDS	= \$ 105.60
			SUBTOTAL 2 \$ <u>1,084.50</u>
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____			

\*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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

\_\_\_\_\_  
(bidder's printed name)

\_\_\_\_\_  
(bidder's signature)

Address/Telephone \_\_\_\_\_

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
WITHIN 21 DAYS OF SALE AWARD



**FOR DEPARTMENT USE ONLY**

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

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

Sale or Permit No

Year:

Type:

Forest Area:

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

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

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):

- A.  Sole Proprietorship (individual)
- B.  Partnership
- C.  Corporation

2. You **must** check one of the boxes below:

- A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
- B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
- C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.

3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full 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 No. (       )	
City	State	Zip + 4	

I hereby certify that the above information is true and correct. I agree to notify the 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

N. CREIGHTON PINE (003-09-01)  
T46N, R16W, SEC. 21, N1/2NE.  
T46N, R16W, SEC. 22, NWNW,S1/2NW,E1/2SW,SWSE.  
T46N, R16W, SEC. 26, W1/2SW.  
T46N, R16W, SEC. 27, NENW,NWNE,NWSE.  
SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on May 28, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
<b>SAWLOGS</b>				
WHITE PINE	\$ 67.00/MBF	\$ _____ X	142.80 MBF	= \$ _____
RED PINE	\$ 167.00/MBF	\$ _____ X	92.50 MBF	= \$ _____
<b>PULPWOOD</b>				
B. SPRUCE	\$ 19.15/CORD	\$ _____ X	310.00 CORDS	= \$ _____
JACK PINE	\$ 29.80/CORD	\$ _____ X	398.00 CORDS	= \$ _____
MIX HARDWD	\$ 20.70/CORD	\$ _____ X	324.00 CORDS	= \$ _____
SUBTOTAL 1				\$ _____

In addition, the successful bidder agrees to purchase the following species at the appraised price:

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
<b>SAWLOGS</b>			
MIX HARDWD	\$ 218.00/MBF	1.00 MBF	= \$ 218.00
<b>PULPWOOD</b>			
BALSAM FIR	\$ 11.35/CORD	26.00 CORDS	= \$ 295.10
TAMARACK	\$ 7.05/CORD	13.00 CORDS	= \$ 91.65
WHITE PINE	\$ 12.25/CORD	76.00 CORDS	= \$ 931.00
RED PINE	\$ 34.70/CORD	50.00 CORDS	= \$ 1,735.00
MIX ASPEN	\$ 19.10/CORD	276.00 CORDS	= \$ 5,271.60
SUBTOTAL 2			\$ 8,542.35

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ \_\_\_\_\_

\*These volumes are statistically estimated within plus (+) or minus (-) 10.90%. 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

\_\_\_\_\_  
(bidder's printed name)

\_\_\_\_\_  
(bidder's signature)

Address/Telephone \_\_\_\_\_

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
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**FOR DEPARTMENT USE ONLY**

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

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

Sale or Permit No

Year:

Type:

Forest Area:

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

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- B.  Partnership
- C.  Corporation

2. You must check one of the boxes below:

- A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
- B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
- C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.

3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full 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 No.

(       )

City

State

Zip + 4

I hereby certify that the above information is true and correct. I agree to notify the 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

TIMBER SALE / SEALED BID  
STATE OF MICHIGAN / DNR

SHINGLETON MANAGEMENT UNIT  
SHINGLETON

LITTLE WALSH DUCK SALE (026-06-01)  
T43N, R14W, SEC. 30, NW1/4, SW1/4.  
SCHOOLCRAFT COUNTY

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PULPWOOD				
JACK PINE	\$ 20.15/CORD	\$ _____ X	3596.00 CORDS	= \$ _____
			SUBTOTAL 1	\$ _____

In addition, the successful bidder agrees to purchase the following species at the appraised price:

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
SAWLOGS			
RED PINE	\$ 97.00/MBF	20.90 MBF	= \$ 2,027.30
PULPWOOD			
P. BIRCH	\$ 11.70/CORD	3.00 CORDS	= \$ 35.10
B. SPRUCE	\$ 12.95/CORD	490.00 CORDS	= \$ 6,345.50
WHITE PINE	\$ 8.25/CORD	3.00 CORDS	= \$ 24.75
RED PINE	\$ 23.45/CORD	145.00 CORDS	= \$ 3,400.25
MIX ASPEN	\$ 12.90/CORD	15.00 CORDS	= \$ 193.50
			SUBTOTAL 2 \$ 12,026.40
			SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____

\*These volumes are statistically estimated within plus (+) or minus (-) 11.19%. 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.

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(bidder's printed name)

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(bidder's signature)

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  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you must indicate the number of **both** full 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 No.  
(       )

City

State

Zip + 4

I hereby certify that the above information is true and correct. I agree to notify the 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