

# 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:

HICKEY COUNTRY PINE / T44N, R15W, SEC. 29, NW1/4,E1/2SW,SWSW,NWSE.
T44N, R15W, SEC. 30, SESE.
T44N, R15W, SEC. 32, NWNW,SENW,S1/2SW,SWSE,NWSW.
SCHOOLCRAFT COUNTY (Appr. \$92,915.90)

LOTS A LINE PINE / T44N, R15W, SEC. 20, E1/2NE.

T44N, R15W, SEC. 21, NW1/4,N1/2NE,SWNE,NESW,NWSE.

SCHOOLCRAFT COUNTY (Appr. \$65,736.20)

THE SMOKING GUN / T42N, R16W, SEC. 04, E1/2NW.

T43N, R16W, SEC. 28, W1/2SW, SESW. SEC 33 NW1/4, SESW.

T43N, R16W, SEC. 32, SE1/4, SWNE, NENE.

SCHOOLCRAFT COUNTY (Appr. \$69,247.25)

SALE DATE AND TIME: 10:00 a.m. on December 22, 2008.

SHINGLETON

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

- 1. <u>Bid Location, Date, 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 22, 2008. For further information concerning this sale, contact the Unit Manager at 906-452-6227.
- 2. <u>Bidder's Qualifications</u>: 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. <u>Preparation of Sealed Bids:</u> 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. <u>Submission of Sealed Bids</u>: 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. Timber Sale Contract: Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at <a href="https://www.michigan.gov/dnr">www.michigan.gov/dnr</a>. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection: Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

11. Certification and Chain-of-Custody: Unless otherwise indicated in the contract under section 7 - Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

REBECCA A. HUMPHRIES Director

#### HICKEY COUNTRY PINE (005-08-01)

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
SAWLOGS		
RED PINE	349.50 MBF	\$ 149.00/MBF
PULPWOOD		
RED PINE	601.00 CORDS	\$ 31.85/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
WHITE PINE	81.10 MBF	\$ 64.00/MBF
PULPWOOD		
P. BIRCH	16.00 CORDS	\$ 21.50/CORD
W. SPRUCE	3.00 CORDS	\$ 14.15/CORD
B. SPRUCE	84.00 CORDS	\$ 18.10/CORD
WHITE PINE	323.00 CORDS	\$ 11.00/CORD
JACK PINE	283.00 CORDS	\$ 27.90/CORD
MIX ASPEN	109.00 CORDS	\$ 21.40/CORD
MIX HARDWD	41.00 CORDS	\$ 20.00/CORD

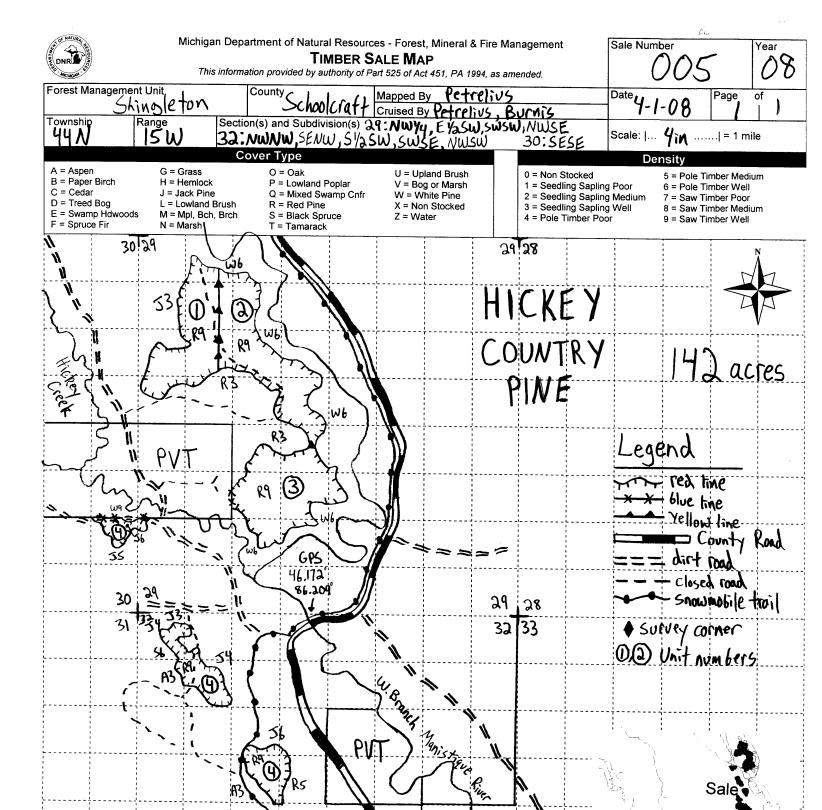
<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.80 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$4,646.00 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:

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PAYMENT	UNIT NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1			13%		
	2			25%		
	3			19%		
	4			17%		
	5			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.



M94

Smith Lake

PR 4030-1b (Rev. 05/24/2007)

#### Sale Specific Conditions & Requirements

Sale Name: Hickey Country Pine Sale Number: 41-005-08-01

#### 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 blue, red, and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut painted boundary line trees unless also marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-5, red and white pine are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. All other species except oak and hemlock which meet minimum piece specifications in 2.2 Utilization are designated for cutting.

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

Note that within Units 1 and 2 a wildfire occurred in 1981. While there is not pronounced evidence of char present on the trees, there is the possibility that charring could have occurred.

#### 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 hemlock and oak. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 3 - Payments

# 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1-5 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

### 3.4 - Damaged Timber

Section Name: Sale Specific

#### Sale Name: Hickey Country Pine Sale Number: 41-005-08-01

#### 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, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged 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 (2/04)

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

# 4.1.6 - Road construction (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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.4 - Access

#### Sale Name: Hickey Country Pine Sale Number: 41-005-08-01

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

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

# **5.2.3 - Operating Restrictions**

# 5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) 1-4, unless changed by written agreement, cutting, skidding, and hauling are limited to snow free conditions. Generally this period is between May 1 and December 1. This restriction is to insure mineral soil is exposed with harvesting operations for regeneration.

Sale Name: Hickey Country Pine Sale Number: 41-005-08-01

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.3 - Dead and down creation, dead trees (6/07)

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

## 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) 5, cutting, skidding, and hauling occur during frozen winter conditions. This restriction is because of wet road and stand conditions in some areas.

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

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

#### 5.2.41 - Snowmobile trail protection (4/07)

Trail 2 is a snowmobile trail and is shown on the Timber Sale Map. If the trail is used, it must be maintained throughout the sale and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. Maintain a foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. Within Unit 5, during the period of December 1 to April 1, the snowmobile trail may only be crossed at right angles.

#### 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.

#### LOTS A LINE PINE (019-08-01)

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		
B. SPRUCE	940.00 CORDS	\$ 17.10/CORD
JACK PINE	1548.00 CORDS	\$ 30.60/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		-
WHITE PINE	3.50 MBF	\$ 63.00/MBF
RED PINE	5.80 MBF	\$ 147.00/MBF
PULPWOOD		
P. BIRCH	1.00 CORDS	\$ 20.30/CORD
BALSAM FIR	1.00 CORDS	\$ 5.75/CORD
TAMARACK	36.00 CORDS	\$ 10.00/CORD
WHITE PINE	6.00 CORDS	\$ 12.10/CORD
RED PINE	13.00 CORDS	\$ 34.95/CORD
MIX HARDWD	14.00 CORDS	\$ 21.95/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 12.71 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 \$3,287.00 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				18%		
	2				21%		
	3				12%		
	4				18%		
	5				11%		
	6				16%		
	7				04%		

- 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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# 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 41-19 Year 08

Forest Management Unit Date Page County Mapped By B. Burnham of 4/9/2008 Shingleton Schoolcraft 1 Burnis Cruised By B. Burnham, Township Range Section(s) and Subdivision(s) Scale: |...4 inches......| = 1 mile 44N 15W

20 E1/2NE; 21 NW1/4,N1/2NE,SWNE,NESW,NWSE **Density** 

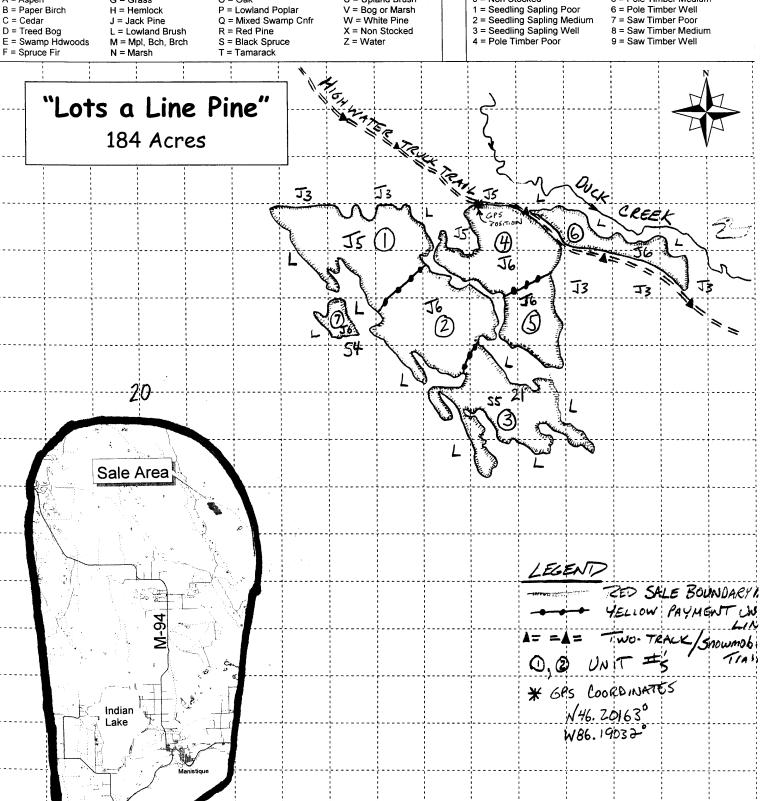
Cover Type A = Aspen G = Grass

Indian

B = Paper Birch H = Hemlock C = Cedar J = Jack Pine O = Oak P = Lowland Poplar U = Upland Brush

0 = Non Stocked

5 = Pole Timber Medium



#### Sale Specific Conditions & Requirements

Sale Name: Lots A Line Pine Sale Number: 41-019-08-01

#### 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 yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut painted boundary line trees. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-5 and 7, cut all trees which meet minimum piece specifications in 2.2 Utilization except red pine, white pine, hemlock and oak. EXCEPTION, within Unit 7 red pine and white pine can be cut. Reserve trees identified in accordance with 2.1.12 - Reserve trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 6 red and white pine are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all other species except hemlock and oak.

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

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are oak and hemlock. 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. This is in order to facilitate regeneration operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

# 2.2.9 - No chipping permitted (4/08)

Within Payment Unit(s) 1-7. No chipping is permitted.

#### 3 - Payments

### 3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1, 2 and 4 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

#### 4 - Transportation

#### 4.1 - Construction

## 4.1.3 - 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 (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 (3/08)

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. Culverts will be 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.

#### 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. Stumps and brush must be placed along the remainder of the trail. 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.

### 4.2 - 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.

#### 4.2.4 - Grading (5/08)

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

# 5 - Operations

#### 5.1 - Notification

# 5.1.1 - Pre-sale conference (2/08)

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

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - 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 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.

# 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) 4 and 6, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 1 to March 31. This restriction is to prevent conflicts with the snowmobile trail. This condition can be waived by the Unit Manager if wet summer conditions prevent

operations.

#### 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.

## 5.2.15 - 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, 5 & 7, cutting, skidding, and hauling occur during dry summer conditions. This restriction is to prevent conflicts between logging trucks and snowmobilers.

#### 5.2.30 - Landing/road top soil protection (5/04)

Top soil at landings and new roads must be stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed over the area to be re-vegetated.

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

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

#### 5.2.41 - Snowmobile trail protection (4/07)

The Highwater Truck Trail is a snowmobile trail and is shown on the Timber Sale Map. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 5 feet of the trail must have the stumps removed and be disposed of according to the direction of the Unit Manager or their representative.

#### 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.

	4		

#### THE SMOKING GUN (038-08-01)

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 PRIC		
SAWLOGS				
RED PINE	64.80 MBF	\$ 155.00/MBF		
PULPWOOD				
B. SPRUCE	1005.00 CORDS	\$ 17.35/CORD		
JACK PINE	1131.00 CORDS	\$ 25.60/CORD		

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

SPECIES	ESTIMATED VOLU	ME* AP	PRAISED PRICE
SAWLOGS			
WHITE PINE	72.30 MBF	\$	59.00/MBF
PULPWOOD			
RED MAPLE	127.00 COR	DS \$	8.80/CORD
P. BIRCH	25.00 COR	DS \$	19.70/CORD
BALSAM FIR	55.00 COR	DS \$	5.60/CORD
N.W. CEDAR	69.00 COR	DS \$	19.00/CORD
TAMARACK	14.00 COR	DS \$	8.35/CORD
WHITE PINE	208.00 COR	DS \$	10.10/CORD
RED PINE	80.00 COR	DS \$	29.20/CORD
MIX ASPEN	39.00 COR	DS \$	19.60/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.30 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 \$3,462.00 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				13%		
	2				16%		
	3				21%		
	4				09%		
	5				22%		
	6				109-		

- 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.

# DNR

Michigan Department of Natural Resources - Forest Management Division

TIMBER SALE MAP

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

Sale No Year Sale Type

Date: State Forest and Forest Management Unit: Mapped By: 04/10/03 C. Stevers Shingleton Unit L55F -Range Subdivision Township Section(s) NENE 14NW 4 mile 43N/42N 16W 28,32 Scale: 1 inch = SWNE NENW Density Cover Type V = Bog or Marsh W = White Pine 1 = Non Stocked 7 = Saw Timber Poor H = Hemlock P = Lowland Poplar A = Aspen 2 = Seedling Sapling Poor 3 = Seedling Sapling Well 8 = Saw Timber Medium Q = Mixed Swamp Cnfr B = Paper Birch J = Jack Pine 9 = Saw Timber Well R = Red Pine X = Non Stocked C = Cedar L = Lowland Brush 4 = Pole Timber Poor Z = Water E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce 5 = Pole Timber Medium 6 = Pole Timber Well N = Marsh T = Tamarack F = Spruce Fir O = Oak U = Upland Brush G = Grass The Snoking Guw 186 acres Schoolcraff Co. approx. 11 CREEK K8 118 Sale Bourday (112) GPS 33 M-94 Rock Weir 13 Placement LOCATION Hyland Rd weirs Sale Area

#### Sale Specific Conditions & Requirements

Sale Name: The Smoking Gun Sale Number: 41-038-08-01

#### 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 blue, red and green paint. Sale lines against private property are marked with blue paint. Exterior boundary lines against state are marked with red paint. Red paint is also used as an interior unit line between units 1 and 2. All other interior payment boundaries are marked with green paint. Do not cut painted boundary lines trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 4, red pine and white pine are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. All other species except oak and hemlock are designated for cutting which meet minimum piece specification in 2.2 Utilization.

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

Within Payment Unit(s) 2, 3, 5, & 6, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except oak, hemlock and all trees marked with green paint above and below stump height. 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 oak and hemlock. 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 Payment Unit(s) 2, 3, 5, & 6 shall not exceed 8 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 12 inches DBH. This is in order to facilitate regeneration operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

# 2.2.9 - No chipping permitted (4/08)

Within Payment Unit(s) 1-6 all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1-3, 5 and 6 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

# 4 - Transportation

#### 4.1 - Construction

# 4.1.3 - 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 (2/04)

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

#### 4.1.6 - Road construction (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. If a new road needs to be built around the private land in Section 33 this spec will not apply to that road. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

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

The following road work is required: As indicated on the attached timber sale map the purchaser is responsible for placing 2 rock weirs. This work will involve excavating the marsh crossing and placing 25 yards of 4-6" angular rock over the top of geo-textile fabric at each crossing. The excavation will entail digging the crossing out below the grade of the marsh enough so that when the rock is placed it will not inhibit sheet flow within the marsh. All work and materials are at the purchasers expense and the crossings will remain after the sale is complete. In addition, a new road may need to be built around the private land in Section 33, refer to Spec 4.4.1.

#### 4.1.10 - Oversight (2/04)

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

#### 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.

#### 4.2.4 - Grading (2/04)

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

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. Permission to cross private land must include access for DNR representatives to inspect the sale at any time. If access across private land is denied the purchaser will need to build a road around the private land. This new road will be located on an upland ridge in Section 33 as indicated on the Timbersale Map.

# 5 - Operations

# 5.1 - Notification

#### 5.1.1 - Pre-sale conference (2/08)

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

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

# 5.2.1.1 - 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

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

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

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

#### 5.2.2 - Snags

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

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

# 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) 1 & 4-6, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 1 to March 31. This restriction is to prevent conflicts with the snowmobile trail.

#### 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.

#### 5.2.15 - 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.

#### 5.2.32 - 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.

# 5.2.41 - Snowmobile trail protection (4/07)

The Haywire Grade is a snowmobile trail and is shown on the Timber Sale Map. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail.

#### 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.

#### 5.4.6 - Wet area protection (9/05)

No harvesting operations, including skidding and felling, are to take place within lowland brush areas within or adjacent to Units 5 and 6. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

#### 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.

## HICKEY COUNTRY PINE (005-08-01)

T44N, R15W, SEC. 29, NW1/4, E1/2SW, SWSW, NWSE.

T44N, R15W, SEC. 30, SESE.

T44N, R15W, SEC. 32, NWNW, SENW, S1/2SW, SWSE, NWSW. SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on December 22, 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 SAWLOGS	API	PRAISED PRICE	BID P	RICE	ESTIMATED VOLUME	* = VALUE
RED PINE PULPWOOD	\$	149.00/MBF	\$	x	349.50 MBF	= \$
RED PINE	\$	31.85/CORD	\$	x	601.00 CORDS	= \$
					SUBTOTAL 1 \$_	
In addition the g	uccessful	hidder serees	to		£-11	

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

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAWLOGS			
WHITE PINE	\$ 64.00/MBF	81.10 MBF	= \$ 5,190.40
PULPWOOD			
P. BIRCH	\$ 21.50/CORD	16.00 CORDS	= \$ 344.00
W. SPRUCE	\$ 14.15/CORD	3.00 CORDS	= \$ 42.45
B. SPRUCE	\$ 18.10/CORD	84.00 CORDS	= \$ 1,520.40
WHITE PINE	\$ 11.00/CORD	323.00 CORDS	= \$ 3,553.00
JACK PINE	\$ 27.90/CORD	283.00 CORDS	= \$ 7,895.70
MIX ASPEN	\$ 21.40/CORD	109.00 CORDS	= \$ 2,332.60
MIX HARDWD	\$ 20.00/CORD	41.00 CORDS	= \$ 820.00
		SUBTOTAL 2	\$_21,698.55
	SUBTOTAL 1 + SUBTO	TAL 2 = TOTAL BID	VALUE \$

<sup>\*</sup>These volumes are statistically estimated within plus (+) or minus (-) 11.80%. 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

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

COMPENSATION ACT COMPLIAN	NCE		,				
As required by Act 317, P.A. 1969 (Worker's Compensation of Act 451 of 1994, as amended.	n) and Part 525	Forest Area:					
VERIFICATION OF WORKER'S D	SABILITY COMPE	NSATION ACT COMPLI	ANCE				
This verification must be completed and submitted w sale contract.	vithin 21 days of co	ntract award and prior t	to the issuance of the timber				
<ul> <li>In addition, if boxes 2B or 2C are checked, then Notice days of the contract award and prior to the issuance</li> </ul>	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 w	ritten signatures.						
Please Check Appropriate Categories:							
1. My business is organized as (you must check one of the A. Sole Proprietorship (individual)  B. Partnership  C. Corporation	boxes below):						
2. You <b>must</b> check <u>one</u> of the boxes below:							
A. I certify that my business is a sole proprietorship Worker's Compensation Laws.	and it has no empl	oyees but the sole propr	rietor. I am not subject to the				
<ul> <li>B.</li></ul>	I provide a copy of please call the Worlensation Policy. I wi	the Notice of Exclusion weer's Compensation Bure	within 21 days of the contract eau at 517-322-1195). rtificate of Insurance within 21				
including family members and active partners (if none, you Full Time Employees	u must enter "0").		art Time Employees				
			• •				
Name of Business	Federal ID (or)	Social Security No.					
Address	Telephone No.						
City State		Zip + 4	<del></del>				
hereby certify that the above information is true and correct. I coverage during any of my present and future operations.  Signature of Owner or Authorized Representative	agree to notify the D	NR of any changes that	occur in factors affecting my				
Title	Da	te					

# LOTS A LINE PINE (019-08-01) T44N, R15W, SEC. 20, E1/2NE.

T44N, R15W, SEC. 21, NW1/4,N1/2NE,SWNE,NESW,NWSE. SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on December 22, 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 PULPWOOD	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME* = VALUE
B. SPRUCE JACK PINE	\$ 17.10/CORD \$ 30.60/CORD	\$x \$x	940.00 CORDS = \$ 1548.00 CORDS = \$
			SUBTOTAL 1 \$

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

SPECIES	APPR	AISED PRICE	ESTIMATED	VOLUME*			VALUE
SAWLOGS						•	
WHITE PINE	\$	63.00/MBF	3.50	MBF	=	\$	220.50
RED PINE	\$	147.00/MBF	5.80	MBF	=	\$	852.60
PULPWOOD						•	
P. BIRCH	\$	20.30/CORD	1.00	CORDS	=	\$	20.30
BALSAM FIR	\$	5.75/CORD	1.00	CORDS	=	\$	5.75
TAMARACK	\$	10.00/CORD	36.00	CORDS	=	\$	360.00
WHITE PINE	\$	12.10/CORD	6.00	CORDS	=	\$	72.60
RED PINE	\$	34.95/CORD	13.00	CORDS	=	\$	454.35
MIX HARDWD	\$	21.95/CORD	14.00	CORDS	=	\$	307.30
			st	JBTOTAL 2		\$_	2,293.40

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$

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	

<sup>\*</sup>These volumes are statistically estimated within plus (+) or minus (-) 12.71%. 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.



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

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

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

	As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.					
	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.					
-lε	ase Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation					
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>					
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full and part time employees other than yourself including family members and active partners (if none, you must enter "0").					
	Full Time Employees Part Time Employees					
lan	ne of Business Federal ID (or) Social Security No.					
.dd	Telephone No.					
ity	State Zip + 4					
OV:	reby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my erage during any of my present and future operations.					
T	itle Date					

# THE SMOKING GUN (038-08-01) T42N, R16W, SEC. 04, E1/2NW.

T43N, R16W, SEC. 28, W1/2SW, SESW. SEC 33 NW1/4, SESW.
T43N, R16W, SEC. 32, SE1/4, SWNE, NENE.
SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on December 22, 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 VOLUME*	= VALUE
SAWLOGS				
RED PINE	\$ 155.00/MBF	\$X	64.80 MBF	= \$
PULPWOOD				
B. SPRUCE	\$ 17.35/CORD	\$ X	1005.00 CORDS	= \$
JACK PINE	\$ 25.60/CORD	\$x	1131.00 CORDS	= \$
			SUBTOTAL 1 \$	

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

SPECIES	APPRAISED PRICE		ESTIMATED	VOLUME*	VALUE		
SAWLOGS							
WHITE PINE	\$	59.00/MBF	72.30	MBF	=	\$	4,265.70
PULPWOOD							
RED MAPLE	\$	8.80/CORD	127.00	CORDS	=	\$	1,117.60
P. BIRCH	\$	19.70/CORD	25.00	CORDS	=	\$	492.50
BALSAM FIR	\$	5.60/CORD	55.00	CORDS	=	\$	308.00
N.W. CEDAR	\$	19.00/CORD	69.00	CORDS	=	\$	1,311.00
TAMARACK	\$	8.35/CORD	14.00	CORDS	=	\$	116.90
WHITE PINE	\$	10.10/CORD	208.00	CORDS	=	\$	2,100.80
RED PINE	\$	29.20/CORD	80.00	CORDS	=	\$	2,336.00
MIX ASPEN	\$	19.60/CORD	39.00	CORDS	=	\$	764.40
			st	JBTOTAL 2		\$_	12,812.90

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and manpower subject to my control.

(bidder's printed name)	(bidder's signature)						
Address/Telephone							
THE WINNING BIDDER MICT C	OMDIETE THE BODY ON THE DEVENCE CIDE						

<sup>\*</sup>These volumes are statistically estimated within plus (+) or minus (-) 8.30%. 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.



# 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.	r art 525	rolestA	ilea.				
	VERIFICATION OF WORKER'S DISABI	LITY COMPENS	SATION	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.							
PΙε	lease Check Appropriate Categories:							
1.	My business is organized as (you must check one of the boxes	s below):						
	A. Sole Proprietorship (individual)							
	B. Partnership							
	C. Corporation							
2.	You <b>must</b> check <u>one</u> of the boxes below:							
	A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.							
	B.  I certify that my business has satisfied its obligation to Notice of Exclusion (BWC-337, Rev. 5/96). I will prove award. (For questions or a copy of the BWC-337, pleas	ide a copy of the	e Notice	of Exclusion within 21 days of the contract				
	C.  I certify that my business has a Worker's Compensation days of the contract award.	on Policy. I will	provide a	an original Certificate of Insurance within 21				
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate th including family members and active partners (if none, you must		<b>th</b> full ar	nd part time employees other than yourself				
	Full Time Employees			Part Time Employees				
Nar	ame of Business	Federal ID (or) S	Federal ID (or) Social Security No.					
Adc	ddress	Telephone No.						
		()						
City	ty State			Zip + 4				
l he	nereby certify that the above information is true and correct. I agree	e to notify the DI	NR of an	by changes that occur in factors affecting my				
-	Signature of Owner or Authorized Representative							
_								
	Title	Date						