

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:

CAMP 7 EXPERIMENT HARDWOODS / T48N, R08W, SEC. 18, SESE.

T48N, R08W, SEC. 19, NW1/4, N1/2SW1/4, W1/2E1/2.

LUCE COUNTY (Appr. \$30,814.60)

SAND PIT HARDWOODS / T48N, R08W, SEC. 18, S1/2NW1/4, N1/2SW1/4, NENW.

T48N, R08W, SEC. 18, S1/2SE1/4, NWNE, SESW.

T48N, R08W, SEC. 19, N1/2NE1/4, NENW.

T48N, R08W, SEC. 20, W1/2NW1/4.

LUCE COUNTY (Appr. \$28,913.45)

SALE DATE AND TIME: 3:00 p.m. on December 17, 2009.

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, 5666 Hwy. M-123, Box 428, Newberry, MI 49868, no later than 3:00 p.m. on December 17, 2009. For further information concerning this sale, contact the Unit Manager at 906-293-3293.
- 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 <u>not permitted</u> 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. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. <u>Public Opening of Sealed Bids:</u> If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
- 7. <u>Down Payment:</u> The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. <u>Performance Security:</u> As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
- 9. <u>Timber Sale Contract:</u> Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at 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

CAMP 7 EXPERIMENT HARDWOODS (038-09-01)

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

SPECIES	ESTIMATED VOLUME*	API	PRAISED PRICE
SAWLOGS			
MIX HARDWD	89.00 MBF	\$	48.00/MBF
PULPWOOD			
MIX HARDWD	1,572.00 CORDS	\$	16.80/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
BALSAM FIR	10.00 CORDS	\$ 13.30/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 6.87 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 \$1,550.00, 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				20%		
	2				20%		
	3				40%		
	4				20%		

- 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, 2012.

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.

42-038

Sale Number

09

Forest Manageme	nt Unit	County		Mapped	By Ma	c n u se	0 h		Date		Page o	of
Newberry		Luce	Luce		Mapped By Magnusses Cruised By DNR Staff		(Nauhiana)		8/13/	09	1	1 1
Township		Section(s) and Subd					_	. '1			<u> </u>	
481	8W	18-5ESW	19-	NWY.	1 N1/25	1. HYW	NIZEY	2	Scale:	inches	= 1 mile	Э
		Cover Type							Der	nsity		
A = Aspen B = Paper Birch C = Cedar E = Swamp Hdwood F = Spruce Fir G = Grass	H = Hemlock J = Jack Pine L = Lowland Bru Is M = Mpl, Bch, B N = Marsh O = Oak	ush R = Red Pir	Swamp Cnfr ne pruce ck	W = X = !	Bog or Marsh White Pine Non Stocked Water		2 = Seedli 3 = Seedli	tocked ing Sapling ing Sapling ing Sapling imber Pool	Poor Medium Well	5 = Pole Tir 6 = Pole Tir 7 = Saw Tir	mber Poor mber Mediur	
	C	AMP 7	Ex	PER	WEN.	r -	HARI	woo	Ds .		7	
					187	- A-LR	E5	;				
						: 		 		 		V
				-		; ; ; ;	~	Sale	Bo	ında	r 4	
					10	1 1 1 1	* * 4 * x	Uni	+ Ro	unda	Ćv	1 (1) 1)
	-h				18-		2	Uni	+ N.,	mber	<i>T</i>	
	3				6	1 1 1 1 4	• ,	1		7 7)
<u> </u>	1				-3∤ -6¦				Tra		~ 4.6561_	
					4	i i i				Lav	.,	
					*		. 3¥↓	<u>!</u>	•	Corv	۱ ۱	
					& C C		•	Jui	vey			
			Company	Of Congress				J.				
//					P	Adjac	ent					
	-	×			1/2		mbe <		L.			
) ; ;		v k	1	ي سيا	V 12 2	gand miling stage Berthamson	Sale)	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	PVT	*)	X X	* YE IT	W	The same of			<u> </u>	! !		¦
		3 (2)	V 14 P	3	Pro							
		***	Jones Control	W. X.	x x x x	۱۵		,	1			
		t	Market Market	N. S.	(1)	17			 			
		K		W.					•			
	PVT				The state of the s	*	1					
					Q	j ed						
		-		<u></u>								
				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1						
	·		1	:	1 1	į				:	:	;

Sale Specific Conditions & Requirements

Sale Name: Camp 7 Experiment Hardwoods Sale Number: 42-038-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

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 and/or use existing forest roads as the boundary (see timber sale map).

2 - Timber Specifications

2.1 - Included Timber

2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 1 - 4, all mixed hardwood (red/sugar maple and beech) trees less than 9 inches diameter stump height (DSH) and mixed hardwood (red/sugar maple and beech) trees greater than 13 inches DSH are designated for cutting which meet minimum piece specifications in 2.2 Utilization. In addition, cut all merchantable balsam fir within the sale area. DO NOT CUT any yellow birch, black cherry, white pine, spruce or hemlock of any size. See spec 2.4.1 for large mixed hardwood trees to be left behind.

2.1.11 - Description of timber note (2/04)

Note that the best quality maple timber in this sale is in the 9.1" - 12.9 " inch DSH range and has potential to make a future quality tree. The current quality of maple sawtimber is not very high. In addition the sale area contains areas where white pine regeneration is heavy, protect as much of this regeneration as much as possible.

2.4 - Special Protection

2.4.1 - Leave trees (1/09)

Within Units 1 - 4, leave one healthy mixed hardwood (red and sugar maple) tree greater than 12 inches DBH spaced evenly every 35 feet.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1, 2, 3 & 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

Sale Name: Camp 7 Experiment Hardwoods Sale Number: 42-038-09-01

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (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. 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.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to discuss cutting specs 2.1.4 & 2.4.1 listed above.

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.

5.2.1.8 - Slash height (12/08)

No slash may exceed 36 inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

Sale Name: Camp 7 Experiment Hardwoods Sale Number: 42-038-09-01

Within Payment Unit(s) 1 - 4, 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.

5.2.3.9 - Beech hauling restriction (8/09)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech bark disease to the lower peninsula 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 Forest Health Website, www.michigan.gov/dnr.)

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the Camp 7 Road without permission of the Unit Manager or his/her 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 (8/09)

The Camp 7 Road is a snowmobile trail in the winter months (see Timber Sale Map). Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. 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 (1/09)

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

5.7 - Protection of Historical Sites

5.7.2 - Potential historical site(s) (9/06)

The State Historic Preservation Office has identified the potential for a historic site within the boundary of this timber sale. Note that if the site is discovered during operations, General Condition and Requirement 5.7 - Protection of Historical Sites will apply.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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

6 - Safety and Fire Prevention

Sale Name: Camp 7 Experiment Hardwoods Sale Number: 42-038-09-01

6.2.1 - Road posting (1/09)

The purchaser is responsible for posting and maintaining caution signs on the Camp 7 Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the Camp 7 Road prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from beech bark disease and the beech trees in the sale area are dying out. Some of the beech in the sale have been cruised and they account for some of the mixed hardwood pulp volume in this sale. 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.

SAND PIT HARDWOODS (046-09-01)

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 PR	ICE
SAWLOGS			
SUG. MAPLE	12.10 MBF	\$ 299.00/MB	F
PULPWOOD			
MIX HARDWD	1,290.00 CORDS	\$ 16.80/CO	RD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED MAPLE	4.90 MBF	\$ 75.00/MBF
P. BIRCH	3.70 MBF	\$ 43.00/MBF
PULPWOOD		
P. BIRCH	44.00 CORDS	\$ 15.40/CORD
BALSAM FIR	54.00 CORDS	\$ 14.60/CORD
MIX ASPEN	83.00 CORDS	\$ 19.65/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 7.42 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 \$1,450.00, 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				15%		
	2				15%		
	3				15%		
	4				25%		
	5				30%		

- 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, 2012.



Michigan Department of Natural Resources - Forest, Mineral & Fire Management

TIMBER SALE MAP .

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

Sale Number Year

County

Mapped By Magnuscon

Cruised By Cidar Rigg Foresty

Section(s) and Subdivision(s) 19-N/2NE/4, NENW 20-W/2NW/4 Date Page of Forest Management Unit 8/6/09 Newberry Township Range Scale: | ... inches | = 1 mile 18-5%NWY, NYZSWY, NENW, NWNE, SYSEY, SESW 48 N 8 W Density **Cover Type** H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium A = Aspen B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium 4 = Pole Timber Poor 9 = Saw Timber Well T = Tamarack F = Spruce Fir N = Marsh O = Oak U = Upland Brush G = Grass SAND PIT HARDWOODS 172 ACRES Co. Rd. 500 Sale Boundary ۵ <u>څ</u> xxxx Unit Boundary 2 Unit Number == 4 Good Dirt Road ==== Two Track Abandoned Woods Road Survey Corner 1 Snowmobile Trail

Sale Specific Conditions & Requirements

Sale Name: Sand Pit Hardwoods Sale Number: 42-046-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by red and green paint. Exterior sale boundary lines against state are marked with red paint. The M-123 road right-of-way serves as the north boundary of Units 1, 2 and 3 (see map). The interior Payment Unit boundaries between Units 2 and 3 is a double slash green paint line not to be confused with reserve trees that have been painted with single slash green paint. The Camp 7 Road serves as the Unit boundary between Units 1 and 2. There is a single slash green line between Units 4 and 5.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 - 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all aspen and balsam fir which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any white pine, spruce, hemlock or trees marked with green paint. Protect as much of the sub-merchantible conifer trees as possible throughout the sale area.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

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

4.1.4 - Timber removed for construction (1/09)

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

Sale Name: Sand Pit Hardwoods Sale Number: 42-046-09-01

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. 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.

5 - Operations

5.1 - Notification

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

5.2.1.8 - Slash height (12/08)

No slash may exceed 36 inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1 - 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.

5.2.3.9 - Beech hauling restriction (8/09)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech bark disease to the lower peninsula 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 Forest Health Website, www.michigan.gov/dnr.)

Sale Name: Sand Pit Hardwoods Sale Number: 42-046-09-01

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of highway M-123. It is also not allowed on the Camp 7 Road without the permission of the Unit Manager or timber sale administrator.

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 (1/09)

The Camp 7 Road is a snowmobile trail in the winter months (see 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. 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 during the snowmobile season.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (1/09)

The purchaser is responsible for posting and maintaining caution signs on along the Camp 7 Road when cutting along the road right-of-way prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.2 - Snowmobile trail posting (1/09)

The Purchaser is responsible for posting and maintaining caution signs on Camp 7 Road prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Sale Name: Sand Pit Hardwoods Sale Number: 42-046-09-01

7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from beech bark disease and the beech trees are dying out. There are beech trees in the sale that have been marked and it accounts for approximately 15% of the mixed hardwood pulp volumes. 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.

CAMP 7 EXPERIMENT HARDWOODS (038-09-01)

T48N, R08W, SEC. 18, SESE.

T48N, R08W, SEC. 19, NW1/4, N1/2SW1/4, W1/2E1/2.
LUCE COUNTY

In response to the notice of sale to be held 3:00 p.m. on December 17, 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 ES	STIMATED VOLUME* = V	ALUE			
MIX HARDWD	\$ 48.00/MBF \$_	x	89.00 MBF =	\$			
PULPWOOD							
MIX HARDWD	\$ 16.80/CORD \$_	x 1	,572.00 CORDS =	\$			
		st	UBTOTAL 1 \$				
In addition, the success appraised price:	sful bidder agrees to	purchase the fol	llowing species at t	he			
SPECIES A	APPRAISED PRICE	ESTIMATED VO	LUME * VALUE				
BALSAM FIR	\$ 13.30/CORD	10.00 CO	RDS = \$ 133.0	0			
		SUBTO	OTAL 2 \$ 133.0	<u>o</u>			
	SUBTOTAL 1 + SUBT	TOTAL 2 = TOTA	AL BID VALUE \$				
*These volumes are stati estimated volumes are f to examine this timber	final and not subject	to adjustment.	Prospective bidders	These are urged			
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 prin	nted name)	(bidder's signa	ature)				
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	DEDARTMENT HOE ONLY						
FOR DEPARTMENT USE ONLY							
Sale or Permit No							
Year:	Type:						
Forest Area:							

	As required by Act 317, P.A. 1969 (Worker's Compensation) of Act 451 of 1994, as amended.	and Part 525	Forest Area:
	VERIFICATION OF WORKER'S DIS	SABILITY COMPENS	ATION ACT COMPLIANCE
•	This verification must be completed and submitted with sale contract.	act award and prior to the issuance of the timber	
•	In addition, if boxes 2B or 2C are checked, then Notice days of the contract award and prior to the issuance of	of Exclusion or Cer the timber sale con	tificate of Insurance must be submitted within 21 tract.
•	All Information must be typed or printed except for writ	ten signatures.	
Ple	lease Check Appropriate Categories:		
۱.	My business is organized as (you must check <u>one</u> of the both A. Sole Proprietorship (individual) B. Partnership C. Corporation	oxes below):	
2.	You must check <u>one</u> of the boxes below: A. I certify that my business is a sole proprietorship a Worker's Compensation Laws.	and it has no employ	rees but the sole proprietor. I am not subject to the
	 B. I certify that my business has satisfied its obligati Notice of Exclusion (BWC-337, Rev. 5/96). I will I award. (For questions or a copy of the BWC-337, p 	provide a copy of the please call the Worke	Compensation Act through the use of an approved e Notice of Exclusion within 21 days of the contract r's Compensation Bureau at 517-322-1195). Drovide an original Certificate of Insurance within 21
3.	If you have checked item 2(A) or 2(B), you must indicate including family members and active partners (if none, you		th full and part time employees other than yourself
	Full Time Employees		Part Time Employees
lan	ame of Business	Federal ID (or) S	Social Security No.
١dd	ddress	Telephone No.	
City	ty State		Zip + 4
:ov	ereby certify that the above information is true and correct. It is been been been been been been been bee	agree to notify the Df	NR of any changes that occur in factors affecting my
٦	Title	Date	9

SAND PIT HARDWOODS (046-09-01)

T48N, R08W, SEC. 18, S1/2NW1/4, N1/2SW1/4, NENW. T48N, R08W, SEC. 18, S1/2SE1/4, NWNE, SESW. T48N, R08W, SEC. 19, N1/2NE1/4, NENW. T48N, R08W, SEC. 20, W1/2NW1/4. LUCE COUNTY

In response to the notice of sale to be held 3:00 p.m. on December 17, 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	AP	PRAISED PRICE	BID PRIC	E	ESTIMATE	O VOLUM	E* = VALUE	
SAWLOGS								
SUG. MAPLE	\$	299.00/MBF	\$	x	12.10	MBF	= \$	
PULPWOOD								
MIX HARDWD	\$	16.80/CORD	\$	x	1,290.00	CORDS	= \$	
					SUBTOTAL	1 \$.	
In addition, the	successful	bidder agrees	to purchase	the	following	specie	s at the	
appraised price:								
SPECIES	APPR	AISED PRICE	ESTIM	ATED	VOLUME *	VA	LUE	
SAWLOGS								
RED MAPLE	\$	75.00/MBF		4.90	MBF	= \$	367.50	
P. BIRCH	\$	43.00/MBF		3.70	MBF	= \$	159.10	
PULPWOOD								
P. BIRCH	\$	15.40/CORD	4	4.00	CORDS	= \$	677.60	
BALSAM FIR	\$	14.60/CORD	5	4.00	CORDS	= \$	788.40	
MIX ASPEN	\$	19.65/CORD	8	3.00	CORDS	= \$ 1	.,630.95	
				st	JBTOTAL 2	\$3	, 623.55	
	st	JBTOTAL 1 +	SUBTOTAL 2	= :	TOTAL BID	VALUE \$.	
*These volumes ar estimated volume	s are final	. and not subj	ect to adjus	tment	. Prospec	tive b	idders are	
to examine this	timber and	to make their	own estimat	es of	quantity	and qu	ality.	

£

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



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

ired 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 amende		i orostvisa.			
	VERIFICATION OF WORK	ER'S DISABILITY COMPEN	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 exception	All Information must be typed or printed except for written signatures.				
Ple	Please Check Appropriate Categories:					
1.	1. My business is organized as (you must check one	e of the boxes below):				
	A. Sole Proprietorship (individual)					
	B. 🗍 Partnership					
	C. Corporation					
2.	2. You must check one of the boxes below:					
	Worker's Compensation Laws.		yees but the sole proprietor. I am not subject to the			
	Notice of Exclusion (BWC-337, Rev. 5/96 award. (For questions or a copy of the BW	6). I will provide a copy of th VC-337, please call the Work	Compensation Act through the use of an approved ne Notice of Exclusion within 21 days of the contract er's Compensation Bureau at 517-322-1195).			
	 C. I certify that my business has a Worker's days of the contract award. 	s Compensation Policy. I will	provide an original Certificate of Insurance within 21			
3.	 If you have checked item 2(A) or 2(B), you must including family members and active partners (if n 	st indicate the number of bonone, you must enter "0").	oth full and part time employees other than yourself			
	Full Time Employ	yees	Part Time Employees			
Name of Business		Federal ID (or)	Federal ID (or) Social Security No.			
Add	Address	Telephone No.				
City	Dity State		Zip + 4			
cov	hereby certify that the above information is true and coverage during any of my present and future operations. Signature of Owner or Authorized Representative	correct. I agree to notify the E	NR of any changes that occur in factors affecting my			
7	Title	Da	te			