



**DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS (4389)**

SCHEDULED SALE DATE AND TIME: 3:00PM on June 02, 2011.

LOCATION: **NEWBERRY MGMT UNIT, PO BOX 428, 5666 STATE HWY M-123, NEWBERRY, MI 49868.**

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, **NEWBERRY MANAGEMENT UNIT**, for certain timber on the following described lands:

COLD RIDE JACK PINE (42-032-10-01) / T49N, R06W, SEC.06, SW1/4, S1/2 NW1/4.

T49N, R06W, SEC.07, NW1/4.

CHIPPEWA COUNTY (Advertised Price \$43,015.90), 97.0 Acres

SALE NOTE: 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 state forest land.

MULTI BUFFER MIX (42-033-10-01) / T49N, R06W, SEC.05, S1/2 OF SECTION, SENW, SWNE.

T49N, R06W, SEC.06, S1/2SE.

T49N, R06W, SEC.07, NENW, N1/2NE.

T49N, R06W, SEC.08, N1/2NW.

CHIPPEWA COUNTY (Advertised Price \$50,665.90), 224.0 Acres

SALE NOTE: 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 state forest land.

## BID INSTRUCTIONS (VER. 02/24/2011):

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO BOX 428 5666 STATE HWY M-123, NEWBERRY, MI 49868, no later than 3:00PM on June 02, 2011. For further information concerning this sale, contact Richard Stevenson at 906-293-3293.

### 2. Bidder's Qualifications (1/11)

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 DNRE/FMD 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 (1/11)

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 (1/11)

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 (1/11)

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 (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

### 7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

### 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

### 9. Timber Sale Contract (1/11)

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 (1/11)

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 (1/11)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-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.

RODNEY STOKES  
Director



## TIMBER SALE INFORMATION

### COLD RIDE JACK PINE (42-032-10-01)

T49N, R06W, SEC.06; T49N, R06W, SEC.07.

CHIPPEWA COUNTY (Advertised Price \$43,015.90)

SALE NOTE: 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 state forest land.

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Jack Pine	1,369.00 Cords	\$ 29.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,630.40:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Black Spruce	139.00 Cords	\$ 16.60 / Cord
Mixed Aspen	15.00 Cords	\$ 15.50 / Cord
Paper Birch	2.00 Cords	\$ 12.85 / Cord
Red Maple	3.00 Cords	\$ 14.80 / Cord
Tamarack	3.00 Cords	\$ 6.80 / Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 17.59 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 **\$2,151.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (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>
01	19%
02	60%
03	21%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2014.

## Sale Specific Conditions & Requirements

**Sale Name: Cold Ride Jack Pine    Sale Number: 42-032-10-01**

### 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. The Payment Unit boundary between Payment Units 1 & 2 is marked with yellow paint. Interior "Retention Areas" within Payment Unit 2 are also marked with red paint, as shown on sale map.

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (12/08)

Within Payment Unit(s) 1, 2 & 3, cut all jack pine, aspen, spruce, white birch, maple and tamarack trees which meet minimum piece specifications in 2.2 Utilization. DO NOT cut any oak, red pine or white pine. The sale area contains pocket of lower ground with small diameter, submerchantable trees. Care must be taken to avoid these area.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

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

Within Payment Unit(s) 3, no chipping operations are permitted.

### 3 - Payments

#### 3.3 - Pre-measured Sales

##### 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 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

##### 4.1.6 - 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 within 30 days of completion of hauling. 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. All stumps and slash from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These materials must be scattered a minimum of the first 100 feet of the road system to prohibit vehicular movement. These roads must be rendered impassable to cars, trucks, and ORV's. Contact the sale administrator for specific details of design and placement.

##### 4.1.12 - No new roads (6/10)

No new roads will be permitted in Payment Units 1 or 3. Short spurs/landing areas may be allowed if approved by the sale

administrator prior to construction.

#### 4.2 - Maintenance

##### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on any roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup, wet weather conditions, or during extended periods of dry weather when the Widewaters Road deteriorates from heavy usage.

##### 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.

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

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

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Payment Unit 3 and the Widewaters Road.

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

#### 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 red paint line.

###### 5.2.1.8 - Slash height (12/08)

No slash may exceed 24 inches in height.

###### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

##### 5.2.2 - Hazard Trees/Snags

###### 5.2.2.1 - Den trees (2/04)

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

##### 5.2.3 - Operating Restrictions

###### 5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 2 & 3, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of April 15 to December 15. This restriction is because of the need for low stump heights for regeneration purposes as well as to avoid conflict with the snowmobile trail.

###### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the Widewaters Road.

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

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

#### 5.3 - Stream Protection

##### 5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 50 feet of the creeks adjacent to Payment Unit 3. All harvesting operations must be confined within the sale boundary.

#### 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.

##### 5.4.5 - Soil caution (11/04)

Within the sale area, care must be taken to minimize soil damage due to the sandy soils.

#### 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.

### 6 - Safety and Fire Prevention

#### 6.2 - Signing

##### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on Widewaters Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

### 7 - Other Conditions

#### 7.3 - Contract Modifications

##### 7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.





### TIMBER SALE MAP

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

Sale Number	Year
42-032-10-01	2010
Date	Page of
05/28/10	1 1

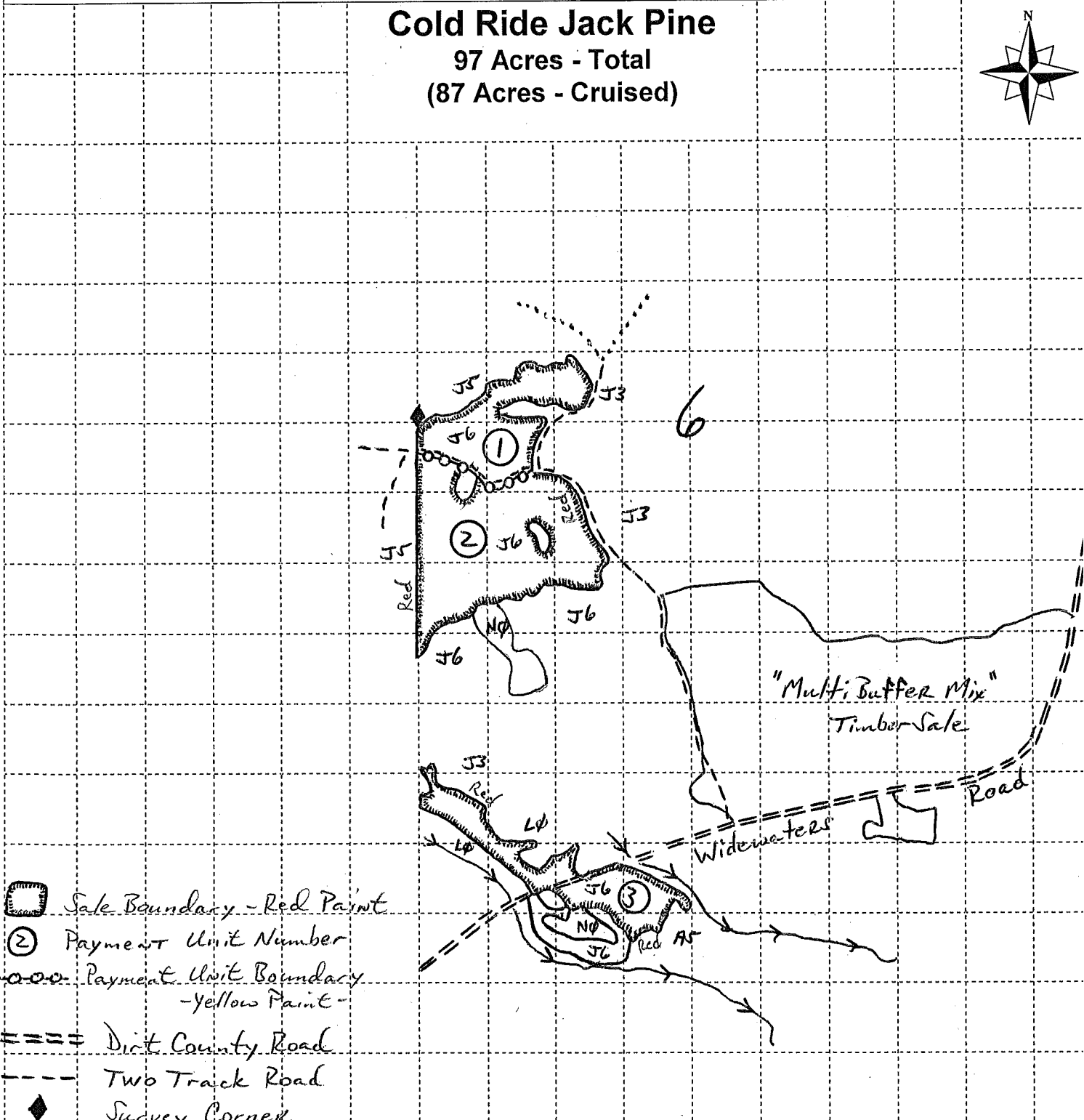
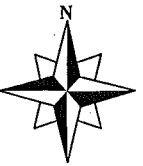
Forest Management Unit Newberry	County Chippewa	Mapped By Tokar
Township T49N	Range R06W	Cruised By Nby Staff
Section(s) and Subdivision(s) Sec 6: SW1/4, S1/2 NW1/4 Sec 7: NW1/4		

Scale: 4 inch = 1 mile

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			

## Cold Ride Jack Pine

97 Acres - Total  
(87 Acres - Cruised)



- Sale Boundary - Red Paint
- Payment Unit Number
- Payment Unit Boundary - yellow Paint
- Dirt County Road
- Two Track Road
- Survey Corner



## TIMBER SALE INFORMATION

### MULTI BUFFER MIX (42-033-10-01)

T49N, R06W, SEC.05; T49N, R06W, SEC.06; T49N, R06W, SEC.07; T49N, R06W,  
SEC.08.

SALE NOTE: 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 state forest land.

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Red Pine	26.00 MBF	\$ 117.00 / MBF
Pulpwood		
Black Spruce	188.00 Cords	\$ 15.70 / Cord
Jack Pine	1,198.00 Cords	\$ 25.20 / Cord
Paper Birch	509.00 Cords	\$ 13.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$7,763.90:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Balsam Fir	16.00 Cords	\$ 15.55 / Cord
Mixed Aspen	78.00 Cords	\$ 17.20 / Cord
Red Maple	161.00 Cords	\$ 14.00 / Cord
Red Pine	90.00 Cords	\$ 27.80 / Cord
White Pine	81.00 Cords	\$ 17.50 / Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 9.58 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 **\$2,533.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (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>
01	26%
02	9%
03	6%
04	12%
05	47%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2014.

## Sale Specific Conditions & Requirements

**Sale Name: Multi Buffer Mix    Sale Number: 42-033-10-01**

### 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, yellow and green paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Buffer strips within the sale boundary are marked with green paint. Yellow painted trees designating an interior Payment Unit boundary are not to be cut.

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (12/08)

Within Payment Unit(s) 1, cut all jack pine, aspen, maple, spruce and balsam trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any red pine, white pine, white birch or oak.

In Payment Units 2 and 4B, cut all white birch, jack pine, aspen, maple, spruce and balsam which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any red pine, white pine or oak.

In Payment Units 3 & 4A, cut all white birch, jack pine, red pine, white pine, aspen, maple, spruce and balsam which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any oak.

In Payment Unit 5, cut all jack pine, white birch, aspen, maple, spruce and balsam which meet minimum piece specifications in 2.2 Utilization. In addition, cut all red pine marked with orange paint. DO NOT CUT any white pine, oak, or unmarked red pine.

#### 2.2 - Utilization

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

Stump heights within Payment Units 1, 3 & 5 shall not exceed 6 inches for all trees. This is in order to facilitate regeneration and/or planting operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

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

Within Payment Unit(s) 1, 2, 3, & 4, NO chipping is permitted.

##### 2.2.11 - Chipping restriction (9/09)

If chipping occurs on this sale, then in Payment Unit 5, no woody debris present on the ground at the start of the sale may be chipped. In addition, fall 2-5 sub-merchantable trees per acre. Retain on site 15-30% of tops from harvested trees.

### 3 - Payments

#### 3.3 - Pre-measured Sales

##### 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1, 4 & 5 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

##### 4.1.6 - Road construction (1/09)

Construction of new roads will be kept to a minimum. New road locations will be approved by the sale administrator prior to construction. 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 within 30 days of completion of hauling. 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. Stumps and brush must be placed along the remainder of the trail. All stumps and slash from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These materials must be scattered a minimum of the first 100 feet of the road system to prohibit vehicular movement. These roads must be rendered impassable to cars, trucks and ORV's. Contact the sale administrator for specific details of design and placement.

### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on any roads by the Unit Manager or his/her representative. The restriction may occur during spring break up, wet weather conditions, or during extended periods of dry weather when the Widewaters Road deteriorates from heavy usage.

#### 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.

#### 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.

### 4.3 - Public Right-of-Way

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

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to the Widewaters Road.

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

### 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 red paint line.

##### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

##### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

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

#### 5.2.3 - Operating Restrictions

##### 5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 3, and 5, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 4/15 to 12/15. This restriction is because of the need for low stump heights for regeneration purposes as well as to avoid conflict with the snowmobile trail.

##### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the Widewaters Road.

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

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

#### 5.3 - Stream Protection

##### 5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 50 feet of the creeks adjacent to Payment Unit 2. All harvesting operations must be confined to the sale area.

#### 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.

##### 5.4.5 - Soil caution (11/04)

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

#### 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.

### **6 - Safety and Fire Prevention**

#### 6.2 - Signing

##### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on the Widewaters Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

### **7 - Other Conditions**

#### 7.3 - Contract Modifications

##### 7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.



### TIMBER SALE MAP

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

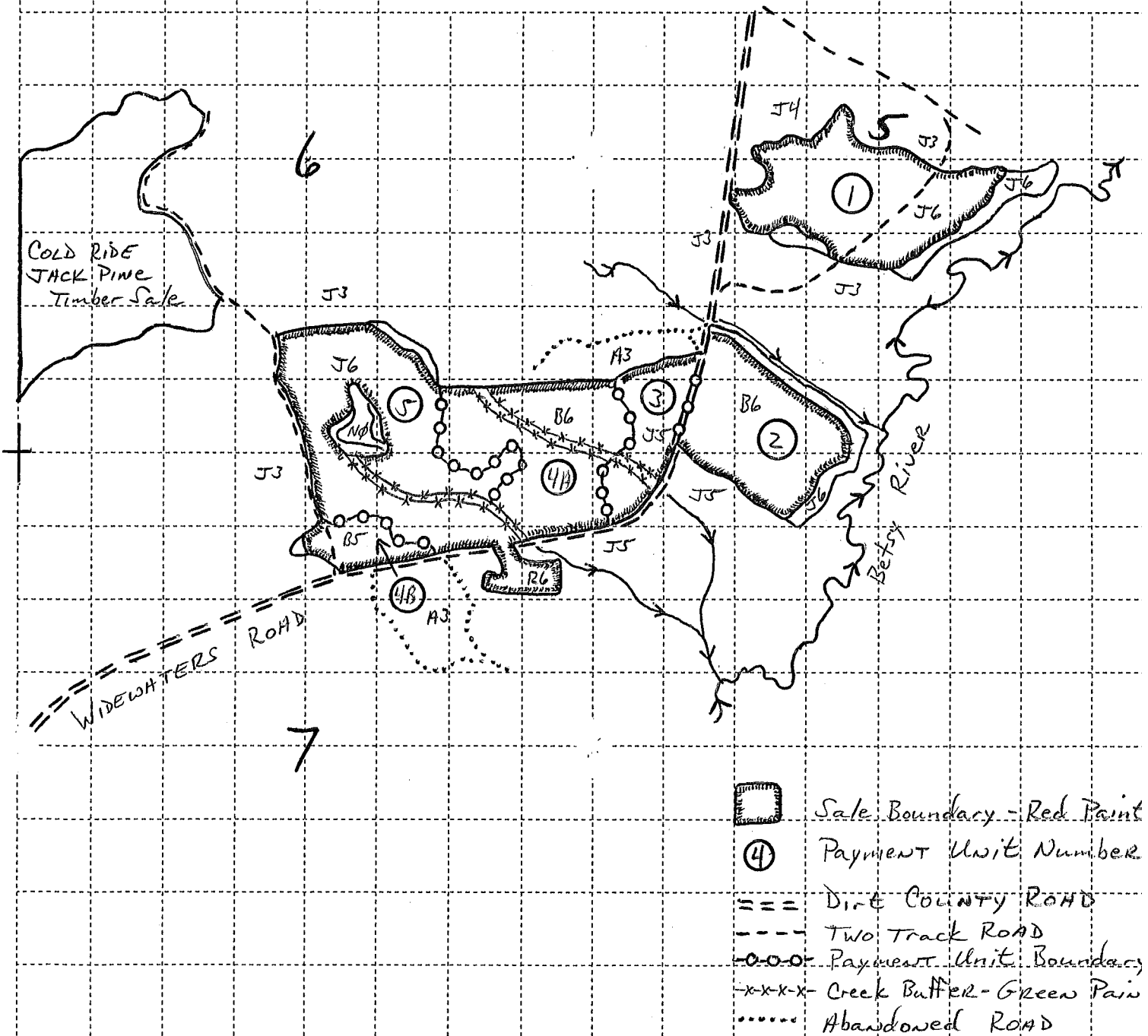
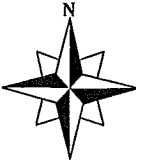
Sale Number	Year
42-033-10-01	2010

Forest Management Unit Newberry	County Chippewa	Mapped By Tokar Cruised By Nby Staff	Date 05/28/10	Page 1	of 1
Township T49N	Range R06W	Section(s) and Subdivision(s) Sec 5: S1/2 of Section, SENW, SWNE Sec 6: S1/2 SE Sec 7: NENW, N1/2 NE Sec 8: N1/2 NW	Scale: 4 inch = 1 mile		

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			

## Multi Buffer Mix

224 Acres - Total  
(202 Acres - Cruised)







COLD RIDE JACK PINE (42-032-10-01)  
T49N, R06W, SEC.06; T49N, R06W, SEC.07; CHIPPEWA COUNTY

In response to the notice of sale to be held 3:00PM on June 02, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Jack Pine	1,369.00 Cords	\$ 29.50 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,630.40 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Black Spruce	139.00 Cords	\$ 16.60 / Cord
Mixed Aspen	15.00 Cords	\$ 15.50 / Cord
Paper Birch	2.00 Cords	\$ 12.85 / Cord
Red Maple	3.00 Cords	\$ 14.80 / Cord
Tamarack	3.00 Cords	\$ 6.80 / Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 17.59 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_



# 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.

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

### 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-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

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

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

MULTI BUFFER MIX (42-033-10-01)

T49N, R06W, SEC.05; T49N, R06W, SEC.06; T49N, R06W, SEC.07; T49N, R06W, SEC.08; CHIPPEWA COUNTY

In response to the notice of sale to be held 3:00PM on June 02, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Sawlogs			
Red Pine	26.00 MBF	\$ 117.00 / MBF	\$ _____ / MBF
Pulpwood			
Black Spruce	188.00 Cords	\$ 15.70 / Cord	\$ _____ / Cord
Jack Pine	1,198.00 Cords	\$ 25.20 / Cord	\$ _____ / Cord
Paper Birch	509.00 Cords	\$ 13.20 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$7,763.90 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Balsam Fir	16.00 Cords	\$ 15.55 / Cord
Mixed Aspen	78.00 Cords	\$ 17.20 / Cord
Red Maple	161.00 Cords	\$ 14.00 / Cord
Red Pine	90.00 Cords	\$ 27.80 / Cord
White Pine	81.00 Cords	\$ 17.50 / Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 9.58 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_\_\_ - \_\_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_



# 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.

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

### 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-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

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

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