

#### 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:

> COMP 85 OAK STANDS / T41N, R17W, SEC. 22, W1/2 NE,E1/2NW,SWNW,E1/2 SW. T41N, R17W, SEC. 22, SE1/4. T41N, R17W, SEC. 27, NE1/4,NW1/4,NWSE,NESW. SCHOOLCRAFT COUNTY (Appr. \$101,414.55)

STAR CREEK HARDWOOD / T47N, R17W, SEC. 35, W1/2, W1/2 E1/2. ALGER COUNTY (Appr. \$95,572.40)

SOUTH DRIGGS HARDWOOD / T47N, R15W, SEC. 27, NW1/4 NW1/4. T47N, R15W, SEC. 28, N1/2 NE1/4, SENE. SCHOOLCRAFT COUNTY (Appr. \$28,932.50)

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SALE DATE AND TIME: 10:00 a.m. on April 28, 2009.

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 April 28, 2009. 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 <u>envelope clearly identified</u> 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. <u>Award of Contract</u>: 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 <u>www.michigan.gov/dnr</u>. 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. <u>Disclaimer of Estimates and Bidder's Warranty of Inspection</u>: 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

#### COMP 85 OAK STANDS (015-08-01)

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 OAK	49,80 MBF	\$ 273.00/MBF			
PULPWOOD					
JACK PINE	501.00 CORDS	\$ 32.95/CORD			
MIX ASPEN	2267.00 CORDS	\$ 22.15/CORD			
MIX HARDWD	439.00 CORDS	\$ 24.05/CORD			

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

SPECIES	ESTIMATED VOLUN	<u>Æ*</u> <u>AP</u>	PRAISED PRICE
PULPWOOD			
RED OAK	369.00 CORI	)S \$	22.80/CORD
P. BIRCH	90.00 CORI	)S \$	20.70/CORD
BALSAM FIR	7.00 CORI	)S \$	14.00/CORD
RED PINE	4.00 CORI	)S \$	41.25/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 15.80 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 \$5,070.00 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.
- 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 (	JNIT NUR	(BER	PERC	ENT OF	TOTAL	SALE	VALUE
1	L				09%		
2	2				09%		
3	3				13%		
4	1				12%		
5	5				16%		
6	5				06%		
7	,				03%		
8	3				14%		
<u>e</u>	)				18%		
4. If no cutting	; takes	place, the	10% down	payment	t will	not	be refunded.

5. Operations on the contract issued will terminate on June 30, 2011.



#### Sale Specific Conditions & Requirements

### Sale Name: Comp 85 Oak Stands Sale Number: 41-015-08-01

#### 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 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

2.1.4 - Species designation unit(s) (5/07)

Within Payment Unit(s) 1-9 all trees are designated for cutting which meet minimum piece specifications in 2.2 Utilization except oak, and white pine. Oak trees marked with orange paint above and below stump height are designated for cutting.

#### 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. 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 \$100.00 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 unit 9 shall not exceed 8 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 8 inches DBH. This is in order to facilitate planting operations.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/05)

Payment unit(s) 5 & 9 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

# 4.1.4 - 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. 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.

# 4.4 - Access

# 4.4.4 - Restricted access (10/05)

Permission to cross and or use any of the following R-O-W's is the responsibility of the purchaser before logging activities occur; Enbridge Energy, Great Lakes Gas, American Transmission Company, Edison Sault Electric and Canadian National Railroad.

# 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 discuss all aspects of the sale. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule the conference.

#### Sale Name: Comp 85 Oak Stands Sale Number: 41-015-08-01

# 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

# 5.2.1.2 - 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.

5.2.1.9 - No Slash:pipe/powerline, oil/gas sites (2/04)

All pipelines, power lines, oil or gas storage sites and related access roads are to remain free of slash at all times.

5.2.1.10 - No slash in openings (7/07)

No brush or logging debris is to be left on the maintained wildlife opening. Any damage to the opening shall be repaired according to specifications of the Unit Manager or their representative.

# 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.

# 5.2.4 - 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 tree

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.

# Sale Name: Comp 85 Oak Stands Sale Number: 41-015-08-01

# 5.2.37 - No decking areas (10/04)

No decking is allowed along the pipeline, railroad or powerline without permission of the respective company and the Unit Manager or their representative.

# 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 snowmobile trail 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. The snowmobile trail may not be used for any timber sale activites between December 1 and April 1 without permission from the Unit Manager.

# 5.2.43 - Opening protection (5/04)

No activities are permitted in openings marked on the timber sale map with the letter "G". Any damage to the openings shall be repaired according to specifications 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.

#### STAR CREEK HARDWOOD (030-08-01)

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
SAWLOGS			
SUG. MAPLE	126,00 MBF	\$	555.00/MBF
PULPWOOD			
MIX HARDWD	944.00 CORDS	\$	19.15/CORD

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

ESTIMATED Y	VOLUME*	AP	PRAISED PRICE
8.20	MBF	\$	161.00/MBF
2.10	MBF	\$	199.00/MBF
14.10	mbf	\$	97.00/MBF
1.50	mbf	\$	199.00/MBF
20.00	CORDS	\$	14.00/CORD
13.00	CORDS	\$	20.75/CORD
143.00	CORDS	\$	25.25/CORD
	8.20 2.10 14.10 1.50 20.00 13.00	ESTIMATED VOLUME* 8.20 MBF 2.10 MBF 14.10 MBF 1.50 MBF 20.00 CORDS 13.00 CORDS 143.00 CORDS	8.20 MBF \$ 2.10 MBF \$ 14.10 MBF \$ 1.50 MBF \$ 20.00 CORDS \$ 13.00 CORDS \$

\*The volumes are statistically estimated within plus (+) or minus (-) 19.95 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 \$4,779.00 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	L	PERCENT OF	TOTAL SALE	VALUE
	1			06%	
	2			06%	
	3			04%	
	4			41%	
	5			43%	
4. If no cuttin	ng takes pla	ce, the 10%	down payment	t will not	be refunded.

5. Operations on the contract issued will terminate on December 31, 2011.



#### Sale Specific Conditions & Requirements

# Sale Name: Star Creek Hardwood Sale Number: 41-030-08-01

# 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 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, 2, 4 & 5 all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.4 - Species designation unit(s) (5/07)

Within Payment Unit(s) 3 all trees are designated for cutting which meet minimum piece specifications in 2.2 Utilization, regardless of merchantability. Do not cut any white pine or hemlock.

# 3 - Payments

# 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/05)

Payment unit(s) 4 and 5 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

### 4 - Transportation

#### 4.1 - Construction

#### 4.1.6 - Road construction (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 Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### Sale Name: Star Creek Hardwood Sale Number: 41-030-08-01

# 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 will 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, trucks and off road vehicles. 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.

### 4.2.4 - Grading (5/08)

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

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

# Sale Name: Star Creek Hardwood Sale Number: 41-030-08-01

Within Payment Unit(s) 3, unless changed by written agreement, cutting and skidding are limited to frozen gravel conditions. This restriction is because of rutting potential of soft ground.

### 5.2.3.9 - Beech hauling restriction (9/08)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech bark disease to or through uninfested beech areas from July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR FMFM Forest Health Website.)

# 5.2.12 - Bark slippage restriction (3/07)

Within Payment Unit(s) 1, 2, 4 & 5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

# 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 Sunrise Grade 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 [20] foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. If the trail is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or their representative prior to December 1st. The snowmobile trail may be used for timber sale operations from December 1 to March 31, when working in Payment Unit 3 only. The snowmbile trail can not be used for any sale operations in the other Payment Units from December 1 to March 31. No decking of forest products will be permitted along the snowmobile trail. Access to the sale will be via the Petrel Road, to minimize use of the Sunrise Grade. All stumps within 10 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 (5/08)

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.

# SOUTH DRIGGS HARDWOOD (048-08-01)

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		
SUG. MAPLE	24,30 MBF	\$ 718.00/MBF
RED MAPLE	24.50 MBF	\$ 207.00/MBF
PULPWOOD		
MIX HARDWD	212.00 CORDS	\$ 22.00/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
YEL. BIRCH	1.60 MBF	\$ 243.00/MBF
BLK CHERRY	5.60 MBF	\$ 243.00/MBF

\*These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,447.00 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.
- 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 e	each	o£	the	following	unit	5 mi	ıst b	e made	before	cutting	begins
	in that	unit	:										
	PAYMENT	UNIT	NUME	BER		PE	RCENT	OF	TOTA	L SALE	VALUE		
		1							23	*			
		2							41	*			
		3							36	%			
_	_												

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, 2011.



#### Sale Specific Conditions & Requirements

# Sale Name: South Driggs Hardwood Sale Number: 41-048-08-01

#### 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. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. Do not cut painted boundary line 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, 2 & 3 all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

# 4 - Transportation

#### 4.1 - Construction

#### 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 will 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, trucks and off road vehicles. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

Roads must be graded after the sale is completed. This only applies to the Driggs River Road, and will generally require a road grader or blade truck. The grading equipment to be used must be approved by the Unit Manager or their representative.

#### Sale Name: South Driggs Hardwood Sale Number: 41-048-08-01

### 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

5.2.1.7 - 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

5.2.3.9 - Beech hauling restriction (9/08)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech bark disease to or through uninfested beech areas from July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR FMFM Forest Health Website.)

#### 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

# Sale Name: South Driggs Hardwood Sale Number: 41-048-08-01

# 5.4.1 - Rutting restriction, general (5/08)

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.

# 7 - Other Conditions

# 7.5 - Loss

# 7.5.1 - Deteriorating timber (7/04)

The sale area has received damage from birch bark disease. The purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

COMP 85 OAK STANDS (015-08-01) T41N, R17W, SEC. 22, W1/2 NE,E1/2NW,SWNW,E1/2 SW. T41N, R17W, SEC. 22, SE1/4. T41N, R17W, SEC. 27, NE1/4,NW1/4,NWSE,NESW. SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on April 28, 2009, 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 OAK	\$ 273.00/MBF	\$X	49,80 MBF	≖ \$
PULPWOOD				
JACK PINE	\$ 32.95/CORD	\$x	501.00 CORDS	= \$
MIX ASPEN	\$ 22.15/CORD	\$X	2267.00 CORDS	= \$
MIX HARDWD	\$ 24.05/CORD	\$ <u> </u>	439.00 CORDS	= \$
	,	•		•

SUBTOTAL 1 \$\_\_\_\_\_

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

SPECIES	APPRI	AISED PRICE	ESTIMATED	VOLUME*		VALUE
PULPWOOD						
RED OAK	\$	22.80/CORD	369.00	CORDS	=	\$ 8,413.20
P. BIRCH	\$	20.70/CORD	90.00	CORDS	=	\$ 1,863.00
BALSAM FIR	\$	14.00/CORD	7.00	CORDS	×	\$ 98.00
RED PINE	\$	41.25/CORD	4.00	CORDS	=	\$ 165.00
			S	JBTOTAL 2		\$ 10,539.20

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$\_\_\_\_\_

\*These volumes are statistically estimated within plus (+) or minus (~) 15.80%. 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 \_

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

IMBER SALE         VERIFICATION ACT COMPLIANCE         As required by Ad 377, PA 1880 (Worker's Compensation) and Part S25 of Ad 491 of 1994, as amended.         VERIFICATION 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, than Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract.         • All Information must be completed and submitted within signatures.         Please Check Appropriate Calegories:         1. My business is organized as (you must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual)         B. Departmentip         C. Or contract.         2. You must check <u>ong</u> of the boxes below: A. Sole Proprietorship (individual)         B. Departmentip         C. Or contract.         2. You must check <u>ong</u> of the boxes below: A. Sole Proprietorship (individual)         B. Departmentip         C. Or contract.         2. You must check <u>ong</u> of the boxes below: A. Sole or contract award.         A. In certify that my business has a Worker's Compensation Act through the use of an approved worker's Compensation Lawar.         B. Departmentip         C. Or for thy that my business has a Worker's Compensation Boursu at 517-322-1195).         C. Torify that my busi	A CONTRACTOR	Michigan Department o Forest, Mineral and			FOR I	DEPARTMENT USE ONLY
VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE       Yesr: Type:         As required by Ad 317, PA, 1989 (Kdors' Compensation) and Part 525 of Ad 450 of 1984, as amended.       Forest Ates:         VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE       VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE         In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.       All Information must be typed or printed except for written signatures.         Please Check Appropriate Categories:       Nub business is organized as (you must check one of the boxes below):       A. Soft Propriotorship (Individual)         B. □ Partnership       C. □ Corporation       2. You must check one of the towses below:         A. □ Loerthy that my business is a sofe propriotorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Act through the use of an approved bidder's Compensation Act through the use of an approved bidder's Compensation Bursu at 572.1195).         C. □ Loerthy that my business has a satisfied its obligation to the Worker's Compensation Bursu at 572.1195).         C. □ Loerthy that my business has a satisfied the collect of the Notice of Exclusion within 21 days of the contract award.         3. If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than yourseff including family membons and active partners (I none, you must enter 'U').		TIMBER	SALE		Sale or Permit No	
COMPENSATION ACT COMPLIANCE       Forset Area:         As required by 6417.PA. 1989, (was anonded)       Forset Area:         VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE:       Image: Complexity of the compact 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 links real econtract.         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 Gele Proprietorship (individual)         B. Partnership         C. Corporation         2. You must check ago of the boxes below::         A. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Mote of Exclusion within 21 days of the contract award. (PC quastions on a copy of the WC-337, please call the Worker's Compensation Act through the use of an approved avard. (FOr quastions or a copy of the WC-337, please call the Worker's Compensation Act through the use of the source 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 yourseif including family members and active partners (if none, you must enter '0').				ΓY		
Of Act 451 of 1984, as amended         VERFICATION 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 lissuance 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         2. You must check ong of the boxes below:         A. A. Sole Proprietorship (individual)         B. Partnership         C. Corporation         2. You must check ang of the boxes below:         A. I cortify that my business has a sole proprietorship and it has no employees but the sole proprietor. J am not subject to the Worker's Compensation Act through the use of an approved award, (For questions or a copy of the BWC-337, please call the Worker's Compensation Act through the use of an approved adys of the contract award.         J. cortify that my business has a Worker's Compensation Policy. I will provide a original Certificate of insurance within 21 days of the contract award.         C. I cortify that my business has a Worker's Compensation Policy. I will provide an original Certificate of ins		COMPENSATION A	CT COMPLIANCE		Tear:	iype:
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including family members and active partners (if none, you must enter "0").        Full Time Employees         Name of Business         Address         City         State         I hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.         Signature of Owner or Authorized Representative		C. 🔲 I certify that my business has a				
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#### STAR CREEK HARDWOOD (030-08-01) T47N, R17W, SEC. 35, W1/2, W1/2 E1/2. ALGER COUNTY

In response to the notice of sale to be held 10:00 a.m. on April 28, 2009, 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	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME*	= VALUE
SUG. MAPLE	\$ 555.00/MBF	\$X	126.00 MBF	= \$
PULPWOOD MIX HARDWD	\$ 19.15/CORD	\$x	944.00 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			
RED MAPLE	\$ 161.00/MBF	8.20 MBF	= \$ 1,320.20
YEL. BIRCH	\$ 199.00/MBF	2.10 MBF	= \$ 417.90
BASSWOOD	\$ 97.00/MBF	14.10 MBF	= \$ 1,367.70
BLK CHERRY	\$ 199.00/MBF	1.50 MBF	= \$ 298.50
PULPWOOD			
BASSWOOD	\$ 14.00/CORD	20.00 CORDS	= \$ 280.00
MIX ASPEN	\$ 20.75/CORD	13.00 CORDS	= \$ 269.75
MIX SOFTWD	\$ 25.25/CORD	143.00 CORDS	= \$ 3,610.75
		SUBTOTAL 2	<u>\$ 7,564.80</u>

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$\_\_\_\_

\*These volumes are statistically estimated within plus (+) or minus (~) 19.96%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

(bidder's printed name)

(bidder's signature)

Address/Telephone \_

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



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

# FOR DEPARTMENT USE ONLY

Type:

Sale or Permit No

		•••		
IAN	CE			

Forest Area:

Year:

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. e

Please Check Appropriate Categories:

My business is organized as (you must check one of the boxes below): 1.

- A. Sole Proprietorship (individual)
- B. D Partnership
- C. Corporation

#### 2. You must check one of the boxes below:

- I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the A. [7] Worker's Compensation Laws.
- B. 🗌 I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
- I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 C. 🗖 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 yourself including family members and active partners (if none, you must enter "0").

Full Time Employees

Part Time Employees

Name of Business Address		Federal ID (or	Federal ID (or) Social Security No.		
		Telephone No.			
City	State	I', <u></u> _	Zip + 4	···	
coverage during any of my p	e information is true and correct. present and future operations.			и насого апесалу ту	
Signature of Owner or Au	thorized Representative				
Title		<u></u>			

# SOUTH DRIGGS HARDWOOD (048-08-01) T47N, R15W, SEC. 27, NW1/4 NW1/4. T47N, R15W, SEC. 28, N1/2 NE1/4, SENE. SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on April 28, 2009, 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.

AP	PRAISED PRICE	BID	PRICE	ESTIMATE	D VOLUME*	=	VALUE
\$	718.00/MBF	\$	x	24.30	MBF	=	\$
\$	207.00/MBF	\$	X	24.50	MBF	=	\$
\$	22.00/CORD	\$	X	212.00	CORDS	=	\$
	\$	\$ 718.00/MBF \$ 207.00/MBF	\$ 718.00/MBF \$ \$ 207.00/MBF \$	\$ 718.00/MBF \$X \$ 207.00/MBF \$X	\$ 718.00/MBF \$X 24.30 \$ 207.00/MBF \$X 24.50	\$ 718.00/MBF \$X 24.30 MBF \$ 207.00/MBF \$X 24.50 MBF	\$ 718.00/MBF \$X 24.30 MBF = \$ 207.00/MBF \$X 24.50 MBF =

SUBTOTAL 1 \$\_\_\_\_\_

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

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAWLOGS			
YEL. BIRCH	\$ 243.00/MBF	1.60 MBF	= \$ 388,80
BLK CHERRY	\$ 243.00/MBF	5.60 MBF	= \$ 1,360.80
		SUBTOTAL 2	\$ 1,749.60
	SUBTOTAL 1 + SU	BTOTAL 2 = TOTAL BID	VALUE \$

\*These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

(bidder's printed name)

(bidder's signature)

Address/Telephone \_\_\_\_

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

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

# FOR DEPARTMENT USE ONLY

Type:

Sale or Permit No

Year:

Forest Area:

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

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- C. C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.

3.	If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than yourself
	including family members and active partners (if none, you must enter "0").

Full Time Employees

Part Time Employees

Name of Business		Federal ID (or) S	Federal ID (or) Social Security No.		
Address		Telephone No.			
City	State	·	Zip + 4		
	ve information is true and correct. I present and future operations.	agree to notify the Df	NR of any changes that occu	ir in factors affecting my	
Signature of Owner or A	uthorized Representative				
Title		Date	9	·	