

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### TIMBER SALE PROSPECTUS

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

DILBERTS MIX / T49N, R34W, SEC. 05, W1/2.

T49N, R34W, SEC. 06, W1/2 OF SE1/4.

BARAGA COUNTY (Appr. \$31,149.30)

SALE ACRES: 132

DOMMER LAKE HDWD / T49N, R32W, SEC. 30, S1/2 SE1/4.

T49N, R32W, SEC. 32, SENE, NENE, NWNE, NENW.

T49N, R32W, SEC. 32, NWNW, SWNW, NWSW, NESW.

BARAGA COUNTY (Appr. \$49,514.30)

SALE ACRES: 221

FOOT AGAIN HARDWOODS / T51N, R37W, SEC. 01, SE1/4.
T51N, R37W, SEC. 12, NW1/4.
ONTONAGON COUNTY (Appr. \$74,329.75)
SALE ACRES: 198

FLIPIN HARDWOODS / T51N, R37W, SEC. 12, S1/2SE.
T51N, R37W, SEC. 13, NENE, N1/2SW.
ONTONAGON COUNTY (Appr. \$43,421.50)
SALE ACRES: 129

SALE DATE AND TIME: 9:00 a.m. on February 11, 2010.

**BARAGA** 

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

- 1. <u>Bid Location, Date, and Time:</u> Bids must be received by the Unit Manager, Baraga Management Unit, 427 US-41 North, Baraga, MI 49908, no later than 9:00 a.m. on February 11, 2010. For further information concerning this sale, contact the Unit Manager at 906-353-6651.
- 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. <u>Submission of Sealed Bids</u>: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an <u>envelope clearly identified</u> as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. <u>Public Opening of Sealed Bids:</u> If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. 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 <a href="https://www.michigan.gov/dnr">www.michigan.gov/dnr</a>. 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

#### DILBERTS MIX (002-09-01)

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*	APP	RAISED PRICE
SAWLOGS			
RED PINE	78.60 MBF	\$	74.00/MBF
PULPWOOD			
P. BIRCH	206.00 CORDS	\$	13.55/CORD
Q. ASPEN	1,254.00 CORDS	\$	11.40/CORD
JACK PINE	345.00 CORDS	\$	18.30/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS	<del></del>	
P. BIRCH	5.40 MBF	\$ 22.00/MBF
W. SPRUCE	3.00 MBF	\$ 20.00/MBF
WHITE PINE	4.20 MBF	\$ 35.00/MBF
PULPWOOD		
MIX SOFTWD	163.00 CORDS	\$ 5.00/CORD
MIX HARDWD	87.00 CORDS	\$ 9.10/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 16.16 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 \$3,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 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:

In that un	11 6:					
PAYMENT UN	NIT NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
1				32%		
2				28%		
3				15%		
4				15%		
5				10%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2013.

#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management Sale Number Year TIMBER SALE MAP 002 2009 This information provided by authority of Part 525 of Act 451, PA 1994, as amended. Forest Management Unit County Date Page of Mapped By Baraga Staff 9/24/2009 Baraga Baraga Cruised By Baraga Staff Township Range Section(s) and Subdivision(s) Scale: |...4 inches......| = 1 mile 49N 34W Sec 5 - W1/2, Sec 6 - W1/2SE Cover Type Density V = Bog or Marsh W = White Pine H = Hemlock P = Lowland Poplar 0 = Non Stocked A = Aspen 5 = Pole Timber Medium 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium B = Paper Birch Q = Mixed Swamp Cnfr J = Jack Pine 6 = Pole Timber Well L = Lowland Brush R = Red Pine X = Non Stocked C = Cedar 7 = Saw Timber Poor 3 = Seedling Sapling Well E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 8 = Saw Timber Medium F = Spruce Fir N = Marsh 4 = Pole Timber Poor T = Tamarack 9 = Saw Timber Well G = Grass O = Oak U = Upland Brush +- Survey Corner -- County ROAD Dilberts Mix 132 Acres === Good dirt ROAD BARAGA COUNTY UNIT ACRES Pour dirt ROAD 2 35 3 21 5 TOTALS 38 19 19 132 SAWLOGS MBF Sale Area Paper Birch Red Pine 9.0 18.3 22.2 19.3 78.6 White Pine 0.0 0.0 0.0 0.0 4.2 White Spruce 0.0 0.0 3.0 0.0 0.0 3.0 PULPWOOD CDS Jack Pine 102.0 345.0 Paper Birch 40.0 25.0 77.0 21.0 206.0 Q. Aspen 563 352 205 109.0 25 73 1254 Mixed Softwood 163 20 26 Mixed Hardwood 87 RED

A6

#### Sale Specific Conditions & Requirements

Sale Name: Dilberts Mix Sale Number: 11-002-09-01

#### 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 paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint. Do not cut painted exterior sale 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, 4 and 5, cut all trees that are 4.6 inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except Hemlock, unmarked White Pine, unmarked Red Pine and unmarked Red Oak. Reserve trees identified in accordance with 2.4.2 - Reserve trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 1, 2, 3, 4 and 5, all Red Pine, White Pine and Red Oak are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.1.11 - Description of timber note (2/04)

Note that mixed hardwood pulp includes northern red oak.

#### 2.2 - Utilization

# 2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

#### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

#### 2.2.8 - Utilization and removal (7/05)

All products meeting standards set forth in 2.2 Utilization must be removed from the sale area.

#### 2.4 - Special Protection

#### Sale Name: Dilberts Mix Sale Number: 11-002-09-01

#### 2.4.2 - Reserve trees (1/09)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are unmarked white pine, red pine, red oak and hemlock. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay triple stumpage as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 3 - Payments

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5 % of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 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.

#### 4.1.6 - 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, be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

#### 5 - Operations

#### 5.1 - Notification

#### Sale Name: Dilberts Mix Sale Number: 11-002-09-01

#### 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 determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (2/04)

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

# 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 3, unless changed by written agreement, No harvest activities or hauling are to take place from August 20 to October 31. This restriction is due to the Goose migration.

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

Within Payment Unit(s) 1, 2, 3, 4 and 5, unless changed by written agreement, clean up and seeding activities on landings, decking areas, new roads, berms used for road closures and major skid trails must be completed by the July 15 following harvest completion. This restriction is to allow these areas to re-vegetate before the dry season.

#### 5.2.3.4 - Oak wilt restriction (12/08)

Within Payment Unit(s) 1, 2, 3, 4 and 5, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

# Sale Name: Dilberts Mix Sale Number: 11-002-09-01

# 5.2.32 - Decking/landing restoration (2/04)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to insure the proper regeneration of the stand.

# 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.

# 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

#### DOMMER LAKE HDWD (005-09-01)

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*	AP	PRAISED PRICE
SAWLOGS			
SUG. MAPLE	160.00 MBF	\$	239.00/MBF
PULPWOOD			
MIX HARDWD	766.00 CORDS	\$	8.00/CORD

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

SPECIES	ESTIMATED VOL	UME* AP	PRAISED PRICE
SAWLOGS			
RED MAPLE	17.40 MB	F \$	72.00/MBF
YEL. BIRCH	22.10 MB	F \$	135.00/MBF
BASSWOOD	2.70 MB	F \$	35.00/MBF
RED OAK	1.80 MB	F \$	129.00/MBF
W. SPRUCE	21.20 MB	F \$	18.00/MBF
BLACK ASH	1.40 MB	F \$	35.00/MBF
BLK CHERRY	.30 MB	F \$	219.00/MBF
PULPWOOD			
MIX SOFTWD	20.00 CO	RDS \$	4.35/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:

- A bond in the amount of \$4,900.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT	UNIT	NUMBER	PERCENT	OF	LATOT	SALE	VALUE
	1				25%		
	2				03%		
	3				14%		
	4				23%		
	5				19%		
	6				08%		
	7				08%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2013.

#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management Sale Number TIMBER SALE MAP 11-005 This information provided by authority of Part 525 of Act 451, PA 1994, as amended. Forest Management Unit Date Page Mapped By Cedar Ridge Forestry 4/21/09 Baraga Baraga Cruised By Cedar Ridge Forestry Township Section(s) and Subdivision(s) Range Scale: |...4 inches......| = 1 mile 49N 32W Sec 30-S1/2SE; Sec 32-W1/2NW, NENW, E1/2NE, NWNE, NESW **Cover Type** Density A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor C = Cedar 3 = Seedling Sapling Well E = Swamp Hdwoods M = Mpi, Bch, Brch S = Black Spruce Z = Water 8 = Saw Timber Medium F = Spruce Fir N = Marsh 4 = Pole Timber Poor 9 = Saw Timber Well T = Tamarack G = Grass O = Oak U = Upland Brush Herman Dommer Lake Hdwd 221 Acres BARAGA COUNTY

Year

of

1

2009

# Sale Specific Conditions & Requirements

Sale Name: Dommer Lake Hdwd Sale Number: 11-005-09-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (12/08)

The sale boundary is 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. Do not cut painted boundary line trees unless also marked with orange paint.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, 4, 5, 6 and 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

#### 2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

# 2.2.4 - Skidding length (2/09)

Skidding of unlimbed tops or lengths over 26 feet is not permissible unless approved by the Unit Manager or his/her representative.

# 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

# 2.2.8 - Utilization and removal (7/05)

All products meeting standards set forth in 2.2 Utilization must be removed from the sale area.

#### 3 - Payments

# 3.4 - Damaged Timber

#### Sale Name: Dommer Lake Hdwd Sale Number: 11-005-09-01

#### 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5 % of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

# 4 - Transportation

#### 4.1 - Construction

#### 4.1.1 - Stream crossings, general (2/04)

All stream crossing structures will be temporary and therefore, shall be provided by the purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings on State owned land.

#### 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.

# 4.1.5 - Culverts (1/09)

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 DNR.

#### 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. And, may be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

Sale Name: Dommer Lake Hdwd Sale Number: 11-005-09-01

#### 4.2 - Maintenance

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The sale administrator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her discretion.

#### 4.4 - Access

#### 4.4.1 - Private property access (12/08)

Permission for access across private land has not been obtained by the DNR, and, is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

# 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 10 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (2/04)

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

#### 5.2 - Conduct of Operations

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2, 3, 4, 5, 6 and 7, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of March 31 to July 15. This restriction is because of bark slip and break up.

#### 5.2.30 - Landing/road top soil protection (1/09)

Top soil at landings and new roads must be stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed over the area to be re-vegetated. In addition, the area must be seeded and mulched per instructions of the sale administrator.

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

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

#### 5.4 - Soil Protection

#### Sale Name: Dommer Lake Hdwd Sale Number: 11-005-09-01

# 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.

# 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

#### FOOT AGAIN HARDWOODS (017-09-01)

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 PRICE
SAWLOGS		
SUG. MAPLE	142.70 MBF	\$ 341.00/MBF
BLK CHERRY	23.80 MBF	\$ 312.00/MBF
PULPWOOD		
MIX HARDWD	1,362.00 CORDS	\$ 11.40/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED MAPLE	22.30 MBF	\$ 103.00/MBF
YEL. BIRCH	.40 MBF	\$ 193.00/MBF
BASSWOOD	2.60 MBF	\$ 50.00/MBF
PULPWOOD		
Q. ASPEN	11.00 CORDS	\$ 14.25/CORD
MIX SOFTWD	9.00 CORDS	\$ 6.20/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:

- A bond in the amount of \$7,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award
  - (b) The 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				04%		
	2				21%		
	3				19%		
	4				21%		
	5				18%		
	6				17%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2013.



# 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
017

Forest Management Unit County Mapped By Baraga Staff Date Page of Baraga Ontonagon Cruised By Baraga Staff 9/21/2009 1 1

Township Range Section(s) and Subdivision(s)

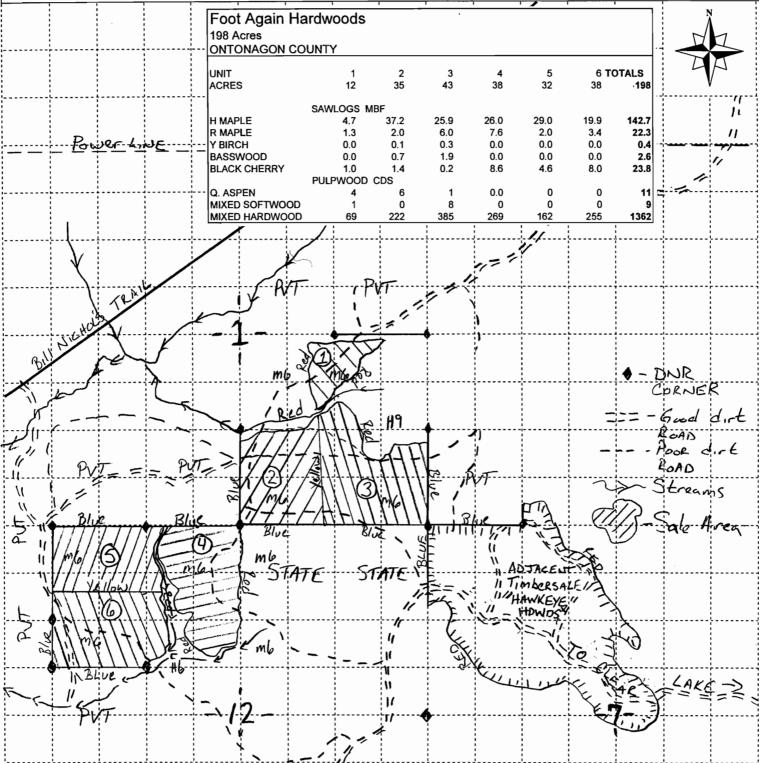
51N Sec 1 - SE1/4, Sec 12 - NW1/4

Scale: |...4 inches......| = 1 mile

Year

2009

A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water F = Spruce Fir N = Marsh T = Tamarack G = Grass O = Oak U = Upland Brush			Cover Type			De	ensity	
	B = Paper Birch C = Cedar E = Swamp Hdwood F = Spruce Fir	J = Jack Pine L = Lowland Bri Is M = Mpl, Bch, E N = Marsh	Q = Mixed Swamp Cnfr ush	W = White Pine X = Non Stocked	1 = Seedling Sapling I 2 = Seedling Sapling I 3 = Seedling Sapling I	Medium Well	6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Medium	



#### Sale Specific Conditions & Requirements

Sale Name: Foot Again Hardwoods Sale Number: 11-017-09-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by blue, yellow and red 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. Do not cut painted boundary line trees unless also marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, 4, 5 and 6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

#### 2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

#### 2.2.4 - Skidding length (2/09)

Skidding of unlimbed tops or lengths over 26 feet is not permissible unless approved by the Unit Manager or his/her representative.

# 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

# 2.2.8 - Utilization and removal (7/05)

All products meeting standards set forth in 2.2 Utilization must be removed from the sale area.

# 3 - Payments

#### 3.4 - Damaged Timber

# Sale Name: Foot Again Hardwoods Sale Number: 11-017-09-01

#### 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

# 4 - Transportation

#### 4.1 - Construction

#### 4.1.1 - Stream crossings, general (2/04)

All stream crossing structures will be temporary and therefore, shall be provided by the purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings on State owned land.

#### 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.

#### 4.1.5 - Culverts (1/09)

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 DNR.

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

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

Section Name: Sale Specific Page 2 of 4 Current as of 9/21/2009 2:01:46PM

# Sale Name: Foot Again Hardwoods Sale Number: 11-017-09-01

#### 4.2 - Maintenance

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The sale administator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her discretion.

#### 4.4 - Access

#### 4.4.1 - Private property access (12/08)

Permission for access across private land has not been obtained by the DNR, and, is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

# 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 10 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (2/04)

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

# 5.2 - Conduct of Operations

# 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2, 3, 4, 5 and 6, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 3/31 to 7/15. This restriction is because of bark slip and break up.

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

Within Payment Unit(s) 1, 2, 3, 4, 5 and 6, unless changed by written agreement, clean up and seeding activities on landings, decking areas, new roads, berms used for road closures and major skid trails must be completed by the July 15 following harvest completion. This restriction is to allow these areas to re-vegetate before the dry season.

# Sale Name: Foot Again Hardwoods Sale Number: 11-017-09-01

# 5.2.30 - Landing/road top soil protection (1/09)

Top soil at landings and new roads must be stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed over the area to be re-vegetated. In addition, the area must be seeded and mulched per instructions of the sale administrator.

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

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

#### 5.4 - 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.

#### 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

#### FLIPIN HARDWOODS (018-09-01)

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*	AP	PRAISED PRICE
SAWLOGS			
SUG. MAPLE	61.40 MBF	\$	341.00/MBF
RED MAPLE	57.00 MBF	\$	103.00/MBF
BLK CHERRY	27.00 MBF	\$	312.00/MBF
PULPWOOD			
MIX HARDWD	617.00 CORDS	\$	11.40/CORD

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

SPECIES	ESTIMATED VOLUME*	AP	PRAISED PRICE
SAWLOGS			
YEL. BIRCH	5.60 MBF	\$	193.00/MBF
W. SPRUCE	.50 MBF	\$	25.00/MBF
PULPWOOD			
MIX SOFTWD	10.00 CORDS	\$	6.20/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 \$4,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 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:

	4112 01						
PAYMENT	UNIT NUMBER	PERCENT	OF	TOTAL	SALE	VALUE	
	1			15%			
	2			40%			
	3			33%			
	4			05%			
	5			07%			

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2013.



51N

37W

**BLACK CHERRY** 

MIXED SOFTWOOD

MIXED HARDWOOD

# 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 09 018

Forest Management Unit County Date Page of Mapped By Baraga Staff 9/21/09 Baraga Ontonagon 1 Cruised By Baraga Staff 1 Section(s) and Subdivision(s) Township Range Scale: |...4 inches......| = 1 mile

Sec 13 - NENE, N1/2SW **Cover Type** Density P = Lowland Poplar A = Aspen H = Hemlock V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium 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 F = Spruce Fir N = Marsh T = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well G = Grass U = Upland Brush 4 = DNR Corner Poor Dirt Road Good Dist Road · Streams +1 **FLIPIN HARDWOODS 129 ACRES** ONTONAGON COUNTY UNIT 2 3 4 5 TOTAL **ACRES** 18 39 42 11 19 129 SAWLOGS MBF 0.0 61.4 SUGAR MAPLE 12.1 30.7 17.6 1.0 57.0 **RED MAPLE** 5.3 11.1 21.6 6.5 12.5 5.6 1.7 0.6 1.2 YELLOW BIRCH 1.0 1.1 WHITE SPRUCE 0.0 0.0 0.0 0.5 0.0 0.5

10.6

0.0

165.0

1.4

0.0

113.0

12.4

4.0

185.0

**PULPWOOD CORDS** 

0.9

2.0

54.0

1.7

4.0

100.0

27.0

10.0

617.0

# Sale Specific Conditions & Requirements

Sale Name: Flipin Hardwoods Sale Number: 11-018-09-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by blue and red 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 red paint. Do not cut painted boundary line trees unless also marked with orange paint. Red painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, 4, and 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

# 2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

#### 2.2.4 - Skidding length (2/09)

Skidding of unlimbed tops or lengths over 26 feet is not permissible unless approved by the Unit Manager or his/her representative.

# 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

#### 2.2.8 - Utilization and removal (7/05)

All products meeting standards set forth in 2.2 Utilization must be removed from the sale area.

# 3 - Payments

# 3.4 - Damaged Timber

#### Sale Name: Flipin Hardwoods Sale Number: 11-018-09-01

#### 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

# 4.1.1 - Stream crossings, general (2/04)

All stream crossing structures will be temporary and therefore, shall be provided by the purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings on State owned land.

# 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.

#### 4.1.5 - Culverts (1/09)

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 DNR.

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

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

Section Name: Sale Specific Page 2 of 4 Current as of 9/21/2009 1:38:30PM

Sale Name: Flipin Hardwoods Sale Number: 11-018-09-01

#### 4.2 - Maintenance

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The sale administrator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her discretion.

#### 4.4 - Access

#### 4.4.1 - Private property access (12/08)

Permission for access across private land has not been obtained by the DNR, and, is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

#### 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 10 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (2/04)

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

#### 5.2 - Conduct of Operations

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2, 3, 4 and 5, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 3/31 to 7/15. This restriction is because of bark slip and break up.

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

Within Payment Unit(s) 1, 2, 3, 4 and 5, unless changed by written agreement, clean up and seeding activities on landings, decking areas, new roads, berms used for road closures and major skid trails must be completed by the July 15 following harvest completion. This restriction is to allow these areas to re-vegetate before the dry season.

Section Name: Sale Specific Page 3 of 4 Current as of 9/21/2009 1:38:30PM

# Sale Name: Flipin Hardwoods Sale Number: 11-018-09-01

#### 5.2.30 - Landing/road top soil protection (1/09)

Top soil at landings and new roads must be stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed over the area to be re-vegetated. In addition, the area must be seeded and mulched per instructions of the sale administrator.

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

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

#### 5.4 - 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.

#### 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

Section Name: Sale Specific Page 4 of 4 Current as of 9/21/2009 1:38:30PM

# DILBERTS MIX (002-09-01) T49N, R34W, SEC. 05, W1/2. T49N, R34W, SEC. 06, W1/2 OF SE1/4. BARAGA COUNTY

In response to the notice of sale to be held 9:00 a.m. on February 11, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids

SPECIES	AP	PRAISED PRICE	BID PRICE	ESTIMATE	D VOLU	ME* = VALU	Œ
SAWLOGS							_
RED PINE	\$	74.00/MBF	\$ X	78.60	MBF	= \$	
PULPWOOD							
P. BIRCH	\$	13.55/CORD	\$ X	206.00	CORDS	= \$	
Q. ASPEN	\$	11.40/CORD	\$X	1,254.00	CORDS	s = \$	
JACK PINE	\$	18.30/CORD	\$x	345.00	CORDS	= \$	
				SUBTOTAL	. 1	\$	
In addition, the su appraised price:	ccessful	bidder agrees	to purchase the	following	g speci	es at the	
SPECIES	APPR	AISED PRICE	ESTIMATED	VOLUME*	<u>v</u>	ALUE	
SPECIES SAWLOGS					<u>v</u>		
SAWLOGS P. BIRCH	<u> </u>	22.00/MBF	5.40	MBF	= \$	118.80	
SAWLOGS P. BIRCH W. SPRUCE	\$ \$	22.00/MBF 20.00/MBF	5.40	) MBF	= \$ = \$	118.80 60.00	
SAWLOGS P. BIRCH	<u> </u>	22.00/MBF	5.40	MBF	= \$	118.80 60.00	
SAWLOGS P. BIRCH W. SPRUCE WHITE PINE	\$ \$ \$	22.00/MBF 20.00/MBF 35.00/MBF	5.40 3.00 4.20	) MBF ) MBF ) MBF	= \$ = \$ = \$	118.80 60.00 147.00	
SAWLOGS P. BIRCH W. SPRUCE WHITE PINE PULPWOOD MIX SOFTWD	\$ \$ \$	22.00/MBF 20.00/MBF 35.00/MBF	5.40 3.00 4.20	) MBF ) MBF ) MBF	= \$ = \$ = \$	118.80 60.00 147.00	
SAWLOGS P. BIRCH W. SPRUCE WHITE PINE PULPWOOD	\$ \$ \$	22.00/MBF 20.00/MBF 35.00/MBF	5.40 3.00 4.20	) MBF ) MBF ) MBF	= \$ = \$ = \$	118.80 60.00 147.00	
SAWLOGS P. BIRCH W. SPRUCE WHITE PINE PULPWOOD MIX SOFTWD	\$ \$ \$	22.00/MBF 20.00/MBF 35.00/MBF	5.40 3.00 4.20 163.00 87.00	) MBF ) MBF ) MBF	= \$ \$ \$ \$ = \$ \$ = \$	118.80 60.00 147.00	
SAWLOGS P. BIRCH W. SPRUCE WHITE PINE PULPWOOD MIX SOFTWD	\$ \$ \$ \$ \$ \$	22.00/MBF 20.00/MBF 35.00/MBF 5.00/CORD 9.10/CORD	5.40 3.00 4.20 163.00 87.00	) MBF ) MBF ) MBF ) CORDS	= = = = = = = = = = = = = = = = = = =	118.80 60.00 147.00 815.00 791.70	

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**

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

	of Act 451 of 1994, as		art 525	rolest Al	ea.		
	VERIFICATION OF	WORKER'S DISABIL	ITY COMPENS	ATION	ACT COMPLIANCE		
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.						
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printe	d except for written s	ignatures.				
Ple	ase Check Appropriate Categories:						
1.	My business is organized as (you must ch	heck <u>one</u> of the boxes I	pelow):				
	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 sol Worker's Compensation Laws.	le proprietorship and it	has no employ	ees but	the sole proprietor. I am not subject to the		
	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 V days of the contract award.	Norker's Compensation	n Policy. I will	provide a	an original Certificate of Insurance within 21		
3.	If you have checked item 2(A) or 2(B), y including family members and active partr			th full ar	nd part time employees other than yourself		
	Full Time	e Emplo <b>y</b> ees			Part Time Employees		
Nar	ne of Business		Federal ID (or) S	Social Sec	curity No.		
Add	Iress		Telephone No.				
_			( )				
City	,	State			Zip + 4		
	ereby certify that the above information is truerage during any of my present and future		to notify the D	NR of an	ny changes that occur in factors affecting my		
	Signature of Owner or Authorized Represer	ntative					
-	Title		Dat	te			
_							

# DOMMER LAKE HDWD (005-09-01)

T49N, R32W, SEC. 30, S1/2 SE1/4.

T49N, R32W, SEC. 32, SENE, NENE, NWNE, NENW. T49N, R32W, SEC. 32, NWNW, SWNW, NWSW, NESW.

BARAGA COUNTY

In response to the notice of sale to be held 9:00 a.m. on February 11, 2010, 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	API	PRAISED PRICE	BID PRICE	ESTIMATED V	OLUME* = VALUE
SAWLOGS	•	239.00/MBF	ė v	160 00 MDE	- ¢
SUG. MAPLE	Ş	239.00/MBF	\$x	160.00 MBE	= \$
PULPWOOD MIX HARDWD	\$	8.00/CORD	\$ X	766.00 COF	RDS = \$
MIX HARDWD	ş	6.00/CORD	Ÿ^	700.00 COP	_ ^
				SUBTOTAL 1	\$
In addition, the	successful	bidder agrees	to purchase the	following sp	pecies at the
appraised price:					
SPECIES	APPR	AISED PRICE	ESTIMATED	VOLUME *	VALUE
SAWLOGS					
RED MAPLE	\$	72.00/MBF	17.40		\$ 1,252.80
YEL. BIRCH		135.00/MBF	22.10		\$ 2,983.50
BASSWOOD		35.00/MBF	2.70	MBF =	\$ 94.50
RED OAK		129.00/MBF	1.80	MBF =	\$ 232.20
W. SPRUCE	•	18.00/MBF	21.20	MBF =	\$ 381.60
BLACK ASH	\$	35.00/MBF	1.40	MBF =	\$ 49.00
BLK CHERRY	\$	219.00/MBF	. 30	MBF =	\$ 65.70
PULPWOOD					
MIX SOFTWD	\$	4.35/CORD	20.00	CORDS =	\$ 87.00
			St	UBTOTAL 2	\$ 5,146.30
	st	JBTOTAL 1 +	SUBTOTAL 2 = 5	TOTAL BID VAI	UE \$
	-	6: 2			
					spective bidders are
urged to examine	this timbe	er and to make	their own estima	ites or quant	ity and quality.
T 3	1:				ideal contract
					idual unit bid price
				-	ned and all bid items
must be bid or th		-			
awarding a contra contract based up					to complete the
contract based up	on edurbmen	it and manpowe	er subject to my o	control.	
(bidder	's printed	name)	(bidder's s:	ignature)	
,==0002	- F-130G		,22332	- 3	
Address/Teleph	one				

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



# Michigan Department of Natural Resources Forest, Mineral and Fire Management

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

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

	As required by Act 317, P.A. 1969 (Worker's Compensation) of Act 451 of 1994, as amended.	and Part 525	Forest A	rea:			
	VERIFICATION OF WORKER'S DIS	SABILITY COMPEN	ISATION	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 write	tten signatures.					
Ple	ase Check Appropriate Categories:						
1.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>						
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</li> </ul>						
3.	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.						
	Full Time Employees			Part Time Employees			
Nar	ne of Business	Federal ID (or	) Social Se	curity No.			
Add	dress	Telephone No	),				
City	State			Zip + 4			
COV	ereby certify that the above information is true and correct. I verage during any of my present and future operations.  Signature of Owner or Authorized Representative	I agree to notify the	DNR of ar	ny changes that occur in factors affecting my			
-	Title		ate				

# BARAGA MANAGEMENT UNIT BARAGA

# FOOT AGAIN HARDWOODS (017-09-01) T51N, R37W, SEC. 01, SE1/4. T51N, R37W, SEC. 12, NW1/4. ONTONAGON COUNTY

In response to the notice of sale to be held 9:00 a.m. on February 11, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

non-responsive bid forms	ılla	y be rejected.					
SPECIES SAWLOGS	AP	PRAISED PRICE	BID PRICE	ESTIMATED	VOLUM	E* = VALUE	
SUG. MAPLE	\$	341.00/MBF	\$ X	142.70 M	BF	= \$	
BLK CHERRY		312.00/MBF	\$ X	23.80 M	BF	= \$	
PULPWOOD						<u> </u>	_
MIX HARDWD	\$	11.40/CORD	\$x	1,362.00 0	ORDS	= \$	_
				SUBTOTAL	1 \$		
In addition, the success appraised price:	ful	bidder agrees	to purchase the	following	specie	es at the	
	APPR	AISED PRICE	ESTIMATED	VOLUME *	VA	LUE	
SAWLOGS		100 00 0	22.22				
RED MAPLE	\$		22.30		•	2,296.90	
YEL. BIRCH	\$	193.00/MBF				77.20	
BASSWOOD	\$	50.00/MBF	2.60	MBF	= \$	130.00	
PULPWOOD	_	14 05 (0000	44.00	2077.2	•	456 55	
Q. ASPEN	\$	14.25/CORD			= \$		
MIX SOFTWD	\$	6.20/CORD	9.00	CORDS	= \$	55.80	
			sı	UBTOTAL 2	\$	2,716.65	
*These estimated volumes				TOTAL BID V			are
urged to examine this t					_		
I understand that any or will be the basis to det must be bid or the bid fawarding a contract will contract based upon equal	erm form	ine total bid was may be rejected based upon my	value. All bids ed. I also under past performance	must be si stand that e and abili	gned a	and all bid it deration and	
(bidder's prin	nted	name)	(bidder's s	ignature)		_	
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 DEPARTMENT USE ONLY						
Sale or Permit N	Sale or Permit No					
Year:	Туре:					
Forest Area:	,					

	As required by Act 317, P.A. 1969 (Worker's Compensation) and F of Act 451 of 1994, as amended.	Part 525	Forest Area:				
	VERIFICATION OF WORKER'S DISABII	LITY COMPENS	SATION ACT	COMPLIANCE			
•	This verification must be completed and submitted within 2 sale contract.	1 days of cont	ract award a	nd 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	Please Check Appropriate Categories:						
1.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>						
2.	<ul> <li>A.</li></ul>	<ul> <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> </ul>					
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the including family members and active partners (if none, you must</li> </ol>		th full and p	art time employees other than yourself			
	Full Time Employees			Part Time Employees			
Van	lame of Business	Federal ID (or)	Social Security	No.			
Add	Address	Telephone No.					
City	City State		Zip	+ 4			
EOV	hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my overage during any of my present and future operations.  Signature of Owner or Authorized Representative						
	Title	Da	te				

# BARAGA MANAGEMENT UNIT BARAGA

# FLIPIN HARDWOODS (018-09-01) T51N, R37W, SEC. 12, S1/2SE. T51N, R37W, SEC. 13, NENE, N1/2SW. ONTONAGON COUNTY

In response to the notice of sale to be held 9:00 a.m. on February 11, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

non-responsive bid form	ns may be rejec	cted.			
SPECIES SAWLOGS	APPRAISED P	RICE BID PRIC	ESTIMATE	ED VOLUME*	= VALUE
SUG. MAPLE	\$ 341.00/M	3F \$	X 61.40	MBF	= \$
RED MAPLE	\$ 103.00/M		x 57.00		= \$
BLK CHERRY	\$ 312.00/M		x 37.00		= \$
PULPWOOD	Ç 512.00/F	Ψ	X Z7.00	TIDE	·
	\$ 11.40/C	ORD \$	x 617.00	COPDS	= \$
MIX HARDWD	\$ 11.40/00	)KD \$	N 017.00	CORDS	Ÿ
			SUBTOTAL	L 1 \$	
In addition, the successappraised price:	ssful bidder a	grees to purchase	e the following	g species a	t the
SPECIES	APPRAISED PRI	CE ESTI	MATED VOLUME*	VALUE	
SAWLOGS					
YEL. BIRCH	\$ 193.00/M	3F	5.60 MBF	= \$ 1,0	80.80
W. SPRUCE	\$ 25.00/M	3F	.50 MBF	= \$	12.50
PULPWOOD					
MIX SOFTWD	\$ 6.20/0	ORD :	10.00 CORDS	= \$	62.00
			SUBTOTAL 2	\$1,1	55.30
	SUBTOTAL 1	+ SUBTOTAL 2	= TOTAL BID	VALUE \$	
*These estimated volume urged to examine this					
I understand that any will be the basis to do must be bid or the bid awarding a contract will contract based upon equal to the	etermine total form may be re ll be based up	bid value. All ejected. I also on my past perfo	bids must be a understand that rmance and abi	signed and t considera	all bid items tion and
(bidder's pr	inted name)	(bidde	r's signature)	<del></del>	
_					
Address/Telephone _					_

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



# Michigan Department of Natural Resources Forest, Mineral and Fire Management

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

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

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

	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.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>						
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 the number of <b>both</b> full and part time employees other than yourself including family members and active partners (if none, you must enter "0").						
	Full Time Employees Part Time Employees						
Nan	e of Business Federal ID (or) Social Security No.						
٩dd	Telephone No.						
City	State Zip + 4						
cov	reby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my erage during any of my present and future operations.						
	Title Date						