

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### TIMBER SALE PROSPECTUS

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

EWALT BIRCH / T48N, R15W, SEC. 16, NESE.

T48N, R15W, SEC. 21, E1/2SW, W1/2SE, SESE.

ALGER COUNTY (Appr. \$5,026.82)

360 JACK PINE / T47N, R15W, SEC. 25, SWSW.

T47N, R15W, SEC. 26, SWNE, E1/2SW, SE1/4.

T47N, R15W, SEC. 35, N1/2NE, SENE, NENW.

SCHOOLCRAFT COUNTY (Appr. \$19,479.45)

BLUE FOX / T45N, R13W, SEC. 14, SWSE, SESW.
SCHOOLCRAFT COUNTY (Appr. \$6,279.05)

SALE DATE AND TIME: 10:00 a.m. on December 09, 2008.

SHINGLETON

#### 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 December 9, 2008. 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. <u>Public Opening of Sealed Bids:</u> 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. <u>Performance Security:</u> 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. <u>Timber Sale Contract:</u> 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

# EWALT BIRCH (025-08-01)

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*	API	PRAISED PRICE
PULPWOOD			
P. BIRCH	198.00 CORDS	\$	15.54/CORD
MIX HARDWD	57.00 CORDS	\$	15.68/CORD

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

SPECIES	ESTIMATED V	OLUME*	API	PRAISED PRICE
SAWLOGS				
P. BIRCH	1.60	MBF	\$	107.80/MBF
WHITE PINE	2.80	MBF	\$	65.80/MBF
PULPWOOD				
BALSAM FIR	6.00	CORDS	\$	10.57/CORD
W. SPRUCE	4.00	CORDS	\$	14.35/CORD
WHITE PINE	33.00	CORDS	\$	11.20/CORD
JACK PINE	10.00	CORDS	\$	20.90/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 15.60 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 \$251.00 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				24%		
	2				44%		
	3				20%		
	4				12%		

- 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, 2010.

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#### Sale Specific Conditions & Requirements

Sale Name: Ewalt Birch Sale Number: 41-025-08-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-4, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except paper birch trees marked with GREEN paint above and below stump height, and unmarked red and white pine trees. Red and white pine trees marked in orange paint are to be cut. Reserve trees identified in accordance with 2.1.12 Reserve trees within leave tree marked unit boundaries are not Included Timber and are to be protected.

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

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

#### 2.2 - Utilization

# 2.2.3 - Stump heights (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.

#### 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.

#### 4 - Transportation

#### 4.1 - Construction

#### Sale Name: Ewalt Birch Sale Number: 41-025-08-01

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. This will require eliminating the wheel tracks and evidence of the road by dragging it with a disc or similar equipment and reseeding the road to perennial rye grass. In addition, earthen berms may be required at strategic locations determined by the sale administrator. Contact the sale administrator for specific details of design and placement.

#### 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. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

# 4.2.5 - Two wheel drive condition (2/04)

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

# 5 - Operations

# 5.1 - Notification

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

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

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

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

# 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.1.2 - Slash Removal

#### 5.2.1.2.1 - Slash removal (12/04)

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

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

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in

#### Sale Name: Ewalt Birch Sale Number: 41-025-08-01

piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

# 5.2.2 - 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.

# 5.2.32 - Decking/landing restoration (2/04)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to insure the proper regeneration of the stand.

# 5.2.37 - No decking areas (10/04)

No decking is allowed within 50 feet of the Adams Trail, Co Rd 637, without permission of the Alger County Road Commission and Unit Manager or representative.

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

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

# 360 JACK PINE (028-08-01)

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*	AP	PRAISED PRICE
PULPWOOD			
B. SPRUCE	295.00 CORDS	\$	15.85/CORD
JACK PINE	554.00 CORDS	\$	24.40/CORD

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

SPECIES	ESTIMATED VOLUME*	APP	RAISED PRICE
PULPWOOD			
P. BIRCH	25.00 CORDS	\$	15.50/CORD
TAMARACK	76.00 CORDS	\$	7.25/CORD
MIX HARDWD	22.00 CORDS	\$	15.80/CORD

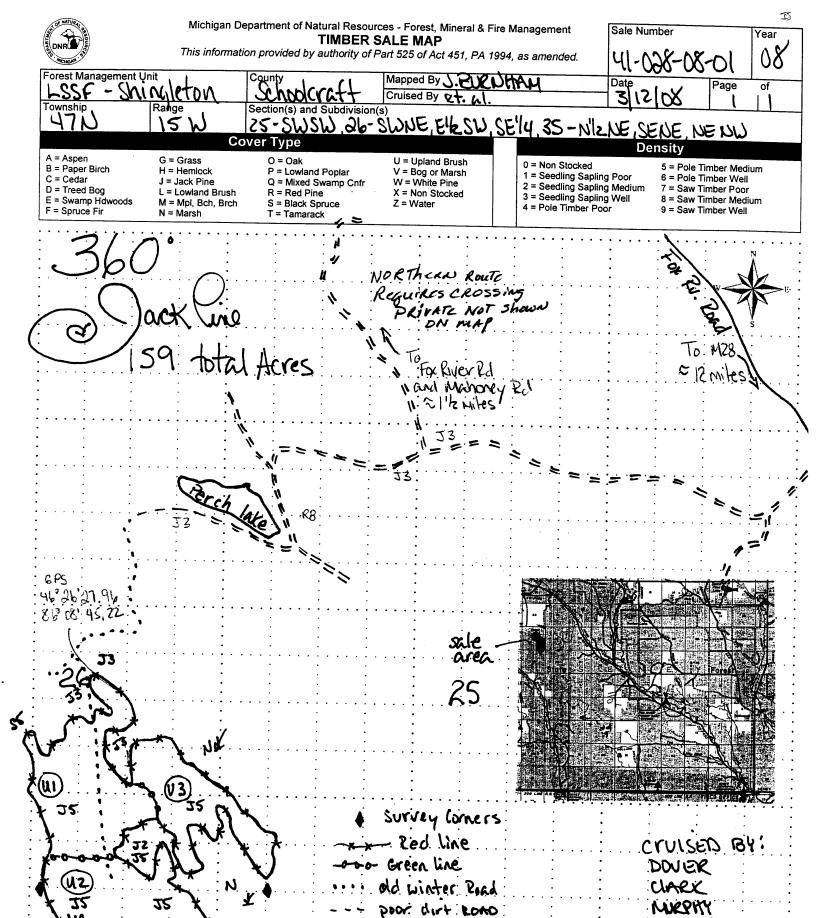
<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 19.38 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$974.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 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				37%		
	2				37%		
	3				26%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2011.



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# Sale Specific Conditions & Requirements

Sale Name: 360 Jack Pine Sale Number: 41-028-08-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (6/05)

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

# 2 - Timber Specifications

#### 2.1 - Included Timber

# 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (5/07)

Within Payment Unit(s) 1-3, cut all trees which meet minimum piece specifications in 2.2 Utilization except white pine, red pine, hemlock, cedar or oak. Leave trees identified in accordance with 2.1.10 - Leave trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

# 2.1.10 - Leave trees (2/04)

DO NOT cut any white pine, red pine, hemlock, cedar or oak.

# 2.2 - Utilization

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

Within Payment Unit(s) 1-3, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

#### 3 - Payments

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidation damages will be assessed at \$300.00 per acre for all acreage within that specified portion of the sale area that was damaged.

#### 4 - Transportation

Sale Name: 360 Jack Pine Sale Number: 41-028-08-01

# 4.1.1 - Stream crossings, general (2/04)

All stream crossing structures will be temporary and therefore, shall be provided by the purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR.

#### 4.1.5 - Culverts (5/04)

Roads may require the installation of culverts at cross drainages on wet soils, or across natural drainage-ways. Culverts shall be placed in locations specified by the sale administrator and shall be new, corrugated metal, minimum sized as appropriate for crossing. Culverts shall be installed prior to use of the road. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

# 4.1.6 - Road construction (6/07)

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

# 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. 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.

#### 4.4 - Access

# 4.4.1 - Private property access (8/04)

Permission for access across private land is the responsibility of the purchaser. The northern route as shown on the sale map does cross private after the road leaves the map. Permission must be granted from the private land owner prior to beginning sale operations. 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 (2/08)

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

#### Sale Name: 360 Jack Pine Sale Number: 41-028-08-01

#### 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

#### 5.2.1.11 - 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 - Snags

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

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

# 5.2.15 - Bark beetle restriction (2/04)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or their representative, within fifteen days of being severed from the stump. Pine logs, pulpwood piles and treetop piles for chipping that are decked in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this option if the risk of damage warrants.

#### 5.2.22 - Operating Caution

# 5.2.22.1 - Operating caution (12/04)

It is recommended, but not required, that within Payment Unit(s) 1-3, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. This restriction is because of the marsh areas in and around the sale.

# 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 (8/07)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 20 inches or greater in depth and 50 feet in length. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 20 inches or greater in depth and 50 feet in length. The Unit Manager or their representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and/or the risk of rutting has decreased.

Sale Name: 360 Jack Pine Sale Number: 41-028-08-01

# 5.8 - Protection of Habitat of Endangered Species

5.8.5 - Protection of raptor nests (9/05)

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

# BLUE FOX (033-08-01)

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		
N.W. CEDAR	311.00 CORDS	\$ 16.40/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
P. BIRCH	20.00 CORDS	\$ 17.00/CORD
BALSAM FIR	4.00 CORDS	\$ 4.85/CORD
B. SPRUCE	35.00 CORDS	\$ 14.35/CORD
MIX HARDWD	20.00 CORDS	\$ 15.85/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 27.59 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 \$314.00 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 remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2010.



# 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.

 Sale Number
 Year

 41-033-08-01
 2008

Forest Management Unit County Date Mapped By R. Tylka Page of Shingleton Schoolcraft 3/18/08 Cruised By R. Tylka 1 Township Range Section(s) and Subdivision(s) Scale: |...4''.....| = 1 mile T45N R13W 14 - SESW, SWSE Cover Type Density A = Aspen G = Grass O = Oak U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch H = Hemlock 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well P = Lowland Poplar V = Bog or Marsh 6 = Pole Timber Well C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 7 = Saw Timber Poor D = Treed Bog L = Lowland Brush R = Red Pine X = Non Stocked 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 HIGHWAY M-77 APPROX.1/2 LAT 46° 17' 17 120" N. LONG 85054 01620"W SENEY MOODS ROAD PROPOSED WOODS ROAD (SALE ACCESS) PAYMENT UNIT # 14 SEICTION #

# Sale Specific Conditions & Requirements

Sale Name: Blue Fox Sale Number: 41-033-08-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by red paint. Do not cut painted boundary trees.

# 2 - Timber Specifications

#### 2.1 - Included Timber

# 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (5/07)

Within Payment Unit(s) 1, cut all trees which meet minimum piece specifications in 2.2 Utilization except hemlock, red & white pine and yellow birch. Reserve trees identified in accordance with 2.1.12 - Reserve trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

# 2.1.12 - Reserve trees (2/04)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are all hemlock, red & white pine and yellow birch. 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 \$50.00 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

# 4.1.4 - Timber removed for construction (2/04)

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

# 4.1.5 - Culverts (5/04)

Roads may require the installation of culverts at cross drainages on wet soils, or across natural drainage-ways. Culverts shall be placed in locations specified by the sale administrator and shall be new, corrugated metal, minimum sized as appropriate for the crossing. Culverts shall be installed prior to use of the road. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

# Sale Name: Blue Fox Sale Number: 41-033-08-01

# 4.1.6 - Road construction (6/07)

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

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

# 4.2.1 - Hauling restriction (3/07)

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

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the purchaser. A copy of the written permission from the private landowner must be given to the Unit Manager prior to the beginning of operations. 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 (2/08)

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

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

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

# 5.2 - Conduct of Operations

# 5.2.1 - Slash

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

#### Sale Name: Blue Fox Sale Number: 41-033-08-01

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

#### 5.2.2 - 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.

#### 5.2.38 - 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 (8/07)

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

# 5.8 - Protection of Habitat of Endangered Species

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

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

SPECIES

# SHINGLETON MANAGEMENT UNIT SHINGLETON

ESTIMATED VOLUME\* = VALUE

# EWALT BIRCH (025-08-01) T48N, R15W, SEC. 16, NESE.

T48N, R15W, SEC. 21, E1/2SW, W1/2SE, SESE.

#### ALGER COUNTY

In response to the notice of sale to be held 10:00 a.m. on December 09, 2008, 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.

BID PRICE

APPRAISED PRICE

PULPWOOD						
			_			
P. BIRCH	\$	15.54/CORD	\$	K 198.00	CORDS	= \$
MIX HARDWD	\$	15.68/CORD	\$	K 57.00	CORDS	= \$
				SUBTOTAL	<b>ւ</b> 1	\$
						•
In addition, the	successful	bidder agrees	to purchase th	ne following	z speci	es at the
appraised price:		•	•		,	
_						
SPECIES	APPR	AISED PRICE	ESTIMATE	D VOLUME*	τ	ALUE
SAWLOGS					· ·	111011
P. BIRCH	\$	107.80/MBF	1.6	0 MBF	= \$	172.48
WHITE PINE	\$	65.80/MBF		30 MBF	= \$	184.24
PULPWOOD	·				- +	101.21
BALSAM FIR	\$	10.57/CORD	6.0	0 CORDS	= \$	63.42
W. SPRUCE	\$	14.35/CORD		0 CORDS	= \$	57.40
WHITE PINE	; \$	11.20/CORD		0 CORDS	- \$ = \$	369.60
JACK PINE	\$	20.90/CORD		00 CORDS		
	*	20.30, 0010	10.0	O CORDS	= \$	209.00
				GIIDHOHAT A		
				SUBTOTAL 2	\$	1,056.14
	67	TD=0=1				
	ຣເ	JBTOTAL 1 +	SUBTOTAL 2 =	TOTAL BID	VALUE	\$

\*These volumes are statistically estimated within plus (+) or minus (-) 15.60%. 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	



# 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:	Туре:			
Forest Area:				

	of Act 451 of 1994,	as amended.	dr. 323	i diest Alea.
	VERIFICATION C	F WORKER'S DISABI	LITY COMPENS	ATION ACT COMPLIANCE
•	This verification must be completed a sale contract.	and submitted within 2	1 days of contr	act award and prior to the issuance of the timber
•	In addition, if boxes 2B or 2C are ched days of the contract award and prior t	cked, then Notice of E to the issuance of the	xclusion or Cer timber sale con	tificate of Insurance must be submitted within 21 tract.
•	All Information must be typed or print	ed except for written s	signatures.	
Plea	ase Check Appropriate Categories:			
1.	My business is organized as (you must of A. Sole Proprietorship (individual)  B. Partnership	check <u>one</u> of the boxes	below):	
	C. Corporation			
2.	You <b>must</b> check <u>one</u> of the boxes below A.   I certify that my business is a so Worker's Compensation Laws.		has no employ	ees but the sole proprietor. I am not subject to the
	Notice of Exclusion (BWC-337, I award. (For questions or a copy	Rev. 5/96). I will provion of the BWC-337, please	de a copy of the call the Worker	Compensation Act through the use of an approved a Notice of Exclusion within 21 days of the contract s's Compensation Bureau at 517-322-1195).  Provide an original Certificate of Insurance within 21
3.	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>bot</b> lenter "0").	h full and part time employees other than yourself
	Full Tim	e Employees		Part Time Employees
Nam	e of Business		Fodoral ID (or) S	ocial Security No.
			redetal ID (01) Si	ocial Security No.
Addr	ess		Telephone No.	
City		State		Zip + 4
ove	eby certify that the above information is tr rage during any of my present and future gnature of Owner or Authorized Represe	operations.	to notify the DN	IR of any changes that occur in factors affecting my
Ti	tle		Date	

# SHINGLETON MANAGEMENT UNIT SHINGLETON

# 360 JACK PINE (028-08-01) T47N, R15W, SEC. 25, SWSW.

T47N, R15W, SEC. 26, SWNE, E1/2SW, SE1/4.
T47N, R15W, SEC. 35, N1/2NE, SENE, NENW.
SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on December 09, 2008, 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.

	APPRAISED PRIC	E BID PRICE ESTIMATED VOLUME* = VALUE
PULPWOOD		
B. SPRUCE	\$ 15.85/CORD	
JACK PINE	\$ 24.40/CORD	\$X 554.00 CORDS = \$
		SUBTOTAL 1 \$
In addition, the su	ccessful bidder agre	es to purchase the following species at the
appraised price:		
SPECIES	APPRAISED PRICE	ESTIMATED VOLUME* VALUE
PULPWOOD		
P. BIRCH	\$ 15.50/CORD	25.00 CORDS = \$ 387.50
TAMARACK	\$ 7.25/CORD	76.00  CORDS = \$551.00
MIX HARDWD	\$ 15.80/CORD	22.00  CORDS = \$347.60
		SUBTOTAL 2 \$ 1,286.10
	SUBTOTAL 1 +	SUBTOTAL 2 = TOTAL BID VALUE \$
estimated volumes	are final and not sub	ted within plus (+) or minus (-) 19.38%. These pject to adjustment. Prospective bidders are user own estimates of quantity and quality.
will be the basis t must be bid or the	o determine total bid bid form may be reject will be based upon n	e rejected, and that the individual unit bid pr d value. All bids must be signed and all bid i cted. I also understand that consideration and my past performance and ability to complete the wer subject to my control.
contract based upon		

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:			

T	itle		Date	·	
- -	ignature of Owner of Authorized Represer	nauve			_
OV6	reby certify that the above information is treage during any of my present and future	operations.		irk of any changes that occ	ur in factors affecting my
he	raby cartify that the above information is to	State	to notify the DA	Zip + 4	ur in factors affecting my
_	ress		Telephone No.		
	ne of Business		Federal ID (or) S	ocial Security No.	
	Full Time	e Employees		Part T	ime Employees
3.	<ul> <li>C.  I certify that my business has a days of the contract award.</li> <li>If you have checked item 2(A) or 2(B), including family members and active part</li> </ul>	you <b>must</b> indicate the	number of bot	•	
	<ul> <li>B.          I certify that my business has say Notice of Exclusion (BWC-337, Faward. (For questions or a copy of award.)     </li> </ul>	Rev. 5/96). I will provid	de a copy of the	Notice of Exclusion within	n 21 days of the contract
	A.  I certify that my business is a so Worker's Compensation Laws.				•
2.	You must check one of the boxes below:				
1.	My business is organized as (you must of A. Sole Proprietorship (individual)  B. Partnership  C. Corporation	theck <u>one</u> of the boxes	below):		
Ple	ase Check Appropriate Categories:				
•	All Information must be typed or printe	ed except for written s	ignatures.		
•	In addition, if boxes 2B or 2C are checdays of the contract award and prior to				t be submitted within 21
•	This verification must be completed a sale contract.	nd submitted within 2	1 days of contr	act award and prior to the	e issuance of the timber
	VERIFICATION O	F WORKER'S DISABIL	ITY COMPENS	ATION ACT COMPLIANC	E
	As required by Act 317, P.A. 1969 (Work of Act 451 of 1994,		art 525	Forest Area:	
		COMPLIANCE	i		

# SHINGLETON MANAGEMENT UNIT SHINGLETON

# T45N, R13W, SEC. 14, SWSE, SESW. SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on December 09, 2008, 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 VOL	UME* = VALUE
PULPWOOD				
N.W. CEDAR	\$ 16.40/CORD	\$X	311.00 CORDS	= \$
			SUBTOTAL 1	\$
In addition, the sucappraised price:	ccessful bidder agrees	to purchase the	following spec	ies at the
SPECIES	APPRAISED PRICE	ESTIMATED '	VOLUME*	VALUE
PULPWOOD				
P. BIRCH	\$ 17.00/CORD	20.00	CORDS = \$	340.00
BALSAM FIR	\$ 4.85/CORD	4.00	CORDS = \$	19.40
B. SPRUCE	\$ 14.35/CORD	35.00	CORDS = \$	502.25
MIX HARDWD	\$ 15.85/CORD	20.00	CORDS = \$	317.00
		su	BTOTAL 2 \$_	1,178.65
	SUBTOTAL 1 +	SUBTOTAL 2 = T	OTAL BID VALUE	\$
estimated volumes a	statistically estimated are final and not subject aber and to make their —	ect to adjustment	. Prospective	bidders are urged
will be the basis to must be bid or the b awarding a contract	ny or all bids may be and determine total bid word form may be rejected will be based upon my equipment and manpower	value. All bids : ed. I also unders past performance	must be signed tand that cons and ability to	and all bid items ideration and
(bidder's	printed name)	(bidder's si	gnature)	
Address/Telephone	<b>a</b>			

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:			

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 timing sale contract.  In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 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:  My business is organized as (you must 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 sole proprietorship and it has no employees but the sole proprietor. I am not subject to 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 approv Notice of Exclusion (BWC-337, Rev. 6/96). I will provide a copy of the Notice of Exclusion methin 21 days of the contra award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C. Cretify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within days of the contract award.  If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than your including family members and active partners (if none, you must enter "0").  Full Time Employees  Part Time Employees  Telephone No.  Federal ID (or) Social Security No.	
sale contract.  In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 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 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 approm Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contra 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 days of the contract award.  3. If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than your including family members and active partners (if none, you must enter "0").  Full Time Employees  Part Time Employees  Vame of Business  Federal ID (or) Social Security No.  Telephone No.  ( )	
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Please Check Appropriate Categories:  1. My business is organized as (you must check one of the boxes below):  A.	•
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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 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 approving Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contraward. (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 days of the contract award.  3. If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than your including family members and active partners (if none, you must enter "0").  Full Time Employees  Part Time Employees  Part Time Employees  Telephone No.  Telephone No.  Telephone No.	Ple
A.	1.
Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contraward. (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 days of the contract award.  3. If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than your including family members and active partners (if none, you must enter "0").  Full Time Employees  Federal ID (or) Social Security No.  Telephone No.  ( )	2.
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.  Telephone No.  ( )	
Name of Business  Federal ID (or) Social Security No.  Telephone No.  ( )	3.
Address Telephone No. ( )	
( )	Nam
City State Zip + 4	Addı
	City
hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting to coverage during any of my present and future operations.  Signature of Owner or Authorized Representative	
Title Date	