

DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

SALE TIME, DATE AND LOCATION 9:00 a.m. on September 29, 2010

BARAGA

Notice is hereby given that bids will be received by the Unit Manager, BARAGA MANAGEMENT UNIT, for certain timber on the following described lands. The Bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs, and sale contract terms of the proposed sale.

SEA SICK HARDWOODS / T48N, R31W, SEC. 06, SWSW, SESW, SWSE.

BARAGA COUNTY (Appr. \$26,313.00)

SALE ACRES: 114

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.

COON HDWD / T48N, R31W, SEC. 15, S1/2SW.

T48N, R31W, SEC. 22, N1/2.

T48N, R31W, SEC. 23, S1/2NW.

BARAGA COUNTY (Appr. \$28,414.41)

SALE ACRES: 80

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 other public land.

R & B HARDWOODS / T47N, R34W, SEC. 09, SESE.

T47N, R34W, SEC. 10, W1/2, W1/2SE.

T47N, R34W, SEC. 15, N1/2, N1/2SW.

BARAGA COUNTY (Appr. \$75,644.90)

SALE ACRES: 403

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

POWERLINE HARDWOODS / T51N, R36W, SEC. 11, S1/2.

HOUGHTON COUNTY (Appr. \$77,316.85)

SALE ACRES: 180

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

DIEHARD PULP / T51N, R37W, SEC. 28, SWSW.

T51N, R37W, SEC. 29, NWSW, S1/2SE.

T51N, R37W, SEC. 32, NE1/4.

T51N, R37W, SEC. 33, NWNW.

ONTONAGON COUNTY (Appr. \$33,457.45)

SALE ACRES: 131

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.

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

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 September 29, 2010. For further information concerning this sale, contact the Unit Manager at 906-353-6651.
- 2. Bidder's Qualifications: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. <u>Preparation of Sealed Bids:</u> Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
- 4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. <u>Public Opening of Sealed Bids:</u> If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
- 7. <u>Down Payment:</u> The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. Performance Security: As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
- 9. <u>Timber Sale Contract:</u> Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/dnr. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection: Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

11. Certification and Chain-of-Custody: Unless otherwise indicated in the contract under section 7 - Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

REBECCA A. HUMPHRIES Director

SEA SICK HARDWOODS (001-10-01)

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	73.50 MBF	\$	250.00/MBF
PULPWOOD			
MIX HARDWD	650.00 CORDS	\$	7.60/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRIC	<u>CE</u>
SAWLOGS			
RED MAPLE	16.30 MBF	\$ 69.00/MBF	
YEL. BIRCH	6.30 MBF	\$ 154.00/MBF	
RED OAK	4.50 MBF	\$ 147.00/MBF	
W. SPRUCE	5.60 MBF	\$ 20.00/MBF	
PULPWOOD			
MIX SOFTWD	18.00 CORDS	\$ 7.20/CORI)

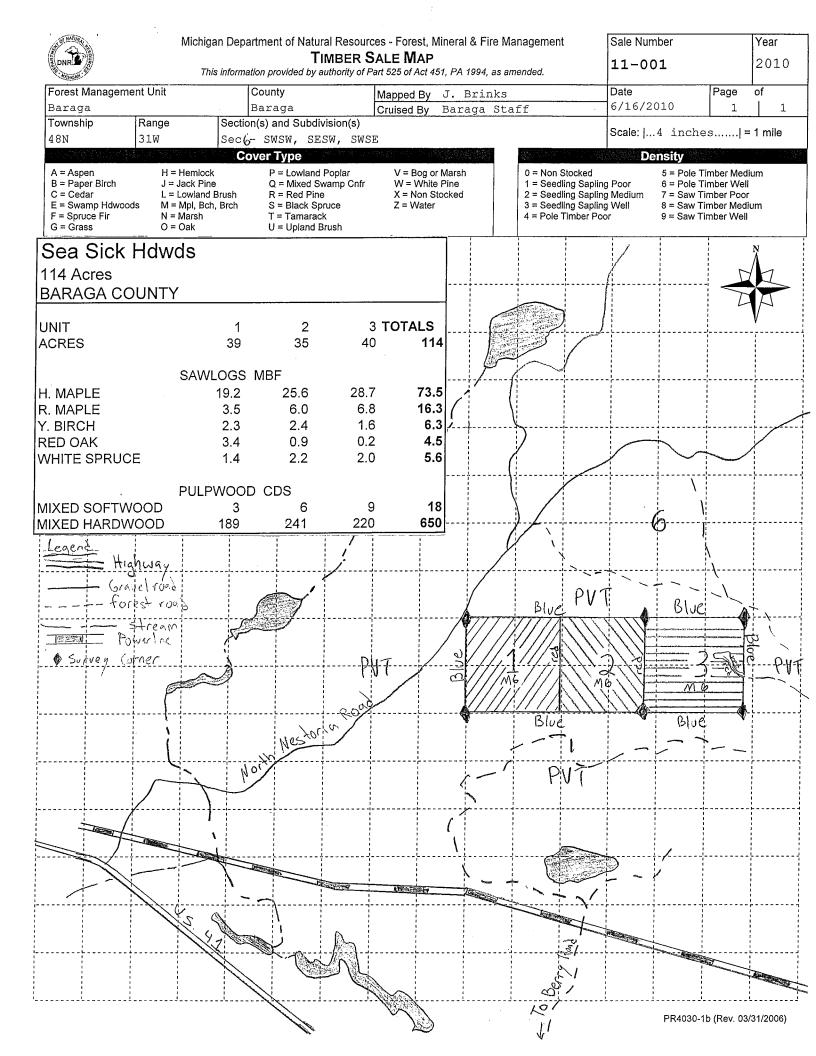
^{*}These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,600.00, 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				28%		
	2				35%		
	3				37%		

- 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, 2014.



Sale Specific Conditions & Requirements

Sale Name: Sea Sick Hardwoods Sale Number: 11-001-10-01

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 unit boundary lines are marked with red 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 and 3, 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: Sea Sick Hardwoods Sale Number: 11-001-10-01

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: Sea Sick Hardwoods Sale Number: 11-001-10-01

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 (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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 2 and 3, 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.

5.2.3.2 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 2 and 3, 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: Sea Sick Hardwoods Sale Number: 11-001-10-01

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.

COON HDWD (005-10-01)

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	65.20 MBF	\$	250.00/MBF	
RED OAK	53.90 MBF	\$	147.00/MBF	
PULPWOOD				
MIX HARDWD	423.00 CORDS	\$	7.60/CORD	

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

SPECIES	ESTIMATED '	VOLUME *	AP	PRAISED PRICE
SAWLOGS		<u> </u>		
RED MAPLE	1.60	MBF	\$	69.00/MBF
YEL, BIRCH	.50	MBF	\$	154.00/MBF
BASSWOOD	6.40	MBF	\$	40.00/MBF
WHITE ASH	.80	MBF	\$	20.00/MBF
P. BIRCH	.40	MBF	\$	20.00/MBF
W. SPRUCE	1.20	MBF	\$	20.00/MBF
PULPWOOD				
Q. ASPEN	46.30	CORDS	\$	10.10/CORD
MIX SOFTWD	2.40	CORDS	\$	7.20/CORD

^{*}These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,800.00, 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 66%
2 34%

- 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, 2014.



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

TIMBER SALE MAP

 Sale Number
 Year

 11-005
 2010

This information provided by authority of Part 525 of Act 451, PA 1994, as amended. Date Page of Mapped By J. Brinks County Forest Management Unit 7/16/2010 1 Baraga Staff Baraga Cruised By Baraga Section(s) and Subdivision(s) Township Range Scale: |...4 inches......| = 1 mile Sec 15 - SWSW, Sec 22 - N1/2N1/2, Sec 23 - S1/2NW 31W 48N **Density Cover Type** 5 = Pole Timber Medium 0 = Non Stocked P = Lowland Poplar V = Bog or Marsh H = Hemlock A = Aspen 1 = Seedling Sapling Poor 6 = Pole Timber Well W = White Pine Q = Mixed Swamp Cnfr B = Paper Birch J = Jack Pine 7 = Saw Timber Poor X = Non Stocked 2 = Seedling Sapling Medium R = Red Pine C = Cedar L = Lowland Brush 8 = Saw Timber Medium 3 = Seedling Sapling Well Z = Water E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce 9 = Saw Timber Well 4 = Pole Timber Poor N = Marsh T = Tamarack F = Spruce Fir O = Oak U = Upland Brush G = Grass Coon Hdwd BARAGA COUNTY 80 Acres Total UNIT 80 ACRES LOGS MBF 65.2 49.3 15.9 H MAPLE 0.1 1.5 1.6 R MAPLE YELLOW BIRCH 0.4 0.5 0:1 1.3 6.4 5.1 BASSWOOD 0.8 0.0 8.0 WHITE ASH 24.4 29,5 53.9 RED OAK 0.4 1.2 0.1 0.3 PAPER BIRCH WHITE SPRUCE 0,9 PULP CDS 423.0 MIXED HDWD 276.0 147.0 MIXED SOFTWOOD 2.0 0.4 0.0 46.3 ASPEN HWY County Road Powertine Stream Widdle-Survey Corner Lake 149 Coon Beaufoint to Michigamne

Sale Specific Conditions & Requirements

Sale Name: Coon Hdwd Sale Number: 11-005-10-01

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 State Park property are marked with blue paint. Exterior sale boundary lines against State Forest property are marked with red paint. Interior unit boundary lines are marked with red 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 and 2, 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: Coon Hdwd Sale Number: 11-005-10-01

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

4.1.3 - 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, 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.

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

Sale Name: Coon Hdwd Sale Number: 11-005-10-01

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 (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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1 and 2, 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, oak wilt, and break up.

5.2.3.2 - Operating restrictions (12/08)

Within Payment Unit(s) 1 and 2, 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.

5.2.30 - 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.

Sale Name: Coon Hdwd Sale Number: 11-005-10-01

5.2.41 - Snowmobile trail protection (8/09)

Trail #8 is a snowmobile trail 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 is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail. Prior to staring any forest operations after December 1st, contact Dave Keto of Moose Country Snowmobile Club at 906-250-7114. The snowmobile trail must be properly signed.

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 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 8/26/2010 3:12:29PM

R & B HARDWOODS (007-10-01)

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	161.80 MBF	\$	312.00/MBF
PULPWOOD			
MIX HARDWD	1,347.00 CORDS	\$	9.50/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	48.70 MBF	\$ 87.00/MBF
YEL. BIRCH	29.40 MBF	\$ 193.00/MBF
BASSWOOD	1.40 MBF	\$ 50.00/MBF
P. BIRCH	.30 MBF	\$ 25.00/MBF
BLK CHERRY	4.00 MBF	\$ 280.00/MBF
PULPWOOD		
Q. ASPEN	47.00 CORDS	\$ 12.60/CORD
MIX SOFTWD	74.00 CORDS	\$ 9.00/CORD

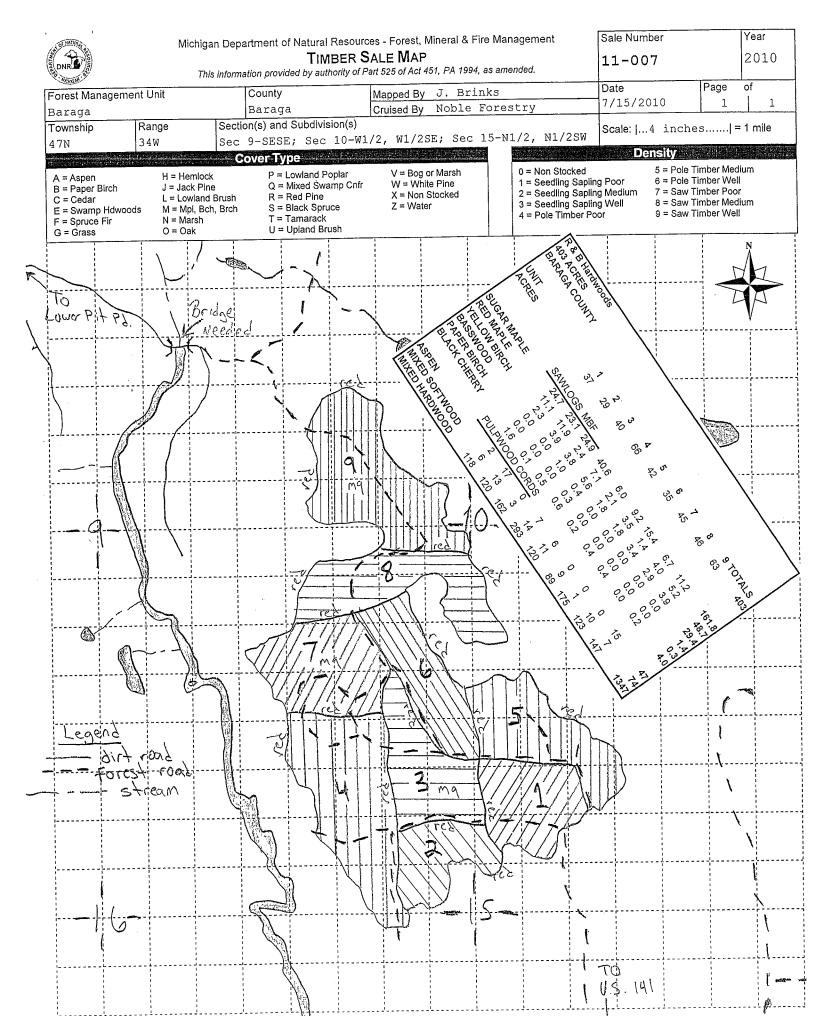
^{*}These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$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				14%		
	2				14%		
	3				14%		
	4				23%		
	5				05%		
	6				06%		
	7				10%		
	8				06%		
	9				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, 2014.



PR4030-1b (Rev. 03/31/2006)

Sale Specific Conditions & Requirements

Sale Name: R & B Hardwoods Sale Number: 11-007-10-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. Interior unit boundary lines are marked with red 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, 7, 8 and 9, 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: R & B Hardwoods Sale Number: 11-007-10-01

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: R & B Hardwoods Sale Number: 11-007-10-01

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 (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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 2, 3, 4, 5, 6, 7, 8 and 9, 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.

5.2.3.2 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 2, 3, 4, 5, 6, 7, 8 and 9, 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: R & B Hardwoods Sale Number: 11-007-10-01

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.

POWERLINE HARDWOODS (013-10-01)

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	125.60 MBF	\$ 468.00/MBF
PULPWOOD		
MIX HARDWD	859.00 CORDS	\$ 14.25/CORD

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

SPECIES	ESTIMATED VOLUME*	AP	PRAISED PRICE
SAWLOGS			
RED MAPLE	14.70 MBF	\$	130.00/MBF
YEL. BIRCH	12.10 MBF	\$	289.00/MBF
BASSWOOD	4.00 MBF	\$	75.00/MBF
BLK CHERRY	1.00 MBF	\$	420.00/MBF
PULPWOOD			
Q. ASPEN	6.00 CORDS	\$	18.90/CORD
MIX SOFTWD	4.00 CORDS	\$	13.50/CORD

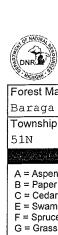
^{*}These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$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 N	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
1				36%		
2				28%		
3				17%		
4				19%		

- 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, 2014.



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 11-013

Year 2010

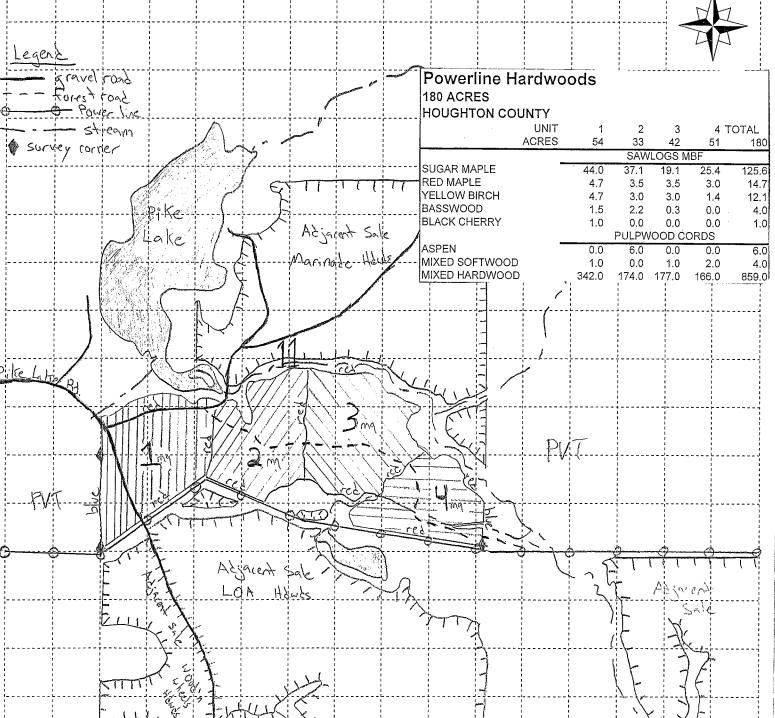
Forest Management Unit County Date Page of Mapped By J. Brinks 7/28/2010 Baraga Houghton Cruised By Noble Forestry 1 1 Range Section(s) and Subdivision(s)

36W Sec 11 - S1/2 Scale: |...4 inches......| = 1 mile

PARAGUS SALALI		Cover Type			ensity
A = Aspen B = Paper Birch C = Cedar E = Swamp Hdwoods F = Spruce Fir G = Grass	H = Hemlock J = Jack Pine L = Lowland Brush M = Mpl, Bch, Brch N = Marsh O = Oak		V = Bog or Marsh W = White Pine X = Non Stocked Z = Water	0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well 4 = Pole Timber Poor	5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Medium 9 = Saw Timber Well
					N



PR4030-1b (Rev. 08/31/2006)



Sale Specific Conditions & Requirements

Sale Name: Powerline Hardwoods Sale Number: 11-013-10-01

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 unit boundary lines are marked with red 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 and 4, 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

Section Name: Sale Specific

Sale Name: Powerline Hardwoods Sale Number: 11-013-10-01

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: Powerline Hardwoods Sale Number: 11-013-10-01

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.

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 (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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 2, 3 and 4, 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.

5.2.3.2 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 2, 3 and 4, 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.

5.2.30 - 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: Powerline Hardwoods Sale Number: 11-013-10-01

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.

DIEHARD PULP (020-10-01)

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

SPECIES	ESTIMATED VOLUME*	API	PRAISED PRICE
PULPWOOD			
BASSWOOD	624.00 CORDS	\$	7.20/CORD
MIX HARDWD	1,847.00 CORDS	\$	14.90/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
Q. ASPEN	64.00 CORDS	\$ 14.85/CORD
MIX SOFTWD	37.00 CORDS	\$ 13.35/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 7.19 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:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
1	16%
2	22%
3	45%
4	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, 2012.



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

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

Sale Number Year 2010 11-020-10-01

Mapped By J. Mittlestat Date Page of Forest Management Unit County 4/8/2010 1 1 Ontonagon Baraga Cruised By Baraga Staff Township Range Section(s) and Subdivision(s)

Scale: |... 4 "......| = 1 mile 28: SWSW, 29: S1/2SE, NWSE, 32: NE1/4, 33: NWNW 37W 51N

		Cover Type			De	nsity	
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwoods F = Spruce Fir	G = Grass H = Hemlock J = Jack Pine L = Lowland Brus M = Mpl, Bch, Bro N = Marsh	O = Oak P = Lowland Poplar Q = Mixed Swamp Cnfr h R = Red Pine	U = Upland Brush V = Bog or Marsh W = White Pine X = Non Stocked Z = Water	0 = Non Stocke 1 = Seedling Sa 2 = Seedling Sa 3 = Seedling Sa 4 = Pole Timber	pling Poor pling Medium pling Well	5 = Pole Timber M 6 = Pole Timber V 7 = Saw Timber P 8 = Saw Timber M 9 = Saw Timber W	/ell oor ledium
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Sale Specific Conditions & Requirements

Sale Name: Diehard Pulp Sale Number: 11-020-10-01

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. 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

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

Within Payment Unit(s) 1, 2, 3 and 4, 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 White Spruce, Black Spruce and Balsam that are 8 inches DBH or less, Yellow Birch that are 24 inches DBH or larger, and all Oak, Elm, Hemlock, Cedar and White Pine.

2.1.11 - Description of timber note (2/04)

Note that Payment Units 2 and 3 were selectively marked with orange paint. This paint is to be ignored and harvest trees shall be cut as described in spec. 2.1.1.

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.

2.2.8 - 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

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, not left in windrows and kept a minimum of 10 feet back from the road edge or 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 5 Current as of 8/26/2010 3:05:49PM

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 specifications.

4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.1 - Private property access (12/08)

Permission for access across private land is the responsibility of the purchaser. 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 (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

5.2.1.2 - 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 forest roads.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit(s) 1, 2, 3 and 4 shall be left with slash evenly distributed. Bunched

tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.3 - Operating Restrictions

5.2.3.2 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 2, 3 and 4, 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.

5.2.30 - 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.

5.2.32 - 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.

5.2.41 - Snowmobile trail protection (8/09)

The Bill Nichol's Trail is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 5 feet of the trail must have the stumps removed and be disposed of according to the direction of the Unit Manager or his/her representative.

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.

7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from top dieback. The purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

SEA SICK HARDWOODS (001-10-01) T48N, R31W, SEC. 06, SWSW, SESW, SWSE. BARAGA COUNTY

In response to the notice of sale to be held 9:00 a.m. on September 29, 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 f	forms may	y be rejected.					
SPECIES	API	PRAISED PRICE	BID PRICE	ESTIN	ATED VOLU	ME* = VALUE	
SAWLOGS	40-	1444					
SUG. MAPLE	\$	250.00/MBF	\$	x 73.	50 MBF	= \$	
PULPWOOD	,					•	
MIX HARDWD	\$	7.60/CORD	\$	_X 650.	00 CORDS	= \$	
				SUBTO	TAL 1	\$	
In addition, the suc appraised price:	cessful	bidder agrees	to purchase	the follow	ing speci	es at the	
SPECIES	APPR	AISED PRICE	ESTIMA	TED VOLUME	<u>.* </u>	ALUE	
SAWLOGS							
RED MAPLE	\$	69.00/MBF	16	.30 MBF	= \$	1,124.70	
YEL. BIRCH	\$	154.00/MBF	6	.30 MBF	= \$	970.20	
RED OAK	\$	147.00/MBF	4	.50 MBF	= \$	661.50	
W. SPRUCE	\$	20.00/MBF	5	.60 MBF	= \$	112.00	
PULPWOOD							
MIX SOFTWD	\$	7.20/CORD	18	.00 CORDS	= \$	129.60	
				SUBTOTAL	. 2 \$	2,998.00	
	st	DBTOTAL 1 +	SUBTOTAL 2 =	TOTAL E	BID VALUE	\$	
*These estimated vol urged to examine thi	umes are s timber	e final and no c and to make -	t subject to their own est	adjustment imates of	. Prospe quantity	ctive bidder and quality.	s are
I understand that an will be the basis to must be bid or the bawarding a contract contract based upon	determ: oid form will be	ine total bid may be reject based upon my	value. All b ed. I also un past perform	oids must b derstand t ance and a	e signed that consi ability to	and all bid : deration and	items
(bidder's	printed	name)	(bidder'	s signatur	:e)		
Address / Tolonbone							

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



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

	FOR DEPARTMENT USE ONLY	
Sale N	umber (XX – XXX – XX – XX)	
ļ		
Forest	Management Unit:	

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

VERIFICATION OF W	ORKER'S DISAB	ILITY COMPENSATION ACT COMPLIANCE			
This verification must be completed an sale contract.	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 printer	d except for writter	n signatures.			
Please Check Appropriate Categories:					
My business is organized as (you must A.	st check <u>one</u> of the	e boxes below):			
2. You must check <u>one</u> of the boxes bel		it has no employees but the sole proprietor. I am not subject to the			
Notice of Exclusion (BWC-337, R award. (For questions or a copy of C. I certify that my business has a W days of the contract award. 3. If you have checked item 2(A) or 2(B), than yourself, including family membe	ev. 5/96). I will provote the BWC-337, plea forker's Compensation, you must indicate	to the Worker's Compensation Act through the use of an approved vide a copy of the Notice of Exclusion within 21 days of the contract ase call the Worker's Compensation Bureau at 517-322-1195). on Policy. I will provide an original Certificate of Insurance within 21 ethe number of both full-time and part-time employees, other ters (if none, you must enter "0"). Part-time Employees			
Name of Business		Federal ID (or) Social Security No.			
Address		Telephone ()			
City	State	ZIP			
occur in factors affecting my coverage durin		I agree to notify the Michigan DNRE of any changes that ent and future operations.			
Signature of Owner or Authorized Representative					
Title		Date			

COON HDWD (005-10-01)
T48N, R31W, SEC. 15, S1/2SW.
T48N, R31W, SEC. 22, N1/2.
T48N, R31W, SEC. 23, S1/2NW.
BARAGA COUNTY

In response to the notice of sale to be held 9:00 a.m. on September 29, 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	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME *	= VALUE
SAWLOGS SUG. MAPLE	\$ 250.00/MBF	\$x	65.20 MBF	= \$
RED OAK PULPWOOD	\$ 147.00/MBF	\$x	53.90 MBF	= \$
MIX HARDWD	\$ 7.60/CORD	\$X	423.00 CORDS	= \$
			SUBTOTAL 1 \$	

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

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAWLOGS			
RED MAPLE	\$ 69.00/MBF	1.60 MBF	= \$ 110.40
YEL. BIRCH	\$ 154.00/MBF	.50 MBF	= \$ 77.00
BASSWOOD	\$ 40.00/MBF	6.40 MBF	= \$ 256.00
WHITE ASH	\$ 20.00/MBF	.80 MBF	= \$ 16.00
P. BIRCH	\$ 20.00/MBF	.40 MBF	= \$ 8.00
W. SPRUCE	\$ 20.00/MBF	1.20 MBF	= \$ 24.00
PULPWOOD			
Q. ASPEN	\$ 10.10/CORD	46.30 CORDS	= \$ 467.63
MIX SOFTWD	\$ 7.20/CORD	2.40 CORDS	= \$ 17.28
		SUBTOTAL 2	\$ 976.31
	SUBTOTAL 1 + SUB	STOTAL 2 = TOTAL BID	VALUE \$

^{*}These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected, 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	



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

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

	Part 525 of Act 451 of 1994,	as amenaea.				
	VERIFICATION OF WO	RKER'S DISABI	LITY 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	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.					
• Al	l Information must be typed or printed	except for written	signatures.			
Please	e Check Appropriate Categories:					
1. M	y business is organized as (you must	check one of the	boxes below):			
Α.	☐ Sole Proprietorship (individual)					
B.	☐ Partnership					
C.	☐ Corporation					
2. Yo	ou must check one of the boxes belov	v:				
A.	I certify that my business is a sole Worker's Compensation Laws.	oroprietorship and i	t has no employees but the sole proprietor. I am not subject to the			
В.	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.	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 y tha	If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").					
	Full-time Er	mployees	Part-time Employees			
lame of	Business		Federal ID (or) Social Security No.			
ddress			Telephone (
ity		State	ZIP			
	y certify that the above information is n factors affecting my coverage during		I agree to notify the Michigan DNRE of any changes that nt and future operations.			
Signa	ture of Owner or Authorized Representative					
Title			Date			

R & B HARDWOODS (007-10-01) T47N, R34W, SEC. 09, SESE. T47N, R34W, SEC. 10, W1/2, W1/2SE. T47N, R34W, SEC. 15, N1/2, N1/2SW. BARAGA COUNTY

In response to the notice of sale to be held 9:00 a.m. on September 29, 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	AP	PRAISED PRICE	BID PRICE	ESTIMATE	O VOLU	ME* = VALUE
SAWLOGS						
SUG. MAPLE	\$	312.00/MBF	\$x	161.80	MBF	= \$
PULPWOOD						
MIX HARDWD	\$	9.50/CORD	\$X	1,347.00	CORDS	s = \$
				SUBTOTAL	1	\$
In addition, the suappraised price:	ıccessful	bidder agrees	to purchase the	following	speci	es at the
SPECIES	APPR	AISED PRICE	ESTIMATED	VOLUME*	v	ALUE
SAWLOGS					_	
RED MAPLE	\$	87.00/MBF	48.70	MBF	= \$	4,236.90
YEL. BIRCH	\$	193.00/MBF	29.40	MBF	= \$	5,674.20
BASSWOOD	\$	50.00/MBF	1.40	MBF	= \$	70.00
P. BIRCH	\$	25.00/MBF	.30	MBF	= \$	7.50
BLK CHERRY	\$	280.00/MBF	4.00	MBF	= \$	1,120.00
PULPWOOD						
Q. ASPEN	\$	12.60/CORD		CORDS	= \$	592.20
MIX SOFTWD	\$	9.00/CORD	74.00	CORDS	= \$	666.00
			s	UBTOTAL 2	\$	12,366.80
	st	JBTOTAL 1 + ;	SUBTOTAL 2 =	TOTAL BID V	/ALUE	\$
*These estimated vo	lumes are	e final and no	t subject to adj	ustment. I	Prospe	ctive bidder
arged to examine th						
-				•	-	

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 & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)

Forest Management Unit:

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

	Fall 525 of Act 451 of 1994, as afficiated.					
	VERIFICATION OF WORKER'S DISABILITY CO	OMPENSATION 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.	 My business is organized as (you must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 					
2.	 You must check one of the boxes below: A. \[\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.	orker's Compensation Act through the use of an approved by of the Notice of Exclusion within 21 days of the contract Worker's Compensation Bureau at 517-322-1195).				
3.	days of the contract award. 3. If you have checked item 2(A) or 2(B), you must indicate the num than yourself, including family members and active partners (if no	aber of both full-time and part-time employees, other ne, you must enter "0").				
	Full-time Employees	Part-time Employees				
lam	Jame of Business Federal	ID (or) Social Security No.				
ıddı	ddress Telepho (ne)				
ity	Sity State ZIP					
	hereby certify that the above information is true and correct. I agree occur in factors affecting my coverage during any of my present and fu					
S	Signature of Owner or Authorized Representative					
T	Title	Date				

BARAGA MANAGEMENT UNIT BARAGA

POWERLINE HARDWOODS (013-10-01) T51N, R36W, SEC. 11, S1/2. HOUGHTON COUNTY

In response to the notice of sale to be held 9:00 a.m. on September 29, 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 ma	y be rejected.			
SPECIES	AP	PRAISED PRICE	BID PRICE	ESTIMATED VO	LUME * = VALUE
SAWLOGS	ė	468.00/MBF	\$ X	125.60 MBF	= \$
SUG. MAPLE PULPWOOD	Ą	400.00/MDE	ν	125.00 FIBE	— Y
MIX HARDWD	\$	14.25/CORD	\$x	859.00 CORD	s = \$
				SUBTOTAL 1	\$
In addition, the su	ccessful	bidder agrees	to purchase the	following spec	cies at the
appraised price:					
SPECIES	APPR	AISED PRICE	ESTIMATED	VOLUME *	VALUE
SAWLOGS					
RED MAPLE		130.00/MBF	14.70		•
YEL. BIRCH	\$	289.00/MBF		MBF = \$,
BASSWOOD	\$	75.00/MBF		:	300.00
BLK CHERRY	\$	420.00/MBF	1.00	MBF = \$	420.00
PULPWOOD					
Q. ASPEN	\$	18.90/CORD		CORDS = \$	113.40
MIX SOFTWD	\$	13.50/CORD	4.00	CORDS = \$	54.00
			s	UBTOTAL 2 \$	6,295.30
	S	JBTOTAL 1 +	SUBTOTAL 2 = !	TOTAL BID VALU	E \$
*These estimated volume to examine the					
I understand that a will be the basis to must be bid or the l awarding a contract contract based upon	o determ oid form will be	ine total bid may be reject based upon my	value. All bids ed. I also under: past performance	must be signed stand that cons and ability t	d and all bid items sideration and
(bidder's	printed	name)	(bidder's s:	ignature)	
Address/Telephone	e				

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



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)

Forest Management Unit:

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

Part 525 01 ACt 451 01 1994, as amended.							
VERIFICATION OF WORKER'S DISA	ABILITY 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 write 	All Information must be typed or printed except for written signatures.						
Please Check Appropriate Categories:							
1. My business is organized as (you must check <u>one</u> of	the boxes below):						
A. Sole Proprietorship (individual)							
B. Partnership							
C. Corporation							
2. You must check <u>one</u> of the boxes below:							
A. I certify that my business is a sole proprietorship a Worker's Compensation Laws.	and it has no employees but the sole proprietor. I am not subject to the						
Notice of Exclusion (BWC-337, Rev. 5/96). I will p award. (For questions or a copy of the BWC-337, p	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 Compens days of the contract award.	C. 🔲 I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21						
 If you have checked item 2(A) or 2(B), you must indic than yourself, including family members and active pa 	. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").						
Full-time Employees	Part-time Employees						
ame of Business	Federal ID (or) Social Security No.						
ddress	Telephone						
adiess	()						
ity State	ZIP						
hereby certify that the above information is true and corre ccur in factors affecting my coverage during any of my pr	ect. I agree to notify the Michigan DNRE of any changes that resent and future operations.						
Signature of Owner or Authorized Representative							
Title	Date						

DIEHARD PULP (020-10-01)
T51N, R37W, SEC. 28, SWSW.
T51N, R37W, SEC. 29, NWSW, S1/2SE.
T51N, R37W, SEC. 32, NE1/4.
T51N, R37W, SEC. 33, NWNW.
ONTONAGON COUNTY

In response to the notice of sale to be held 9:00 a.m. on September 29, 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	APPR	AISED PRICE	BID BRICE	ESTIMATE) AOTOW	E * = \	/ALUE
PULPWOOD							
BASSWOOD	\$	7.20/CORD	\$X	624.00	CORDS	= \$	<u></u>
MIX HARDWD	\$	14.90/CORD	\$X	1,847.00	CORDS	= \$	3
							,
				SUBTOTAL	1 \$		
In addition, the succ	cessful b	idder agrees	to purchase the	following	specie	s at t	the
appraised price:							
SPECIES	APPRAI	SED PRICE	ESTIMATED	VOLUME *	<u>VA</u>	LUE	
PULPWOOD							
Q. ASPEN	\$	14.85/CORD	64.00	CORDS	= \$	950.4	ł O
MIX SOFTWD	\$	13.35/CORD	37.00	CORDS	= \$	493.9)5
			SU	JBTOTAL 2	\$ 1	,444.3	35
						•	_
	SUB	TOTAL 1 + S	SUBTOTAL 2 = 1	OTAL BID 7	ALUE \$		
*These volumes are st estimated volumes are to examine this timbe	e final a	nd not subjec	ct to adjustment.	Prospect	cive bi	dders	These are urged
I understand that any will be the basis to must be bid or the biawarding a contract wontract based upon e	determin d form m vill be b	e total bid way be rejecte ased upon my	value, All bids ed. I also unders past performance	must be si stand that a and abili	gned a consid	nd all eratio	bid items on and
(bidder's p	orinted n	ame)	(bidder's si	.gnature)			
Address/Telephone			<u> </u>				

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



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)

Forest Management Unit:

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

	VERIFICATION OF WORKER'S DISABILITY COI	MPENSATION 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 signature	es.				
Ple	Please Check Appropriate Categories:					
1.	My business is organized as (you must check <u>one</u> of the boxes be A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	low):				
3.	 A.					
	Full-time Employees	Part-time Employees				
Nam	Name of Business Federal II	O (or) Social Security No.				
Addr	Address Telephone (Telephone ()				
City	ity State ZIP					
occi	I hereby certify that the above information is true and correct. I agree to occur in factors affecting my coverage during any of my present and fute Signature of Owner or Authorized Representative					
	Title	Date				