

## DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT STATE OF MICHIGAN

#### TIMBER SALE PROSPECTUS

SALE TIME, DATE AND LOCATION 10:00 a.m. on August 12, 2010 SHINGLETON

Notice is hereby given that bids will be received by the Unit Manager, SHINGLETON MANAGEMENT UNIT, for certain timber on the following described lands. The Bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs, and sale contract terms of the proposed sale.

ROSEMUND MAPLE / T47N, R17W, SEC. 30, SW1/4NW1/4, NW1/4SW1/4, NE1/4.

T47N, R17W, SEC. 30, SW1/4, SW1/4SW1/4.

T47N, R17W, SEC. 31, NW1/4NW1/4, SW1/4NW1/4.

ALGER COUNTY (Appr. \$20,586.85)

SALE ACRES: 84

No designated recreation site such as a trail, pathway, or campground is within the sale area. Access may be through state forest land.

RED DRAGON / T47N, R14W, SEC. 07, NWNW, SWNW, NENW, SENW, NWSW, NESW.

T47N, R14W, SEC. 07, SWSW, SESW.

T47N, R14W, SEC. 18, NWNW, SENW, SWNW, NENW.

SCHOOLCRAFT COUNTY (Appr. \$57,413.80)

SALE ACRES: 271

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

Please be aware that some landowners may request 60 days or more notice for forest harvesting access across their land.

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

- 1. <u>Bid Location</u>, <u>Date</u>, <u>and Time</u>: 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 August 12, 2010. 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. <u>Down Payment:</u> 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 <a href="https://www.michigan.gov/dnr">www.michigan.gov/dnr</a>. 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

## ROSEMUND MAPLE (004-09-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> 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:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
SUG. MAPLE	15.90 MBF	\$ 611.00/MBF
PULPWOOD		
MIX HARDWD	581.00 CORDS	\$ 17.95/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED MAPLE	1.10 MBF	\$ 95.00/MBF
YEL. BIRCH	.50 MBF	\$ 184.00/MBF
BASSWOOD	2.30 MBF	\$ 40.00/MBF
BEECH	1.10 MBF	\$ 109.00/MBF
BLK CHERRY	.20 MBF	\$ 173.00/MBF

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 13.6 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 \$1,029.00, 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:

PAYMENT U	TINU	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
1	1.				28%		
2	2				47%		
. 3	3				25%		

- 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, 2013.



Michigan Department of Natural Resources - Forest, Mineral & Fire Management

TIMBER SALE MAP

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

41-004-09-01

Sale Number

Year

Forest Management Unit Mapped By K. Matson Alger Shingleton MOV. 17,2008 Cruised By Braner, Hill, Matson, 1 Section(s) and Subdivision(s) Township Range Scale: |... 4" ......| = 1 mile

WIZNW 30 31 SWNW, WYZSW, NESW **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 Q = Mixed Swamp Cnfr W = White Pine 2 = Seedling Sapling Medium C = Cedar J = Jack Pine 7 = Saw Timber Poor D = Treed Bog R = Red Pine L = Lowland Brush 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 MU Sale boundary-blue paint
Sale boundary-Red paint
State owned Mle payment unit boundary
preen point
panyment unit number (Ž) MLE MU 4-58

5 mgleton

## Sale Specific Conditions & Requirements

Sale Name: Rosemund Maple Sale Number: 41-004-09-01

#### 1 - Sale Area

#### 1.2 - Boundaries

## 1.2.1 - Painted boundaries (12/08)

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.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

## 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.

#### 2.4 - Special Protection

## 2.4.2 - Reserve trees (1/09)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are hemlock and oak. 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 \$75.00 as fixed, agreed and liquidated damages for each reserve 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.

## 4.1.12 - No new roads (12/08)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

#### 4.2 - Maintenance

## Sale Name: Rosemund Maple Sale Number: 41-004-09-01

## 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions.

## 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 (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

## 5 - Operations

#### 5.1 - Notification

## 5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landings. 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 (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

#### 5.2.2 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (2/04)

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

## **5.2.3 - Operating Restrictions**

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

Within Payment Unit(s) 1-3, unless changed by written agreement, are not permitted during the period of May 15 to July 15. This restriction is because of bark slippage.

## Sale Name: Rosemund Maple Sale Number: 41-004-09-01

### 5.2.3.9 - Beech hauling restriction (8/09)

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 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.)

## 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.

## 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

## 5.4.6 - Wet area protection (3/09)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. 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 (4/09)

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

## 7 - Other Conditions

#### 7.3 - Contract Modifications

## 7.3.1 - Emerald Ash Borer

#### 7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

There is no ash or "firewood" in this sale, but 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.

Sale Name: Rosemund Maple Sale Number: 41-004-09-01

#### RED DRAGON (028-09-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> 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:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
RED PINE	2,021.00 CORDS	\$ 25.70/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED PINE	5.20 MBF	\$ 114.00/MBF
PULPWOOD		
RED MAPLE	189.00 CORDS	\$ 13.80/CORD
JACK PINE	42.00 CORDS	\$ 26.75/CORD
BLK CHERRY	2.00 CORDS	\$ 13.80/CORD
MIX ASPEN	75.00 CORDS	\$ 12.95/CORD
MIX SOFTWD	9.00 CORDS	\$ 16.75/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.08 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 \$2,871.00, 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:

PAYMENT	UNIT	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1				12%		
	2				12%		
	3				07%		
	4				13%		
	5				07%		
	б				03%		
	7				14%		
	8				08%		
	9				02%		
	10				07%		
	11				15%		

- 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, 2013.

## Michigan Department of Natural Resources - Forest, Mineral & Fire Management TIMBER SALE MAP

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

028-09-01

Sale Number

Year 2009

Date Forest Management Unit County Mapped By Page of Jesse Bramer Schoolcraft 09/15/2009 Cruised By Shingleton Jesse Bramer Section(s) and Subdivision(s) SENW, NENW

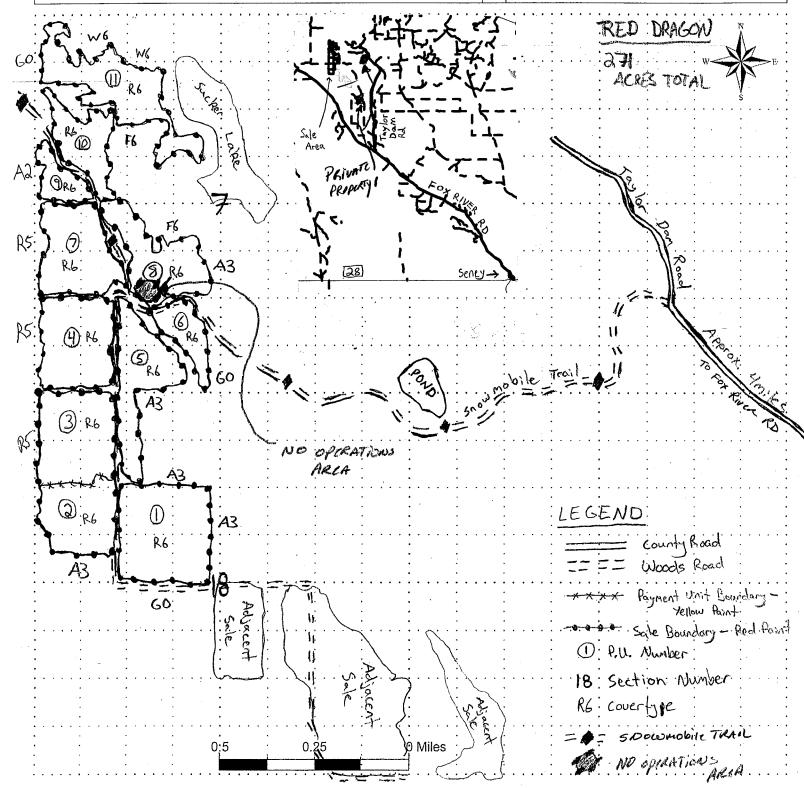
Range Township RI4 W T47N

SECS. 7 - NW NW, SWINW, NWSW, NESW, SWSW, SESW Secs. - 18 -NWNW, SWWW, SENW NEW

## **Cover Type**

- A = Aspen G = Grass B = Paper Birch H = Hemlock J = Jack Pine
- C = Cedar L = Lowland Brush D = Treed Bog
- E = Swamp Hdwoods M = Mpl, Bch, Brch F = Spruce Fir N = Marsh
- O = Oak
  - P = Lowland Poplar
    - Q = Mixed Swamp Cnfr R = Red Pine
  - S = Black Spruce T = Tamarack
- U = Upland Brush V = Bog or Marsh W = White Pine
- X = Non Stocked Z = Water

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



## Sale Specific Conditions & Requirements

Sale Name: Red Dragon Sale Number: 41-028-09-01

## 1 - Sale Area

#### 1.2 - Boundaries

## 1.2.1 - Painted boundaries (12/08)

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

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

Within Payment Unit(s) 1-11, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

## 2.1.11 - Description of timber note (2/04)

Note that mixed softwood is white pine.

#### 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 future planting operations.

## 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1-11, no chipping is permitted.

## 2.4 - Special Protection

## 2.4.2 - Reserve trees (1/09)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are hemlock and oak. 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 \$ 75.00 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

## 4 - Transportation

#### 4.1 - Construction

Sale Name: Red Dragon Sale Number: 41-028-09-01

## 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.

## 4.1.4 - Timber removed for construction (1/09)

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 (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. 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. Contact the sale administrator for specific details of design and placement.

#### 4,1.12 - No new roads (12/08)

No new roads will be permitted in any Payment Unit. All operations within the sale boundary are limited to existing roads.

## 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. These holes will be filled with pit run gravel or its Unit Manager approved equivalent.

## 4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

## 4.4 - Access

## Sale Name: Red Dragon Sale Number: 41-028-09-01

## 4.4.1 - Private property access (12/08)

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

## 5 - Operations

#### 5.1 - Notification

## 5.1.1 - Pre-sale conference (12/08)

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 (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

Section Name: Sale Specific

#### 5.2.1.2 - Slash Removal

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

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

## 5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

## 5.2.3 - Operating Restrictions

## 5.2.3.6 - 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.

Sale Name: Red Dragon Sale Number: 41-028-09-01

#### 5.2.4 - Dead and Down Creation

#### 5,2,4,3 - Dead and down creation, dead trees (6/07)

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

17751

## 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 (8/09)

There is a snowmobile trail and it is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. 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. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. Decking is permitted along the snomobile trail from April 1 to December 1. However, all products and debris (branches, blocks, etc.) must be removed prior to December 1. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 5 feet of the trail must have the stumps removed and be disposed of according to the direction of the Unit Manager or his/her representative.

#### 5.4 - Soil Protection

## 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

#### 5.7 - Protection of Historical Sites

## 5.7.1 - Historical sites (2/04)

The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are identified as "no operations area" on attached map and bounded by red paint. The Purchaser shall protect historical sites from damage by the Purchaser's operations. If Purchaser's operations have cut or damaged historical sites through carelessness, the Purchaser shall pay \$300.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged.

## 5.8 - Protection of Endangered Species

## 5.8.5 - Protection of raptor nests (4/09)

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

# ROSEMUND MAPLE (004-09-01) T47N, R17W, SEC. 30, SW1/4NW1/4, NW1/4SW1/4, NE1/4.

T47N, R17W, SEC. 30, SW1/4, SW1/4SW1/4. T47N, R17W, SEC. 31, NW1/4NW1/4, SW1/4NW1/4.

ALGER COUNTY

In response to the notice of sale to be held 10:00 a.m. on August 12, 2010, 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.

SPECIES	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME* = VALUE
SAWLOGS SUG. MAPLE PULPWOOD	\$ 611.00/MBF	\$x	15.90 MBF = \$
MIX HARDWD	\$ 17.95/CORD	\$x	581.00 CORDS = \$
			SUBTOTAL 1 \$
In addition, the appraised price:	successful bidder agrees	s to purchase the	following species at the
SPECIES	APPRAISED PRICE	ESTIMATED	VOLUME* VALUE

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAWLOGS			
RED MAPLE	\$ 95.00/MBF	1.10 MBF	= \$ 104.50
YEL. BIRCH	\$ 184.00/MBF	.50 MBF	= \$ 92.00
BASSWOOD	\$ 40.00/MBF	2.30 MBF	= \$ 92.00
BEECH	\$ 109.00/MBF	1.10 MBF	= \$ 119.90
BLK CHERRY	\$ 173.00/MBF	.20 MBF	= \$ 34.60
		SUBTOTAL 2	\$ 443.00
	SUBTOTAL 1 + S	JBTOTAL 2 = TOTAL BID V	ALUE \$

\*These volumes are statistically estimated within plus (+) or minus (-) 13.6%. 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



# Michigan Department of Natural Resources Forest, Mineral and Fire Management

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525

FOR	DEPARTMENT USE ONLY	
Sale or Permit No		
Year:	Type:	
Forest Area:		

	of Act 451 of 1994, a		art 525	i orest Area.			
	VERIFICATION O	F WORKER'S DISABIL	ITY COMPENS	SATION ACT COMPLIAN	ICE		
ı	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 printe	ed except for written s	ignatures.				
Ple	ase Check Appropriate Categories:						
	My business is organized as (you must o	check one of the boxes	below):				
	A.  Sole Proprietorship (individual)						
	B.   Partnership						
	C. Corporation						
	You must check one of the boxes below:						
	A.  I certify that my business is a so Worker's Compensation Laws.						
	B.  I certify that my business has so Notice of Exclusion (BWC-337, Faward. (For questions or a copy of	Rev. 5/96). I will provid	de a copy of the	e Notice of Exclusion wi	thin 21 days of the contract		
	C.  I certify that my business has a days of the contract award.	Worker's Compensation	n Policy. I will	provide an original Certif	icate of Insurance within 21		
•	If you have checked item 2(A) or 2(B), including family members and active part	you <b>must</b> indicate the ners (if none, you must	number of <b>bo</b> renter "0").	th full and part time em	ployees other than yourself		
	Full Time	e Employees		Pa	rt Time Employees		
			_				
lan	ne of Business		Federal ID (or) S	Social Security No.			
dd	ress		Telephone No.				
ity		State	1.	Zip + 4			
he	reby certify that the above information is tr	rue and correct. I agree	to notify the DI	NR of any changes that o	occur in factors affecting my		
	erage during any of my present and future		,				
					**		
_							
5	Signature of Owner or Authorized Represe	ntative					
7	itle		Dat	е			

#### RED DRAGON (028-09-01)

T47N, R14W, SEC. 07, NWNW, SWNW, NENW, SENW, NWSW, NESW.

T47N, R14W, SEC. 07, SWSW, SESW.

T47N, R14W, SEC. 18, NWNW, SENW, SWNW, NENW.

SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on August 12, 2010, 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.

SPECIES	API	PRAISED PRICE	BID PRICE	ESTIMATED VOLUME* = VALUE		
PULPWOOD		05 50/0000	de vy	0 001 00	GODD	
RED PINE	\$	25.70/CORD	\$X	2,021.00	CORDS	5 = \$
				SUBTOTAL	1	\$
In addition, the su- appraised price:	ccessful	bidder agrees	to purchase the	following	speci	es at the
SPECIES	APPRA	AISED PRICE	ESTIMATED	VOLUME*	v	ALUE
SAWLOGS					_	
RED PINE	\$	114.00/MBF	5.20	MBF	= \$	592.80
PULPWOOD	·	·			•	
RED MAPLE	\$	13.80/CORD	189.00	CORDS	= \$	2,608.20
JACK PINE	\$	26.75/CORD	42.00	CORDS	= \$	1,123.50
BLK CHERRY	\$	13.80/CORD	2.00	CORDS	= \$	27.60
MIX ASPEN	\$	12.95/CORD	75.00	CORDS	<b>=</b> \$	971.25
MIX SOFTWD	\$	16.75/CORD	9.00	CORDS	= \$	150.75
			នប	JBTOTAL 2	\$	5,474.10
	ສນ	BTOTAL 1 + S	SUBTOTAL 2 = 7	TOTAL BID V	ALUE	\$
*These volumes are sestimated volumes and to examine this timb	e final	and not subject	ct to adjustment.	Prospect	ive b	idders are urge
I understand that and will be the basis to must be bid or the bawarding a contract contract	determi id form will be	ne total bid v may be rejecte based upon my	value. All bids ed. I also unders past performance	must be si tand that and abili	gned consi	and all bid iter deration and
(bidder's	printed	name)	(bidder's si	gnature)		
Address/Telephone						

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



## Michigan Department of Natural Resources Forest, Mineral and Fire Management

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

FOR DEPARTMENT USE ONLY						
Sale or Permit No						
Year:	Туре:					
Forest Area:						

As required by Act 317, P.A. 1969 (Work of Act 451 of 1994, a		?5	Forest Area:	1				
VERIFICATION OF	WORKER'S DISABILITY	COMPENS	ATION ACT COMPLIANC	E				
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:								
<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>								
<ul> <li>You must check one of the boxes below:</li> <li>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.</li> </ul>								
<ul> <li>B.</li></ul>								
. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> 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					
ame of Business	Fede	Federal ID (or) Social Security No.						
ddress	Tele	phone No.						
ity	State		Zip + 4					
hereby certify that the above information is tru overage during any of my present and future Signature of Owner or Authorized Represen	operations.	otify the DN	IR of any changes that occ	ur in factors affecting my				
Title		Date						