

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #4797**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on December 11, 2012. LOCATION: NAUBINWAY FIELD OFFICE, PO BOX 287 US 2, NAUBINWAY, MI 49762.

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, SAULT STE MARIE MANAGEMENT UNIT, for certain timber on the following described lands:

SEVEN UP HARDWOOD (45-119-11-01) / T42N, R12W, SEC. 12, SENE, NESE. Mackinac County, Advertised Price \$5,651.40, 16.0 Acres

SALE NOTE: Access to this sale is through private property. There is a gate located along the west side of South Gould City Road near the Polly Road intersection. Permission for access across private land is required and is the responsibility of the purchaser. The access road crosses multiple ownerships and permission must be given by everyone before the beginning of operations. There is a gate on Jeffery Kellers property which controls access to the road. Contact him at (906)654-3358 to obtain permission to use the road. Contact David Fehringer of Forest Land Group LLC. for permission to cross their land at (906) 288-3380.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private land.

CLUB LINE MIX (45-121-10-01) / T43N, R10W, SEC. 15, S1/2NE, SE1/4. Mackinac County, Advertised Price \$10,059.45, 78.0 Acres

SALE NOTE: Permission for access across private land has been negotiated by the Dnr. However, it is the responsibility of the purchaser to obtain written permission from the Hiawatha Sportsmans Club and to adhere to any requirments set forth by the landowner. Written permission must be presented to the Unit Mangager prior to the beginning of operations.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private or state forest land.

HARD KNOX HARDWOOD (45-123-10-01) / T44N, R08W, SEC. 21, NE1/4.

T44N, R08W, SEC. 22, N1/2NW, SWNW.

Mackinac County, Advertised Price \$22,433.00, 70.0 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. 10/18/2012):

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

Bids must be received by the Unit Manager, NAUBINWAY OFFICE, PO BOX 287 US 2, NAUBINWAY, MI 49762, no later than 3:00 p.m. (local time) on December 11, 2012. For further information concerning this sale, contact Karen Rodock at 906-635-5281.

#### 2. Bidder's Qualifications (2/12)

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/FRD 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 (6/11)

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) the sale name or number and (b) 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 (10/12)

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/timber. 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 (10/11)

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 Pure 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.

KEITH CREAGH
Director

#### TIMBER SALE INFORMATION

#### SEVEN UP HARDWOOD (45-119-11-01)

T42N, R12W, SEC. 12.

Mackinac County (Advertised Price \$5,651.40)

SALE NOTE: Access to this sale is through private property. There is a gate located along the west side of South Gould City Road near the Polly Road intersection. Permission for access across private land is required and is the responsibility of the purchaser. The access road crosses multiple ownerships and permission must be given by everyone before the beginning of operations. There is a gate on Jeffery Kellers property which controls access to the road. Contact him at (906)654-3358 to obtain permission to use the road. Contact David Fehringer of Forest Land Group LLC. for permission to cross their land at (906) 288-3380.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private 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	ESTIMATED UNITS*	ADV	/ERTISED PRICE
Sawlogs			
Sugar Maple	4.80 MBF	\$	785.00 / MBF
Pulpwood			
Mixed Hardwood	73.00 Cords	\$	25.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 3.90 percent. The estimated units 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 \$500.00 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 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 12/31/2015.

# **Sale Specific Conditions & Requirements**

#### Sale Name: Seven Up Hardwood Sale Number: 45-119-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red and blue paint as shown on the timber sale map. Red paint marks the boundary along state ownership and blue paint marks the boundary along private property.

#### 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 orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

#### 2.2.4 - Skidding length (2/11)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

# 2.2.9 - No chipping permitted (12/08)

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

# 4 - Transportation

#### 4.4 - Access

## 4.4.1 - Private property access (3/11)

Permission for access across private land is required and is the responsibility of the purchaser. Contact David Fehringer of Forest Land Group LLC. for permission. (906) 288-3380

# 5 - Operations

# 5.1 - Notification

# 5.1.1 - Pre-sale conference (10/11)

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

# 5.1.4 - Post-sale conference (6/11)

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 sale associated roads and any sale boundary paint line.

#### 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

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of

12/01 to 05/01. This restriction is due to wildife habitat concerns.

#### 5.2.4 - Dead and Down Creation

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

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

# 5.2.38 - 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 (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.

#### 7 - Other Conditions

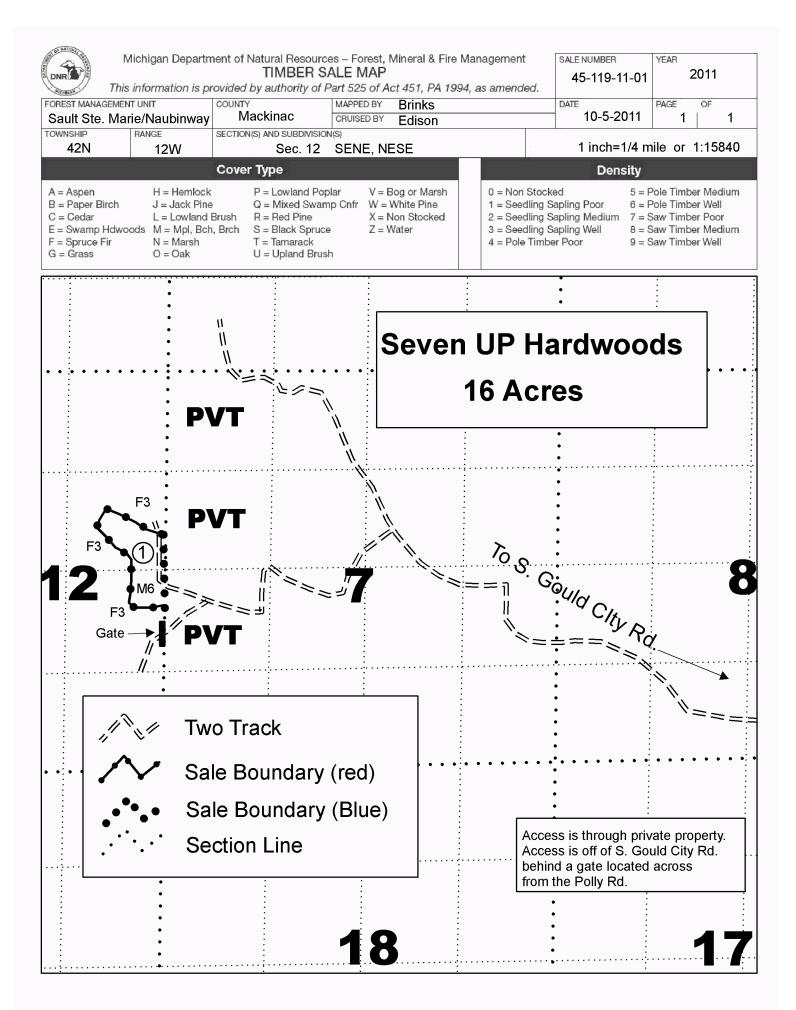
#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

# 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 4/13/2012 9:16:48AM



#### TIMBER SALE INFORMATION

#### CLUB LINE MIX (45-121-10-01)

T43N, R10W, SEC. 15.

Mackinac County (Advertised Price \$10,059.45)

SALE NOTE: Permission for access across private land has been negotiated by the Dnr. However, it is the responsibility of the purchaser to obtain written permission from the Hiawatha Sportsmans Club and to adhere to any requirments set forth by the landowner. Written permission must be presented to the Unit Mangager prior to the beginning of operations.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private or 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 UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Jack Pine	100.00 Cords	\$	23.80 / Cord
Mixed Aspen	30.00 Cords	\$	24.00 / Cord
Mixed Softwood	320.00 Cords	\$	19.25 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$799.45:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Pulpwood			
Mixed Hardwood	20.00 Cords	\$	20.25 / Cord
Paper Birch	23.00 Cords	\$	17.15 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.00 percent. The estimated units 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:**

 A bond in the amount of \$850.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.

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- 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:

(-, -,	3
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	59%
02	6%
03	35%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2016.

# **Sale Specific Conditions & Requirements**

Sale Name: Club Line Mix Sale Number: 45-121-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red and blue paint. Exterior sale boundary lines against state are marked with red paint and lines against Private property are marked in blue paint. Do not cut red or blue painted boundary line trees.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 1, 2, & 3, cut all deciduous trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Also, cut all coniferous trees that are four (4) inches or more in diameter at a point four and one-half (4-1/2) feet above ground level regardless of merchantability, except NO CUTTING of cedar, hemlock, red pine or white pine. In Unit 2, Leave trees are marked in green paint and are not to be cut.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

# 4.1.4 - Timber removed for construction (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. The sale purchaser is responsible to make arrangements with Hiawatha Sportsmens Club representatives about the handling of trees cut or damaged during any road construction or improvement, which occurs on club property. This arrangement must be in place prior to the start of any sale operations.

#### 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 (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

# 4.4 - Access

# 4.4.1 - Private property access (8/10)

Permission for access across private land has been negotiated by the DNR. However, it is the responsibility of the purchaser to obtain written permission from the private landowner (Hiawatha Sprtsmens Club) and to adhere to all requirements set forth by the landowner. Written permission must be presented to the Unit Manager prior to the beginning of operations. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

#### 4.4.3 - Access gate (12/08)

The access gate on Greylock Trail must be locked by the sale purchaser at the completion of each day, or as otherwise instructed by The Hiawatha Spotsmens Club.

## 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. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the Enbridge Oil (906) 789-1221 and Great Lakes Gas (906) 477-6438 companies to obtain permission prior to operating equipment in the vicinity of well heads or natural gas pipelines. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

# 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 and red paint line.

#### 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

#### 5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 2, & 3, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 15 to April 1. This restriction is because the sale is winter access only.

#### 5.2.4 - Dead and Down Creation

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

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

#### 5.2.38 - 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)

Trail #2 is part of the Naubinway snowmobile trail system 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.

#### 5.8 - 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

# 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on snowmobile trail #2 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted 200 feet 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

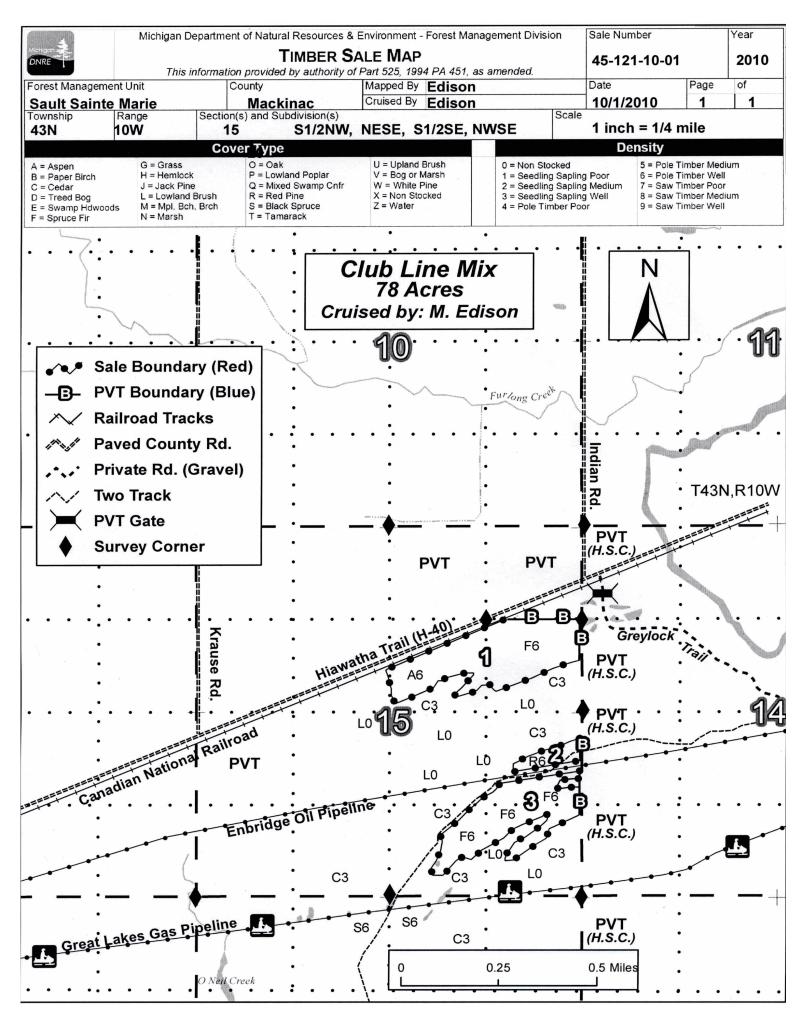
#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

# 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 11/1/2012 11:04:01AM



#### TIMBER SALE INFORMATION

#### HARD KNOX HARDWOOD (45-123-10-01)

T44N, R08W, SEC. 21; T44N, R08W, SEC. 22.

Mackinac County (Advertised Price \$22,433.00)

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 UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Sugar Maple	16.40 MBF	\$	781.00 / MBF
Pulpwood			
Mixed Hardwood	366.00 Cords	\$	23.85 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$895.50:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Red Maple	0.90 MBF	\$	127.00 / MBF
Pulpwood			
Mixed Aspen	6.00 Cords	\$	26.40 / Cord
Mixed Softwood	24.00 Cords	\$	25.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 5.27 percent. The estimated units 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 **\$2,000.00** 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 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 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 12/31/2015.

# Sale Specific Conditions & Requirements

#### Sale Name: Hard Knox Hardwood Sale Number: 45-123-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint. Do not cut painted boundary line trees.

#### 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.

#### 2.2 - Utilization

# 2.2.4 - Skidding length (2/11)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

# 2.2.9 - No chipping permitted (12/08)

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

#### 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. 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. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

## 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 red 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 sale related forest roads.

#### 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, unless changed by written agreement, cutting and skidding are not permitted during the period of May 1 to July 1. This restriction is because of bark slippage.

#### 5.2.4 - Dead and Down Creation

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

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

# 5.2.38 - 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 Trail is an ORV trail and is shown on the Timber Sale Map. Do not damage posts with orange ORV markers. The tree with orange ORV markers may cut off above the marker leaving at least 6 to 8 feet of the butt standing. Maintain a 20 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.

#### 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.

## 7 - Other Conditions

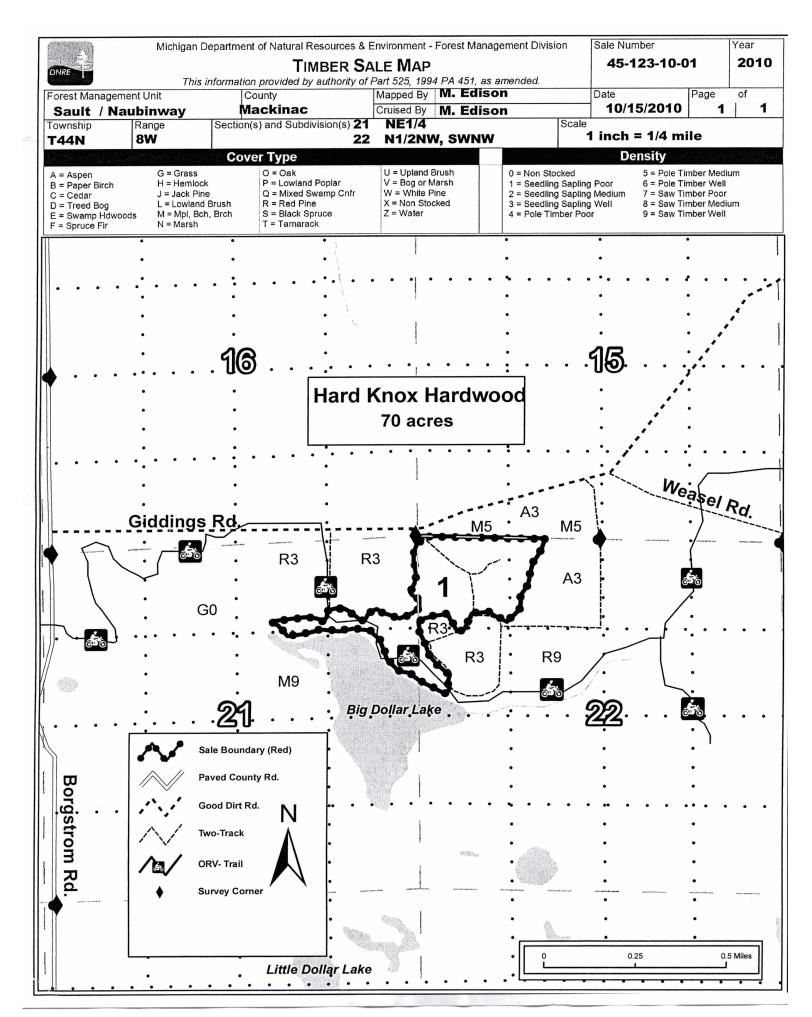
# 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

#### 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 11/1/2012 10:54:42AM



PRODUCTS & SPECIES

# **BID FORM**

ADVERTISED PRICE

# SAULT STE MARIE MANAGEMENT UNIT NAUBINWAY OFFICE

**BID PRICE** 

# SEVEN UP HARDWOOD (45-119-11-01) T42N, R12W, SEC. 12, Mackinac County

In response to the notice of sale to be held 3:00 p.m. (local time) on December 11, 2012, 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 UNITS\*

Sawlogs								
Sugai	r Maple	4.80	MBF	\$	785.00 / MBF	\$	/ MBF	
Pulpwood								
Mixed	d Hardwood	73.00	Cords	\$	25.80 / Cord	\$	/ Cord	
	l volume is statistically estima ve bidders are urged to exam	-					and not subject to adju	stment.
understan	nd that any or all bids may bood that consideration and awant tand staffing subject to my control or the sta	ording a contrac		-			• •	
	FEDERAL ID:		or SOCIAL S	SECURITY NU	IMBER:			
	Company or individual biddi	ng:						
	Company representative's name:							
	Address:							
	City:							
IF AVAILA	ABLE, PLEASE PLACE THE	PERSONALIZE	ED LABEL FI	ROM YOUR F	ROSPECTUS IN	THE ABOVE BO	OX.	
Individual	or company representative's	signature:				Date:		_

Phone number :\_\_\_\_\_ Email (optional):\_\_\_\_



sale contract.

Name of Business

Address

Michigan Department of Natural Resources & Environment Forest Management Division

# 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 Number (XX – XXX – XX – XX)	
Forest Management Unit:	

•	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.
Ple	ase Check Appropriate Categories:
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):
	A. Sole Proprietorship (individual)
	B. Partnership
	C. Corporation
2.	You <b>must</b> check <u>one</u> of the boxes below:
	A.   I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
	B.  I certify that my business has satisfied its obligation to 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

Federal ID (or) Social Security No.

than yourself, including family members and active partners (if none, you must enter "0").

Full-time Employees

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

		( )
City	State	ZIP
I hereby certify that the above information is occur in factors affecting my coverage during Signature of Owner or Authorized Representative		I agree to notify the Michigan DNRE of any changes that ent and future operations.  Date
riue		Date

Telephone

Part-time Employees

Paper Birch

#### **BID FORM**

17.15 / Cord

SAULT STE MARIE MANAGEMENT UNIT **NAUBINWAY OFFICE** 

# CLUB LINE MIX (45-121-10-01) T43N, R10W, SEC. 15, Mackinac County

In response to the notice of sale to be held 3:00 p.m. (local time) on December 11, 2012, 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.

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	VERTISED PRICE	BID P	RICE
Pulpwood					
Jack Pine	100.00 Cords	\$	23.80 / Cord	\$	/ Cord
Mixed Aspen	30.00 Cords	\$	24.00 / Cord	\$	/ Cord
Mixed Softwood	320.00 Cords	\$	19.25 / Cord	\$	/ Cord
In addition, the successful bidder	agrees to purchase the following sp	ecies at t	he indicated advertise	d price for a t	otal value of \$799.45
PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	VERTISED PRICE		
Pulpwood		· <u> </u>	<u> </u>		
Mixed Hardwood	20.00 Cords	\$	20.25 / Cord		

23.00 Cords

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 SOC	HAL SECURITY NUMBER:	R:					
	Company or individual bidding:								
	Company representative's name:								
	Address:								
	City:	State:	Zip:						
F AVAIL	ABLE, PLEASE PLACE THE PER	SONALIZED LAB	BEL FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	_				
Individual	or company representative's signa	ature:		Date:					
Phone nu	ımber :		_ Email (optional):						

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.00 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Michigan Department of Natural Resources & Environment Forest Management Division

# 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 Number (XX – XXX – XX – XX)	
Forest Management Unit:	

# 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.				
•	All Information must be typed or printed except for written signatures.				
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of the A.  Sole Proprietorship (individual)  B.  Partnership  C.  Corporation	boxes below):			
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>				
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate than yourself, including family members and active partners. Full-time Employees	the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").  Part-time Employees			
Nam	me of Business	Federal ID (or) Social Security No.			
Addr	dress	Telephone ( )			
City	State	ZIP			
occ _	ereby certify that the above information is true and correct. cur in factors affecting my coverage during any of my prese				
T	Title	Date			

# **BID FORM**

SAULT STE MARIE MANAGEMENT UNIT
NAUBINWAY OFFICE

# HARD KNOX HARDWOOD (45-123-10-01) T44N, R08W, SEC. 21; T44N, R08W, SEC. 22, Mackinac County

In response to the notice of sale to be held 3:00 p.m. (local time) on December 11, 2012, 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.

Company or inc Company repre Address: City: IF AVAILABLE, PLEASE I	dividual bidding: esentative's name: State PLACE THE PERSONALIZE resentative's signature:	o:ED LABEL FRO	Zip:_ DM YOUR	PROSPECTUS IN T		
Company or inc Company repre Address: City:	dividual bidding:esentative's name: State	):	Zip:			
Company or inc Company repre	dividual bidding:esentative's name:					
Company or inc	dividual bidding:esentative's name:					_
Company or inc	dividual bidding:				<sup>-</sup>	
						_
						_
		or SOCIAL SE				I
-	•		•			orm may be rejected. I also blete the contract based upor
	stically estimated within plus rged to examine this timber					nd not subject to adjustment.
Mixed Softwood	24.00	Cords	\$	25.95 / Cord		
Pulpwood Mixed Aspen	6.00	Cords	\$	26.40 / Cord		
Sawlogs Red Maple	0.90	MBF	\$	127.00 / MBF		
PRODUCTS & SPECIES	<u>ESTIMATE</u>	D UNITS*	AD\	/ERTISED PRICE		
In addition, the successful	bidder agrees to purchase	the following sp	ecies at t	he indicated advertise	ed price for a to	tal value of \$895.50 :
	366.00	Cords	\$	23.85 / Cord	\$	/ Cord
Pulpwood Mixed Hardwood		MBF	\$	781.00 / MBF	\$	/ MBF
Sawlogs Sugar Maple Pulpwood Mixed Hardwood	16.40					



Michigan Department of Natural Resources & Environment Forest Management Division

# 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 Number (XX – XXX – XX – XX)	
Forest Management Heit	
Forest Management Unit:	

# 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.

Ple	Please Check Appropriate Categories:						
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>						
2.	You <b>must</b> check <u>one</u> of the boxes below:						
	A. \( \subseteq \) 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.						
<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, or than yourself, including family members and active partners (if none, you must enter "0").</li> </ol>							
	Full-time EmployeesPart-time Employees						
Nan	ame of Business Federal ID (or) Social Security No.						
Add	Telephone ( )						
City	ty State ZIP						
	nereby 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.						
- 5	Signature of Owner or Authorized Representative						
-	Title Date						