

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

RAINY CONIFER ASPEN / T47N, R10W, SEC. 20, SE1/4.
LUCE COUNTY (Appr. \$8,731.80)

BEAR RANCH HARDWOOD / T47N, R10W, SEC. 29, SW1/4, SE1/4, S1/2NE. LUCE COUNTY (Appr. \$19,069.30)

SALE DATE AND TIME: 03:00 p.m. on December 04, 2008.

NEWBERRY

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

- 1. <u>Bid Location</u>, <u>Date</u>, <u>and Time</u>: Bids must be received by the Unit Manager, Newberry Management Unit, Box 428, Newberry, MI 49868, no later than 3:00 p.m. on December 4, 2008. For further information concerning this sale, contact the Unit Manager at 906-293-3293.
- 2. Bidder's Qualifications: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. Preparation of Sealed Bids: Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
- 4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. Public Opening of Sealed Bids: 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. Performance Security: 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 www.michigan.gov/dnr. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection: 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

RAINY CONIFER ASPEN (017-08-01)

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*	APP	RAISED PRICE
PULPWOOD			
BALSAM FIR	94.00 CORDS	\$	9.30/CORD
MIX ASPEN	185.00 CORDS	\$	16.60/CORD
MIX HARDWD	308.00 CORDS	\$	13.70/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
W. SPRUCE	45.00 CORDS	\$ 12.60/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 15.06 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 \$1,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2011.

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Sale Specific Conditions & Requirements

Sale Name: Rainy Conifer Aspen Sale Number: 42-017-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by red paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all aspen, mixed hardwood, balsam fir and spruce trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT trees marked with green paint, white pine, red pine, cedar, hemlock, white birch or oak.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1 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. 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.

Section Name: Sale Specific Page 1 of 3 Current as of 3/19/2008 4:20:46PM

Sale Name: Rainy Conifer Aspen Sale Number: 42-017-08-01

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic within 30 DAYS of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require placing stumps and brush in the road course, obliterating it. These roads must be rendered impassable to wheeled vehicles. Stumps from road building and landing construction may be reserved to meet the above road closure specifications. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (3/07)

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

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.2 - Alternate route on private property (2/04)

It is the purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

5 - Operations

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.

5.2.1.8 - Slash height (2/04)

No slash or tree tops may exceed 36 inches in height.

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, unless changed by written agreement, cutting, skidding, and hauling are not permitted during March 1 to May 15 This restriction is to avoid wet soil conditions during spring breakup.

Sale Name: Rainy Conifer Aspen Sale Number: 42-017-08-01

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.

BEAR RANCH HARDWOOD (022-08-01)

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	19.50 MBF	\$ 416.00/MBF
PULPWOOD		
MIX HARDWD	704.00 CORDS	\$ 12.40/CORD

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

ESTIMATED VOLUME*	APPRAISED PRICE
5.10 MBF	\$ 167.00/MBF
8.00 CORDS	\$ 6.00/CORD
80.00 CORDS	\$ 16.60/CORD
	5.10 MBF 8.00 CORDS

^{*}The volumes are statistically estimated within plus (+) or minus (-) 18.22 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 \$1,900.00 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 N	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
1				69%		
2				31%		

- 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.

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Sale Specific Conditions & Requirements

Sale Name: Bear Ranch Hardwood Sale Number: 42-022-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by blue and red paint. An interior clearcut unit boundary line is marked with yellow paint. The east side of this yellow paint line also serves as a Payment Unit line. See the timber sale map. Yellow painted trees designating an interior Payment/cutting Unit boundary may not be cut unless marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1B, cut all aspen, spruce, balsam fir, and maple trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any hemlock, cedar, white pine, beech, black cherry or yellow birch. Unit 1B is considered part of Payment Unit 1 for payment purposes.

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

Within Payment Unit(s) 1A and 2 all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also within units 1A and 2 cut all merchantable aspen, except trees marked with green paint MAY NOT BE CUT.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1 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

Sale Name: Bear Ranch Hardwood Sale Number: 42-022-08-01

4.1.12 - No new roads (5/07)

No new roads will be permitted in the sale area. All operations are limited to existing roads.

4.2 - Maintenance

4.2.1 - Hauling restriction (3/07)

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

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.2 - 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.

5.2.1.7 - 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.

5.2.1.8 - Slash height (2/04)

No slash or tree tops may exceed 36 inches in height.

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 and 2, unless changed by written agreement, cutting and skidding are not permitted during the period of March 1 to July 1. The March deadline may be extended by the unit manager or their representative dependant upon spring breakup weather conditions. This restriction is to avoid spring breakup and bark slip seasons.

5.2.37 - No decking areas (10/04)

No decking is allowed within 50 feet of County Road 407.

Sale Name: Bear Ranch Hardwood Sale Number: 42-022-08-01

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

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

5.2.39 - ORV trail protection (9/07)

There is an ORV trail through the sale area as shown on the Timber Sale Map. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline.

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.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (7/04)

The purchaser is responsible for posting and maintaining caution signs on the ORV trail prior to beginning operations. The trail must be posted to warn of logging activity and truck traffic at both ends of the trail. The purchaser must maintain the signs during logging operations occurring July 1 to December 1.

C. 86 HARDWOOD (025-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	AP	PRAISED PRICE
SAWLOGS		-	
SUG. MAPLE	22.30 MBF	\$	382.00/MBF
PULPWOOD			
MIX HARDWD	991.00 CORDS	\$	13.60/CORD

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

SPECIES	ESTIMATED V	OLUME*	AP	PRAISED PRICE
SAWLOGS				
RED MAPLE	11.40	MBF	\$	171.00/MBF
PULPWOOD				
BALSAM FIR	9.00	CORDS	\$	7.10/CORD
MIX ASPEN	121.00	CORDS	\$	15.60/CORD

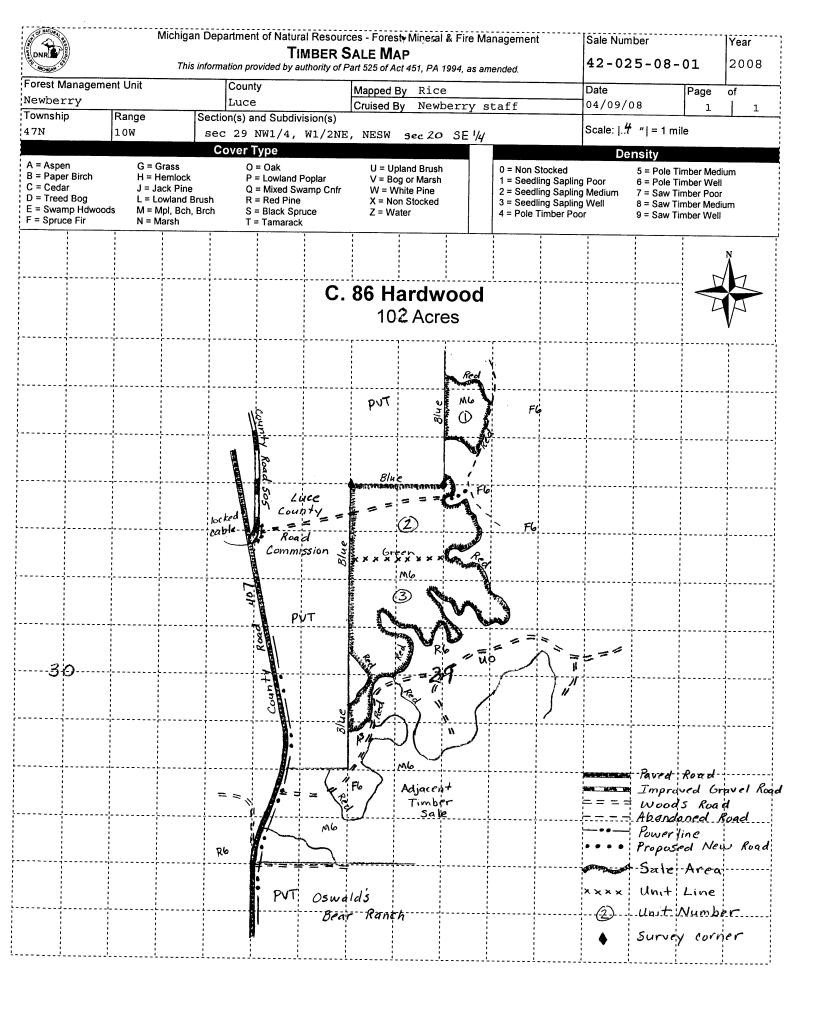
^{*}The volumes are statistically estimated within plus (+) or minus (-) 16.42 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,295.00 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				12%		
	2				50%		
	3				38%		

- 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.



Sale Specific Conditions & Requirements

Sale Name: C. 86 Hardwood Sale Number: 42-025-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by blue and red paint. Interior Payment Unit boundaries are marked with green paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 2 and 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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

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

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 2 and 3 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.1 - Construction

Sale Name: C. 86 Hardwood Sale Number: 42-025-08-01

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. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic within 30 DAYS of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require placing stumps and slash in the road course. These roads must be rendered impassable to ORV traffic. Stumps from road building and landing construction can be reserved to block any newly constructed roads. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.4 - Restricted access (10/05)

Access for Payment Units 1 and 2 is possible through the Luce County Road Commission Land to the immediate west of the sale area. The Luce County Road Commission will need to be contacted for permission.

5 - Operations

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.

5.2.1.7 - 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.

5.2.1.8 - Slash height (2/04)

No slash or tree tops may exceed 36 inches in height.

5.2.2 - Snags

5.2.2.1 - Den trees (2/04)

Sale Name: C. 86 Hardwood Sale Number: 42-025-08-01

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 - 3, unless changed by written agreement, cutting and skidding are not permitted during the period of March 1 to December 15. This restriction is to avoid rutting in the hardwood soils.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (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.

Section Name: Sale Specific Page 3 of 3 Current as of 9/19/2008 8:52:02AM

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NEWBERRY MANAGEMENT UNIT NEWBERRY

RAINY CONIFER ASPEN (017-08-01) T47N, R10W, SEC. 20, SE1/4. LUCE COUNTY

In response to the notice of sale to be held 03:00 p.m. on December 04, 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 VOLUM	ME* = VALUE
BALSAM FIR	\$ 9.30/CORD		94.00 CORDS	= \$
MIX ASPEN	\$ 16.60/CORD	\$X		= \$
MIX HARDWD	\$ 13.70/CORD	\$x	308.00 CORDS	= \$
			SUBTOTAL 1	\$
In addition, the succes appraised price:	ssful bidder agrees	to purchase the	following specie	es at the
SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED	VOLUME* VA	ALUE
W. SPRUCE	\$ 12.60/CORD	45.00	CORDS = \$	567.00
		st	JBTOTAL 2 \$	567.00
	SUBTOTAL 1 +	SUBTOTAL 2 = 1	COTAL BID VALUE \$	5
*These volumes are stat estimated volumes are to examine this timber	final and not subj	ect to adjustment	. Prospective b	idders are urged
I understand that any ovill be the basis to demust be bid or the bid awarding a contract will contract based upon equ	termine total bid form may be reject 1 be based upon my	value. All bids ed. I also unders past performance	must be signed a stand that consider and ability to	nd all bid items eration and
(bidder's pri	nted name)	(bidder's si	gnature)	
Address/Telephone				

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



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

	of Act 451 of 1994,	as amended.		. 6.650, 1104.		
	VERIFICATION C	F WORKER'S DISABI	LITY COMPENS	ATION 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 print	ed except for written	signatures.			
Ple	ase Check Appropriate Categories:				-	
1.	My business is organized as (you must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation					
2.	 You must check one of the boxes below: A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 					
3.	If you have checked item 2(A) or 2(B), including family members and active part	you must indicate the ners (if none, you must e Employees	number of both enter "0").	n full and part time employees othe Part Time Emplo		
		o Employees		- art fille Linpit	Jyees	
lam	e of Business		Federal ID (or) So	ocial Security No.		
ddr	ess		Telephone No.			
ity		State		Zip + 4		
ove	reby certify that the above information is trerage during any of my present and future and future are series of Owner or Authorized Represer	operations.	to notify the DN	R of any changes that occur in factor	's affecting my	
Ti	tle		Date			

NEWBERRY MANAGEMENT UNIT NEWBERRY

BEAR RANCH HARDWOOD (022-08-01) T47N, R10W, SEC. 29, SW1/4, SE1/4, S1/2NE. LUCE COUNTY

In response to the notice of sale to be held 03:00 p.m. on December 04, 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.

non-responsive bid i	forms may be rejected	•		
SPECIES SAWLOGS	APPRAISED PRICE	BID PRICE	ESTIMATED VOLU	ME* = VALUE
SUG. MAPLE	\$ 416.00/MBF	\$ x	19.50 MBF	= \$
PULPWOOD				T
MIX HARDWD	\$ 12.40/CORD	\$x	704.00 CORDS	= \$
			SUBTOTAL 1	\$
In addition, the sucappraised price:	ccessful bidder agree:	s to purchase the	following speci	es at the
SPECIES SAWLOGS	APPRAISED PRICE	ESTIMATED	VOLUME* V	ALUE
RED MAPLE PULPWOOD	\$ 167.00/MBF	5.10	MBF = \$	851.70
BALSAM FIR	\$ 6.00/CORD	8.00	CORDS = \$	48.00
MIX ASPEN	\$ 16.60/CORD	80.00	CORDS = \$	1,328.00
		ຮບ	BTOTAL 2 \$	2,227.70
	SUBTOTAL 1 +	SUBTOTAL 2 = T	OTAL BID VALUE	\$
estimated volumes a	tatistically estimatere final and not subjusted to the their ber and to make their	ect to adjustment	. Prospective h	bidders are urged
will be the basis to must be bid or the b awarding a contract	y or all bids may be determine total bid id form may be reject will be based upon my equipment and manpowe	value. All bids a ed. I also unders past performance	must be signed a tand that considerand ability to	and all bid items deration and
(bidder's	printed name)	(bidder's sig	gnature)	
Address/Telephone				

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



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR	R DEPARTMENT USE ONLY
Sale or Permit N	0
Year:	Type:
Forest Area:	

	of Act 451 of 1994, as amer		Part 525	Forest Area:	
	VERIFICATION OF WOR	KER'S DISABII	LITY COMPENS	ATION ACT COMPLIANCE	
•	 This verification must be completed and sub sale contract. 	mitted within 2	1 days of contr	act award and prior to the issuance	of the timber
•	In addition, if boxes 2B or 2C are checked, the days of the contract award and prior to the is	nen Notice of Essuance of the	xclusion or Cer timber sale con	tificate of Insurance must be submit stract.	ted within 21
•	All Information must be typed or printed exce	ept for written s	signatures.		
Ple	Please Check Appropriate Categories:				
1.	. My business is organized as (you must check o	ne of the boxes	below):		
	A. Sole Proprietorship (individual)		·		
	B. Partnership				
	C. Corporation				
2.	You must check <u>one</u> of the boxes below:				
	A. I certify that my business is a sole prop Worker's Compensation Laws.	rietorship and it	has no employ	ees but the sole proprietor. I am not s	subject to the
	B. I certify that my business has satisfied Notice of Exclusion (BWC-337, Rev. 5/9 award. (For questions or a copy of the B	96). I will provid	de a copy of the	Notice of Exclusion within 21 days of	the contract
	 C. I certify that my business has a Worker days of the contract award. 				
3.	. If you have checked item 2(A) or 2(B), you mu including family members and active partners (if	ust indicate the none, you must	number of both enter "0").	h full and part time employees other t	han yourself
	Full Time Emplo	pyees		Part Time Employe	ees
lan	ame of Business		F-d D () C		
•	arrie of Dusiness		rederal ID (or) So	ocial Security No.	
dd	ddress		Telephone No.		
ity	ty State			Zip + 4	
ov:	nereby certify that the above information is true and overage during any of my present and future operation of the second	correct. I agree ons.	to notify the DN	R of any changes that occur in factors	affecting my
T	Title		Date		

NEWBERRY MANAGEMENT UNIT NEWBERRY

C. 86 HARDWOOD (025-08-01)
T47N, R10W, SEC. 29, NW1/4, W1/2NE, NESW.
T47N, R10W, SEC. 20, SE1/4.
LUCE COUNTY

In response to the notice of sale to be held 03:00 p.m. on December 04, 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.

non-responsive bi	d forms ma	y be rejected.			appraised	price. All
SPECIES SAWLOGS	AP	PRAISED PRICE	BID PRICE	ESTIMATE	D VOLUME*	= VALUE
SUG. MAPLE	\$	382.00/MBF	\$x	22.30 1	MBF	= \$
PULPWOOD						
MIX HARDWD	\$	13.60/CORD	\$x	991.00	CORDS	= \$
				SUBTOTAL	1 \$	
In addition, the appraised price:	successful	bidder agrees	to purchase the	following	species	at the
SPECIES	APPR	AISED PRICE	ESTIMATED	VOLUME*	VALU	E
SAWLOGS RED MAPLE	•	171 00/200			_	
PULPWOOD	÷	171.00/MBF	11.40	MBF	= \$ 1,	949.40
BALSAM FIR	\$	7.10/CORD	9.00	CORDS	= \$	63.90
MIX ASPEN	\$	15.60/CORD	121.00		•	887.60
	ន	JBTOTAL 1 +	SUBTOTAL 2 = 7	JBTOTAL 2		900.90
*These volumes are estimated volumes to examine this t	e statistic s are final	cally estimate and not subje	d within plus (+) ect to adjustment	or minus	(-) 16.4: tive bide	ders are urged
I understand that will be the basis must be bid or the awarding a contract based upo	to determi bid form t will be	ne total bid may be rejected based upon my	value. All bids ed. I also unders past performance	must be si stand that and abili	gned and consider	all bid items
(bidder'	s printed	name)	(bidder's si	gnature)		
Address/Telepho	one					
,						

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



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOF	R DEPARTMENT USE ONLY
Sale or Permit N	0
Year:	Туре:
Forest Area:	

	As required by Act 317, P.A. 1969 (Worker's	Compensation) and Pa	art 525	Forest Area:	
_	of Act 451 of 1994, as ar	mended.			
	VERIFICATION OF W	ORKER'S DISABILI	TY COMPENS	SATION ACT COMP	PLIANCE
•	This verification must be completed and s sale contract.	submitted within 21	days of contr	act award and pric	or to the issuance of the timber
•	In addition, if boxes 2B or 2C are checked, days of the contract award and prior to the	, then Notice of Exc e issuance of the ti	clusion or Cer mber sale con	tificate of Insuranc	ce must be submitted within 21
•	All Information must be typed or printed ex				
Ple	ase Check Appropriate Categories:				
1.	My business is organized as (you must check	cone of the boyen by	aloud.		
1	A. Sole Proprietorship (individual)	One of the boxes be	siow):		
	B. Partnership			-	
	C. Corporation				
	Vou must sheet and office of the t				
2.	You must check <u>one</u> of the boxes below: A. I certify that my business is a sole pro				
	Worker's Compensation Laws.				
	B. I certify that my business has satisfie Notice of Exclusion (BWC-337, Rev. 5 award. (For questions or a copy of the	0/96). I Will provide	a conv of the	Notice of Exclusion	within 21 days of the contract
	 I certify that my business has a Worked days of the contract award. 	er's Compensation F	Policy. I will p	rovide an original Co	ertificate of Insurance within 21
3.	f you have checked item 2(A) or 2(B), you m	nust indicate the nu	umber of both	full and part time	employees other than yourself
'	ncluding family members and active partners (i	if none, you must en	ter "0").	·	•
	Full Time Emp	loyees			Part Time Employees
				•	
Name	of Business	Fe	deral ID (or) So	cial Security No.	
<u> </u>					
Addres	S	Te	lephone No.		
City	State) .	Zip + 4	
				21μ + 4	
here	by certify that the above information is true and	correct. I agree to	notify the DNR	of any changes tha	at accur in factors affecting my
covera	ge during any of my present and future operati	ions.	,	. o. any onangoo ma	ic occur in factors affecting my
Sigr	ature of Owner or Authorized Representative				
Title					
			Date		