

# DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS (4348)**

SCHEDULED SALE DATE AND TIME: 3:00PM on April 21, 2011.

LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, NEWBERRY, MI 49868.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales.

Please be aware that some landowners may request 60 days or more notice for access across their land.

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

MCLEOD ROAD MAPLE (42-038-10-01) / T45N, R09W, SEC.28, NWSW, SWNW, SENW.

T45N, R09W, SEC.29, NE1/4, NESE, SESE.

LUCE COUNTY (Advertised Price \$34,829.45), 108.0 Acres

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through state forest land.

MERGING ROWS RED PINE (42-040-10-01) / T45N, R09W, SEC.30, SWNW, NWSW, SWSW.

LUCE COUNTY (Advertised Price \$52,751.25), 114.0 Acres

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through state forest land.

# BID INSTRUCTIONS (VER. 02/24/2011):

# 1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO BOX 428, NEWBERRY, MI 49868, no later than 3:00PM on April 21, 2011. For further information concerning this sale, contact Richard Stevenson at 906-293-3293.

# 2. Bidder's Qualifications (1/11)

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 DNRE/FMD 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 (1/11)

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 (1/11)

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 (1/11)

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 (1/11)

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. Down Payment (1/11)

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 (1/11)

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 (1/11)

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 (1/11)

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 (1/11)

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-00090N 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.

RODNEY STOKES Director

#### TIMBER SALE INFORMATION

# MCLEOD ROAD MAPLE (42-038-10-01)

T45N, R09W, SEC.28; T45N, R09W, SEC.29.

LUCE COUNTY (Advertised Price \$34,829.45)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Sugar Maple	20.40 MBF	\$	489.00/MBF
Pulpwood			
Mixed Aspen	111.00 Cords	\$	21.15/Cord
Mixed Hardwood	1,029.00 Cords	\$	19.40/Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,543.60:

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	AD\	/ERTISED PRICE
Sawlogs			
Black Cherry	3.30 MBF	\$	328.00/MBF
Red Maple	1.10 MBF	\$	140.00/MBF
Yellow Birch	0.40 MBF	\$	140.00/MBF
Pulpwood			
Balsam Fir	51.00 Cords	\$	17.35/Cord
W. Spruce	17.00 Cords	\$	21.55/Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 14.27 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 **\$1,750.00** 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 must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	15%
02	35%
03	15%
04	10%
05	25%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2014.

# Sale Specific Conditions & Requirements

Sale Name: Mcleod Road Maple Sale Number: 42-038-10-01

#### 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.

# 2 - Timber Specifications

#### 2.1 - Included Timber

# 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (12/08)

Within Payment Unit(s) 1, cut all balsam, spruce, aspen and mixed hardwood trees which meet minimum piece specifications in 2.2 Utilization. DO NOT cut any white pine, hemlock or yellow birch.

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

Within Payment Unit(s) 2 - 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

# 4 - Transportation

#### 4.1 - Construction

# 4.1.4 - Timber removed for construction (12/09)

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.

# 4.1.5 - Culverts (8/10)

Roads may require the installation of culverts at cross drainages on wet soils, or across natural drainage-ways. Culverts shall be placed in locations specified by the sale administrator and shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. Culverts shall be installed prior to use of the road. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNRE.

# 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.

#### 4.2 - Maintenance

#### 4.2.3 - Road maintenance (9/08)

The following road maintenance is required: upon completion of the sale, all roads used to access the sale must be

graded/leveled.

# 5 - Operations

#### 5.1 - Notification

# 5.1.4 - Post-sale conference (9/09)

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

# 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.1.2 - Slash Removal

# 5.2.1.2.1 - Slash removal, right-of-way (12/04)

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

# 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) 2 - 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.

# 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of McLeod Road without permission of the Unit Manager or his/her representative.

# 5.2.41 - Snowmobile trail protection (8/09)

The McLeod Road serves as a snowmobile trail in the winter months and is shown on the 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.

# 5.4.4 - Slope protection (2/04)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or hay bales as soon as use is complete to prevent erosion.

# 5.4.5 - Soil caution (11/04)

Care must be taken to minimize damage of soil in sale area. There are some area with clay soil types that can be soft in after rain events or spring/fall time of year.

#### 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 (9/09)

The purchaser is responsible for posting and maintaining caution signs on McLeod Road / snowmobile trail 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.

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#### TIMBER SALE INFORMATION

#### MERGING ROWS RED PINE (42-040-10-01)

T45N. R09W. SEC.30.

LUCE COUNTY (Advertised Price \$52,751.25)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Red Pine	140.30 MBF	\$	126.00/MBF
Pulpwood			
Red Pine	1,135.00 Cords	\$	28.60/Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,612.45:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE			
Pulpwood					
Jack Pine	40.00 Cords	\$	25.90/Cord		
Mixed Hardwood	5.00 Cords	\$	17.85/Cord		
Q. Aspen	104.00 Cords	\$	14.30/Cord		

<sup>\*</sup>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 \$2,638.00 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 must 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 55%

02 45%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2014.

# Sale Specific Conditions & Requirements

Sale Name: Merging Rows Red Pine Sale Number: 42-040-10-01

#### 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 paint. Do not cut painted boundary line trees unless also marked with yellow paint. Note: Section 34 Road serves as the boundary between Payment Unit 1 & 2. This boundary line is not painted.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with yellow paint above and below stump height, regardless of merchantability.

# 2.1.8 - Designated plantation row unit(s) (12/08)

Within Payment Unit(s) 2, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are every third row. The beginning of the rows are identified by yellow paint along Section 34 Road. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence. In addition, all trees marked with yellow paint, above and below stume height are designated for cutting.

# 3 - Payments

# 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1 & 2 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 (12/09)

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.

#### 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. These roads must be rendered impassable to cars, trucks, and ORVs. 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

#### 4.2.4 - Grading (12/08)

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 his/her representative.

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

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

# 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - Slash Removal

#### 5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 20 feet from the cleared right-of-way of Section 34 Road.

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 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.

# 5.2.37 - No decking areas (12/08)

No decking is allowed along Section 34 Road. Landing and decking areas must be located along the two track roads. See the sale map for specific locations of these roads.

# 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/route protection (1/09)

The Newberry-Rexton Motorcycle Train is an ORV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail is not permitted.

# 5.2.41 - Snowmobile trail protection (8/09)

Section 34 Road serves as a snowmobile trail during the winter months and is shown on the 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. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. 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. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail.

# 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 (9/09)

The purchaser is responsible for posting and maintaining caution signs on Setion 34 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 Section 34 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.

#### 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on Newberrry-Rexton Motorcycle Trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 3/21/2011 8:44:07AM

Michigan Department of Natural Resources & Environment - Forest Management Division |Sale Number Year 10 TIMBER SALE MAP 42-040 This information provided by authority of Part 525, 1994 PA 451, as amended. Mapped By Stevenson Date Page of Forest Management Unit County 9130/10 Cruised By Nbu Field Newberry Section(s) and Subdivision(s) Township Range 451 9W S30-SWNW, NWSW, SWSW **Cover Type Density** U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium O = Oak A = Aspen G = Grass V = Bog or Marsh 6 = Pole Timber Well H = Hemlock P = Lowland Poplar 1 = Seedling Sapling Poor B = Paper Birch W = White Pine C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr 2 = Seedling Sapling Medium 7 = Saw Timber Poor X = Non Stocked D = Treed Bog L = Lowland Brush R = Red Pine 3 = Seedling Sapling Well 8 = Saw Timber Medium E = Swamp Hdwoods S = Black Spruce Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well M = Mpl, Bch, Brch F = Spruce Fir T = Tamarack N = Marsh Merging Rows Red Pine. Ski Trail Parking Lot McLeod Road JØ Legeno. Red Sale Boundary (1 QS : Gravel County Road Sand Road ···: Abanidoned Roar - ORV Trail

0 Miles

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Survey Corner
 Payment Unit
 Two Track

# **BID FORM**

# MCLEOD ROAD MAPLE (42-038-10-01) T45N, R09W, SEC.28; T45N, R09W, SEC.29; LUCE COUNTY

In response to the notice of sale to be held 3:00PM on April 21, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<b>ESTIMATED</b>	VOLUME*	AD	VERTISED PRICE	BID PRICE	
20.40	MBF	\$	489.00 / MBF	\$	/ MBF
111.00	Cords	\$	21.15 / Cord	\$	/ Cord
1,029.00	Cords	\$	19.40 / Cord	\$	/ Cord
	20.40	20.40 MBF  111.00 Cords 1,029.00 Cords	20.40 MBF \$ 111.00 Cords \$	20.40 MBF \$ 489.00 / MBF 111.00 Cords \$ 21.15 / Cord	20.40 MBF \$ 489.00 / MBF \$  111.00 Cords \$ 21.15 / Cord \$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,543.60:

PRODUCTS & SPECIES	ESTIMATED VOLUME*			ADVERTISED PRICE			
Sawlogs							
Black Cherry	3.30	MBF	\$	328.00 / MBF			
Red Maple	1.10	MBF	\$	140.00 / MBF			
Yellow Birch	0.40	MBF	\$	140.00 / MBF			
Pulpwood							
Balsam Fir	51.00	Cords	\$	17.35 / Cord			
W. Spruce	17.00	Cords	\$	21.55 / Cord			

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 14.27 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.

I understand that any or all bids may be rejected. 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 staffing subject to my control.

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:		ĺ					
	Company or individual bidding:									
	Company representative's name:									
	Address:									
	City:	State:	Zip:							
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.										
Individua	or company representative's signatu	re:		Date:						
Phone nu	ımber :	Email (	optional):							



sale contract.

# Michigan Department of Natural Resources & Environment Forest Management Division

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

FOR DEPARTMENT USE ONLY	
Sale Number (XX – XXX – XX – XX)	
Forest Management Unit:	

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

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.

•	days of the contract award and prior to the issual All Information must be typed or printed except for							
		or written o	gilatures.					
Ple	ease Check Appropriate Categories:							
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation							
2.	You <b>must</b> check one of the boxes below:							
	<ul> <li>A.          I certify that my business is a sole proprieto Worker's Compensation Laws.     </li> </ul>	orship and it	has no employees but the sole proprietor. I am not subject to the					
	Notice of Exclusion (BWC-337, Rev. 5/96).	I will provid	o the Worker's Compensation Act through the use of an approved de a copy of the Notice of Exclusion within 21 days of the contract e call the Worker's Compensation Bureau at 517-322-1195).					
	C.   I certify that my business has a Worker's Codays of the contract award.	ompensatio	n Policy. I will provide an original Certificate of Insurance within 21					
3.		If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").						
	Full-time Employee	s	Part-time Employees					
lam	me of Business		Federal ID (or) Social Security No.					
ddr	dress		Telephone ( )					
ity	State		ZIP					
	ereby certify that the above information is true a cur in factors affecting my coverage during any c		I agree to notify the Michigan DNRE of any changes that ent and future operations.					
5	Signature of Owner or Authorized Representative							
_	Title		Date					

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

PRODUCTS & SPECIES

Red Pine

Sawlogs

Pulpwood

# **BID FORM**

NEWBERRY MANAGEMENT UNIT **NEWBERRY OFFICE** 

**BID PRICE** 

\$\_\_\_\_\_ / MBF

# MERGING ROWS RED PINE (42-040-10-01) T45N, R09W, SEC.30; LUCE COUNTY

ADVERTISED PRICE

\$ 126.00 / MBF

In response to the notice of sale to be held 3:00PM on April 21, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

ESTIMATED VOLUME\*

140.30 MBF

Red	Pine	1,135.00	Cords	\$	28.60 / Cord	\$	/ Cord	
In additior	n, the successful bidder agre	es to purchase	the following spec	ies at the	e indicated advertis	sed price for a total v	value of \$2,612.4	5:
PRODUC Pulpwood	TS & SPECIES	ESTIMATED	VOLUME*	ADV	ERTISED PRICE			
Jack	Pine	40.00	Cords	\$	25.90 / Cord			
Mixed	d Hardwood	5.00	Cords	\$	17.85 / Cord			
Q. As	pen	104.00	Cords	\$	14.30 / Cord			
	estimated volumes are final a of quantity and quality.	and not subject t	to adjustment. Pro	ospective	e bidders are urged	to examine this tim	ber and to make	their own
understan	nd that any or all bids may be that consideration and aw that staffing subject to my o	arding a contrac	•					
	FEDERAL ID:		or SOCIAL SECU	RITY NU	IMBER:			
	Company or individual bidd	ing:						
	Company representative's							
	Address:							
	City:							
ے IF AVAIL <i>A</i>	ABLE, PLEASE PLACE THE	: PERSONALIZI	ED LABEL FROM	YOUR F	ROSPECTUS IN 1	THE ABOVE BOX.		
						Date:		
murviudal	or company representative's	s signature				Date		

Phone number: Email (optional):



# Michigan Department of Natural Resources & Environment Forest Management Division

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

FOR DEPARTMENT USE ONLY	
Sale Number (XX – XXX – XX – XX)	
Forest Management Unit:	

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

Signature of Owner or Authorized Representative

Title

# 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. Please 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 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), you **must** indicate the number of **both** full-time 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) Social Security No. Address Telephone City State ZIP I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

Date