

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5331**

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on March 4, 2015. LOCATION: SHINGLETON MGMT UNIT, PO BOX 67 M-28 WEST, SHINGLETON, MI 49884.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

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

BILL'S BLUEBERRY SURPRISE PINE (41-029-14-01) / T46N, R13W, SEC. 03, NWNW.

T46N, R13W, SEC. 04, NENE, SENE, NESE.

T46N, R13W, SEC. 09, NENE, NWNE.

Schoolcraft County, Advertised Price \$41,231.20, 113.0 Acres

SALE NOTE: The entire sale is a 3rd Row Thinning.

Roadwork is required on this contract; please refer to specification 4.1.8 for details.

No equipment shall be run down the Danaher ORV Trail.

Snowmobile Trail 43 may not be used for any timber sale operations from December 1 to March 31.

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.

<u>LUCE LINE PULPWOOD</u> (41-036-13-01) / T47N, R13W, SEC. 25, SESE, NESE, SENE.

T47N, R13W, SEC. 26, NWNW.

T47N, R13W, SEC. 35, SENE.

Schoolcraft County, Advertised Price \$19,307.15, 125.0 Acres

SALE NOTE: Roadwork is required on this contract; please refer to specification 4.1.8 for details.

No equipment shall be run down the Danaher ORV Trail.

Snowmobile Trail 431 and 443 may not be used for any timber sale operations from December 1 to March 31.

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.

#### BID INSTRUCTIONS (VER. 10/01/2014):

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

Bids must be received by the Unit Manager, SHINGLETON OFFICE, PO BOX 67 M-28 WEST, SHINGLETON, MI 49884, no later than 2:00 p.m. (local time) on March 4, 2015. For further information concerning this sale, contact Robert Burnham at 906-452-6227 extension 240.

#### 2. Bidder's Qualifications (2/12)

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/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

#### 3. Preparation of Sealed Bids (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 (6/11)

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) the sale name or number and (b) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

#### 5. Public Opening of Sealed Bids (6/13)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

#### 6. Award of Contract (1/11)

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

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

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

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

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

#### 9. Timber Sale Contract (9/14)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not

taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

#### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (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 (10/14)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

KEITH CREAGH Director

#### TIMBER SALE INFORMATION

#### BILL'S BLUEBERRY SURPRISE PINE (41-029-14-01)

T46N, R13W, SEC. 03; T46N, R13W, SEC. 04; T46N, R13W, SEC. 09.

Schoolcraft County (Advertised Price \$41,231.20)

SALE NOTE: The entire sale is a 3rd Row Thinning.

Roadwork is required on this contract; please refer to specification 4.1.8 for details.

No equipment shall be run down the Danaher ORV Trail.

Snowmobile Trail 43 may not be used for any timber sale operations from December 1 to March 31.

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.

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Red Pine	657.00 Cords	\$	62.00 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$497.20:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	ADVERTISED PRICE		
Pulpwood					
Jack Pine	9.00 Cords	\$	35.00 / Cord		
Mixed Aspen	5.00 Cords	\$	21.35 / Cord		
Mixed Hardwood	1.00 Cords	\$	21.00 / Cord		
White Pine	3.00 Cords	\$	18.15 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.35 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of **\$2,062.00** 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:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALU
01	17%
02	22%
03	4%
04	9%
05	1%
06	7%
07	13%
08	27%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2017.

#### Sale Specific Conditions & Requirements

Sale Name: Bill's Blueberry Surprise Pine Sale Number: 41-029-14-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and/or yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 5, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut oak or hemlock.

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

Within Payment Unit(s) 1-4 and 6-8, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within Payment Unit 4 cut all jack pine which meet minimum piece specifications in 2.2 Utilization.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate future planting operations.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1, 2, and 8 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

#### 3.4 - Damaged Timber

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

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

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

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

#### 4.1.4 - Timber removed for construction (12/09)

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

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

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

#### 4.1.7 - Road closure (10/11)

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

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

The following road work is required: 200 cubic yards of pit run gravel must be purchased, hauled and spread between Unit 8 and M-77 at designated locations to be determined at the Pre-Sale meeting by the Sale Administrator. All work is at the purchaser's expense and must be completed before harvesting begins.

#### 4.2 - Maintenance

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins.

#### 4.2.4 - Grading (10/13)

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

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

#### 5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 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

#### 5.2.1.2 - 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.

#### 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.

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

No decking is allowed within the Danaher Trailhead.

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

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

#### 5.2.39 - ORV trail/route protection (12/12)

The Danaher ORV Trail is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Do not run equipment down the ORV trail or route.

#### 5.2.41 - Snowmobile trail protection (9/11)

Trail 43 is a snowmobile trail and 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. The road maintenance/restoration must be done prior to December 1. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 5.8 - Protection of Endangered Species

#### 5.8.3 - Red shoulder hawk or goshawk (3/13)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area. An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 1 to August 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

#### 7 - Other Conditions

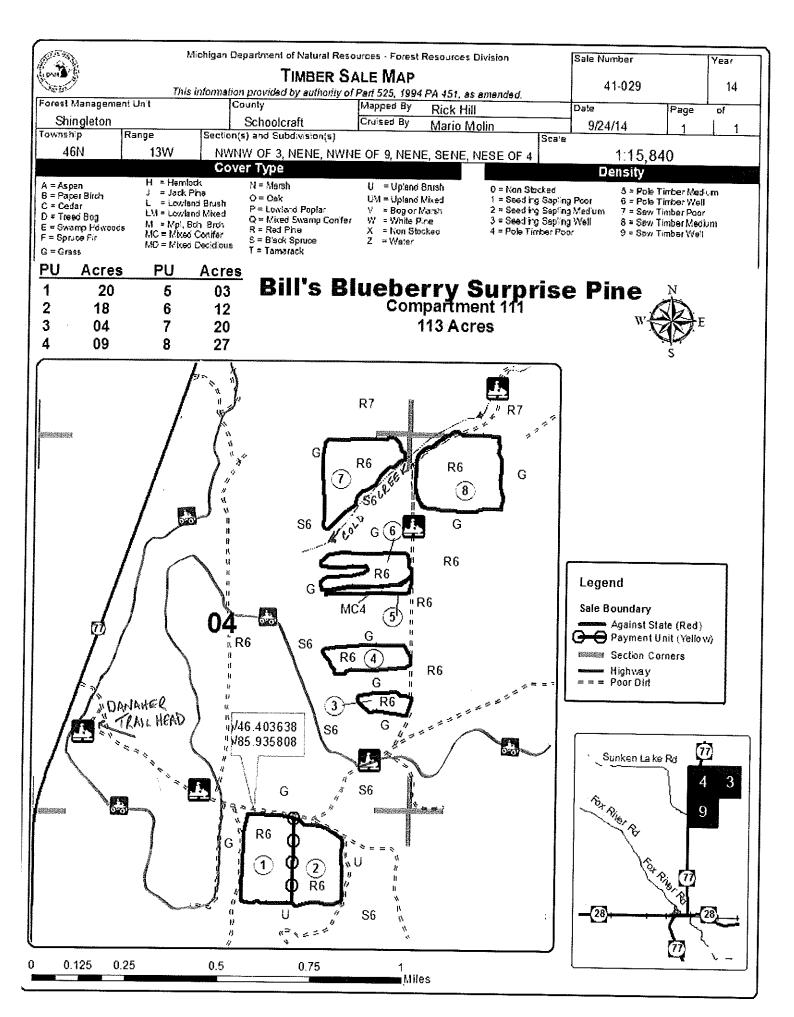
#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 1/21/2015 1:41:02PM



#### TIMBER SALE INFORMATION

#### LUCE LINE PULPWOOD (41-036-13-01)

T47N, R13W, SEC. 25; T47N, R13W, SEC. 26; T47N, R13W, SEC. 35.

Schoolcraft County (Advertised Price \$19,307.15)

SALE NOTE: Roadwork is required on this contract; please refer to specification 4.1.8 for details.

No equipment shall be run down the Danaher ORV Trail.

Snowmobile Trail 431 and 443 may not be used for any timber sale operations from December 1 to March 31.

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.

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADV	ERTISED PRICE
Pulpwood			
Jack Pine	98.00 Cords	\$	28.70 / Cord
Mixed Aspen	345.00 Cords	\$	17.50 / Cord
Mixed Hardwood	97.00 Cords	\$	17.25 / Cord
Red Pine	148.00 Cords	\$	50.85 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,258.00:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ADVERTISED PRICE		
Sawlogs					
Red Pine	0.30 MBF	\$	144.00 / MBF		
White Pine	12.80 MBF	\$	47.00 / MBF		
Pulpwood					
White Pine	42.00 Cords	\$	14.60 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 18.95 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$970.00 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:

(c) I dyffieth for each of the following drifts must be made before cutting begins in that drift.				
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE			
01	41%			
02	10%			
03	49%			

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2017.

#### **Sale Specific Conditions & Requirements**

Sale Name: Luce Line Pulpwood Sale Number: 41-036-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with green paint above and below stump height, regardless of merchantability. In Payment Unit 3, all red and white pine are designated for cutting when marked with orange paint. In addition, within Payment Unit 3 cut all jack pine, maple, aspen, and birch.

#### 2.2 - Utilization

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

Stump heights within Units 1 and 2 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 and 3 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

#### 3.4 - Damaged Timber

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

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

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

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

#### 4.1.4 - Timber removed for construction (12/09)

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

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

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

#### 4.1.7 - Road closure (10/11)

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

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

The following road work is required: 100 cubic yards of pit run gravel must be purchased, hauled and spread on the Star Road between Unit 1 and the Danaher Plains Road at designated locations to be determined at the Pre-Sale meeting by the Sale Administrator. All work is at the Purchaser's expense and must be completed before harvesting begins.

#### 4.2 - Maintenance

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins.

#### 4.2.4 - Grading (10/13)

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

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

#### 5.1.4 - Post-sale conference (6/11)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 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.

#### 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.

#### 5.2.30 - Landing/road top soil protection (1/12)

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation.

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

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

#### 5.2.39 - ORV trail/route protection (12/12)

The Danaher Plains ORV Trail is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route.

#### 5.2.41 - Snowmobile trail protection (9/11)

Trail 443 and 431 are snowmobile trails and are shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trails are used for hauling, they must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. The snowmobile trails may not be used for any timber sale operations from December 1 to March 31. The trail can be crossed at a right angle. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

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

#### 5.8 - Protection of Endangered Species

#### 5.8.3 - Red shoulder hawk or goshawk (3/13)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area. An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 1 to August 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.3 - Recreational trail posting (2/10)

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

#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 1/23/2015 2:29:58PM



Shingleton

F = Spruce/Fir

Forest Management Unit

#### TIMBER SALE MAP

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

County Mapped By Kentner Date Page of Schoolcraft 7/24/13 Cruised By Rick Hill 1  $\mathbf{a}$ 

Township Range Section(s) and Subdivision(s) 47N 13W 26: NWNW 35:SENE

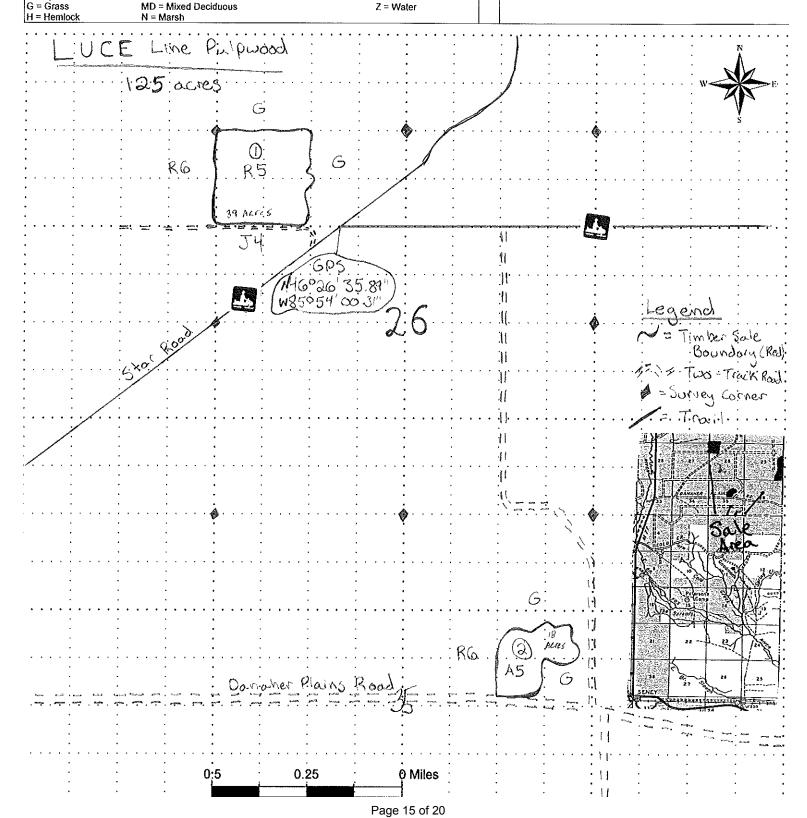
	Cove	r Type		
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush	
B = Paper Birch	K = Rock	P = Lowland Poplar	UM =Upland Mix Forest	
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh	
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine	
E = Swamp Hardwoode	M - Manta Dooch Disch	C - Diook Coruso	V = Non Cingland	

X = 110... Y = Sand MC = Mixed Conifer T = Tamarack MD = Mixed Deciduous Z = Water

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

13

41-036





Shingleton

Forest Management Unit

#### TIMBER SALE MAP

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

County Mapped By Kentner

Township Range Section(s) and Subdivision(s)

13W 47N 25: SESE, NESE, SENE

35: SENE

Cruised By Rick Hill

A = Aspen B = Paper Birch J = Jack Pine K = Rock C = Cedar

O = Oak P = Lowland Poplar L = Lowland Brush

Q = Mixed Swamp Conifer LM = Lowland Mix Forest R = Red Pine

Cover Type

Schoolcraft

U = Upland Brush UM =Upland Mix Forest

V = Bog or Marsh W = White Pine X = Non Stocked

Density

0 = Non Stocked 5 = Pole Timber Medium

13

of

2

Page

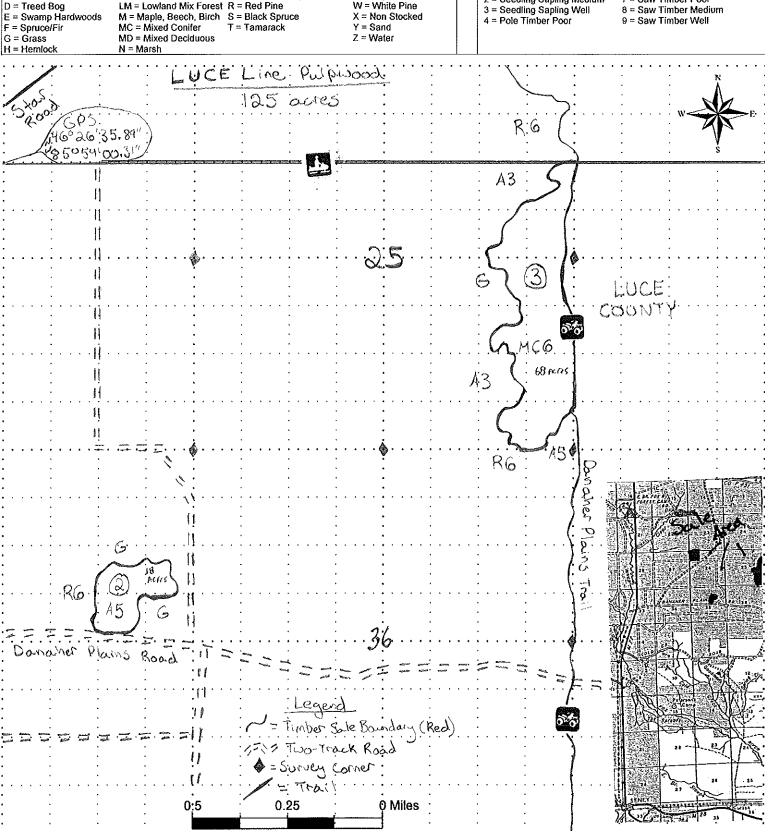
2

1 = Seedling Sapling Poor 6 = Pole Timber Well 2 = Seedling Sapling Medium 7 = Saw Timber Poor

41-036

7/24/13

Date



#### **BID FORM**

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

#### BILL'S BLUEBERRY SURPRISE PINE (41-029-14-01)

T46N, R13W, SEC. 03; T46N, R13W, SEC. 04; T46N, R13W, SEC. 09, Schoolcraft County

In response to the notice of sale to be held 2:00 p.m. (local time) on March 4, 2015, 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.

PRODUCTS & SPECIES	<u>ESTIMATEI</u>	D UNITS*	ADV	ERTISED PRICE	BID PRIC	<u>E</u>
Pulpwood Red Pine	657.00	Cords	\$	62.00 / Cord	\$	/ Cord
In addition, the successful bidder agr	ees to purchase	the following spec	ies at th	e indicated advertis	ed price for a total	value of \$497.20 :
PRODUCTS & SPECIES	<u>ESTIMATEI</u>	O UNITS*	ADV	ERTISED PRICE		
Pulpwood Jack Pine	0.00	Cords	\$	35.00 / Cord		
Mixed Aspen		Cords	э \$	21.35 / Cord		
Mixed Hardwood		Cords	э \$	21.00 / Cord		
White Pine		Cords	φ \$	18.15 / Cord		
understand that consideration and avequipment and staffing subject to my	control.	·				e the contract based upon
Company or individual bide	dina:					
Company representative's						
Address:						
City:	State	:	Zip:			
IF AVAILABLE, PLEASE PLACE THI	E PERSONALIZI	ED LABEL FROM	YOUR I	PROSPECTUS IN T	HE ABOVE BOX.	
Individual or company representative	's signature:				Date:	
Phone number :		Email (o	ptional):			



Title

Michigan Department of Natural Resources & Environment Forest Management Division

## 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:	

•	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.
Ple	ease Check Appropriate Categories:
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

	<ul><li>A.  Sole Proprietorship (individual)</li></ul>					
	B. Partnership					
	C. Corporation					
2.	You must check one of the boxes b	pelow:				
	A. I certify that my business is a s Worker's Compensation Laws.	sole proprietorship and	it has no employees but the sole proprietor. I am not subject to the			
	Notice of Exclusion (BWC-337)	Rev. 5/96). I will prov	to the Worker's Compensation Act through the use of an approved vide a copy of the Notice of Exclusion within 21 days of the contract ase call the Worker's Compensation Bureau at 517-322-1195).			
	<ul> <li>C.    I certify that my business has a days of the contract award.</li> </ul>	Worker's Compensati	ion Policy. I will provide an original Certificate of Insurance within 21			
3.	. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").					
	Full-tin	ne Employees	Part-time Employees			
Vam	ne of Business		Federal ID (or) Social Security No.			
\dd	dress		Telephone			
- du	11033		( )			
City		State	ZIP			
	ereby certify that the above informati cur in factors affecting my coverage o		ct. I agree to notify the Michigan DNRE of any changes that sent and future operations.			
-	Signature of Owner or Authorized Representative	re				

Date

#### **BID FORM**

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

#### LUCE LINE PULPWOOD (41-036-13-01)

T47N, R13W, SEC. 25; T47N, R13W, SEC. 26; T47N, R13W, SEC. 35, Schoolcraft County

In response to the notice of sale to be held 2:00 p.m. (local time) on March 4, 2015, 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.

PRODUCTS & SPECIES	ESTIMATED !	UNITS*	ADVERTISED PRICE		BID PF	RICE
Pulpwood						
Jack Pine	98.00 C	Cords	\$	28.70 / Cord	\$	/ Cord
Mixed Aspen	345.00 C	Cords	\$	17.50 / Cord	\$	/ Cord
Mixed Hardwood	97.00 C	Cords	\$	17.25 / Cord	\$	/ Cord
Red Pine	148.00 C	Cords	\$	50.85 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,258.00:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Sawlogs			
Red Pine	0.30 MBF	\$	144.00 / MBF
White Pine	12.80 MBF	\$	47.00 / MBF
Pulpwood			
White Pine	42.00 Cords	\$	14.60 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 18.95 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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 SECU	JRITY NUMBER:		
Company or	ndividual bidding:				
Company rep	resentative's name:				
Address:					
City:		State:	Zip:		
F AVAILABLE, PLEAS	E PLACE THE PERSON	ALIZED LABEL FROM	YOUR PROSPECTUS IN	THE ABOVE BOX.	_
Individual or company r	epresentative's signature	e:		Date:	
Phone number : E			optional):		



Michigan Department of Natural Resources & Environment Forest Management Division

## 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.

Signature of Owner or Authorized Representative

Title

# 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.	<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>					
<ol> <li>You must check one of the boxes below:         <ul> <li>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> <li>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).</li> <li>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.</li> </ul> </li> <li>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").</li> </ol>						
	Full-time Employees Part-time Employees					
Nam	Name of Business Federal ID (or) Social	Security No.				
Add	Address Telephone ( )					
City	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.					

Date