

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #4508**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on February 2, 2012. LOCATION: BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

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

LITTLE LAKE JACK PINE (11-004-12-01) / T49N, R34W, SEC. 09, S1/2SE, SESE.

T49N, R34W, SEC. 16, E1/2NW, NE1/4, N1/2SE, NESW.

Baraga County, Advertised Price \$44,177.30, 80.0 Acres

SALE NOTE: 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.

FRED SAID HARDWOODS (11-007-12-01) / T49N, R32W, SEC. 02, SWSE, SENE, NESE.

T49N, R32W, SEC. 11, NWNE.

Baraga County, Advertised Price \$7,811.62, 50.0 Acres

SALE NOTE: 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.

KING HDWD (11-011-12-01) / T48N, R33W, SEC. 21, SE1/4.

T48N, R33W, SEC. 22, S1/2SW; SWSE.

T48N, R33W, SEC. 27, NWNE.

Baraga County, Advertised Price \$21,720.20, 118.0 Acres

SALE NOTE: 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.

MAKIS MIX (11-017-12-01) / T53N, R32W, SEC. 04, N1/2NW, SENW, N1/2NE.

T54N, R32W, SEC. 33, SWSE.

Houghton County, Advertised Price \$20,254.10, 65.0 Acres

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

MONTREAL 1 & 2 (11-021-11-01) / T58N, R28W, SEC. 21, S1/2,SW.

Keweenaw County, Advertised Price \$14,539.00, 74.0 Acres

SALE NOTE: 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.

#### BID INSTRUCTIONS (VER. 10/20/2011):

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

Bids must be received by the Unit Manager, BARAGA OFFICE, 427 US 41 NORTH, BARAGA, MI 49908, no later than 9:00 a.m. (local time) on February 2, 2012. For further information concerning this sale, contact Don Mankee at 906-353-6651.

#### 2. Bidder's Qualifications (6/11)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

#### 3. Preparation of Sealed Bids (1/11)

Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

#### 4. Submission of Sealed Bids (6/11)

Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

#### 5. Public Opening of Sealed Bids (1/11)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

#### 6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

#### 7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

#### 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

#### 9. Timber Sale Contract (1/11)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/dnr. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

#### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (1/11)

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

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

#### 11. Certification and Chain-of-Custody (10/11)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC Pure and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

RODNEY STOKES
Director

#### TIMBER SALE INFORMATION

#### LITTLE LAKE JACK PINE (11-004-12-01)

T49N, R34W, SEC. 09; T49N, R34W, SEC. 16.

Baraga County (Advertised Price \$44,177.30)

SALE NOTE: 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.

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

PRODUCTS & SPECIES ESTIMATED UNITS\* ADVERTISED PRICE

Pulpwood

Jack Pine 1,439.00 Cords \$ 30.70 / Cord

#### **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 must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

PERCENT OF TOTAL SALE VALUE

01 02 51% 49%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2013.

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.17 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### Sale Specific Conditions & Requirements

Sale Name: Little Lake Jack Pine Sale Number: 11-004-12-01

#### 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 are marked with red paint. Exterior sale boundary lines against private are marked with blue paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization except Red Pine, White Pine, Hemlock, Paper Birch or Red Oak.

#### 2.2 - Utilization

#### 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 4 inches for all trees. This is in order to facilitate planting operations.

#### 2.2.8 - Utilization and removal (2/11)

All products meeting standards set forth in 2.2 Utilization must be removed from the sale area. Chips shall not be stored on site.

#### 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.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to 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 (6/11)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - 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.

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

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

#### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area 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

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

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 11/1 to 5/1. This restriction is for Kirtland's Warbler habitat protection and Wildlife Refuge closure period.

#### 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.

#### 5.2.3.6 - 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.

#### 5.2.32 - Decking/landing restoration (9/11)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure 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.

#### 5.8 - Protection of Endangered Species

#### 5.8.2 - Kirtland's warbler (2) (9/10)

Payment Units 1 and 2 are adjacent to a young jack pine stand which is being used by an endangered species (Kirtland's Warbler). Due to the close proximity to occupied Kirtland's Warbler habitat, all operations are confined to October 1 through May 1 for this sale. for these Payment Units. Absolutely no operations will be allowed the remainder of the year.

Section Name: Sale Specific Current as of 12/27/2011 2:02:51PM



#### 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 2012

Forest Management Unit County Date Page Mapped By KENTNER BARAGA BARAGA 7/28/2011 Cruised By BARAGA STAFF Township Range Section(s) and Subdivision(s) Scale: |...4 inches......| = 1 mile Sec 9-S1/2SE, SESW; Sec 1-E1/2NW, NE1/4, N1/2SE, NESW 49N 34W **Cover Type** Density V = Bog or Marsh W = White Pine P = Lowland Poplar A = Aspen H = Hemlock 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr 1 = Seedling Sapling Poor 6 = Pole Timber Well L = Lowland Brush M = Mpl, Bch, Brch C = Cedar R = Red Pine 7 = Saw Timber Poor X = Non Stocked 2 = Seedling Sapling Medium E = Swamp Hdwoods 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 U = Upland Brush G = Grass O = OakLegend Road Moods road LITTLE LAKE JACKPINE 80 Acres **BARAGA COUNTY** UNIT 2 TOTALS **ACRES** 34 46 80 PULPWOOD CDS JACKPINE 712 1439 727 TI BA 5 60 RED V U I 60 UNIT

#### TIMBER SALE INFORMATION

#### FRED SAID HARDWOODS (11-007-12-01)

T49N, R32W, SEC. 02; T49N, R32W, SEC. 11.

Baraga County (Advertised Price \$7,811.62)

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>AD\</u>	ADVERTISED PRICE		
Sawlogs					
Sugar Maple	10.10 MBF	\$	362.00 / MBF		
Pulpwood					
Mixed Hardwood	263.00 Cords	\$	13.85 / Cord		

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$512.87:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Black Cherry	2.10 MBF	\$	109.89 / MBF
Red Maple	0.90 MBF	\$	95.00 / MBF
W. Spruce	2.30 MBF	\$	25.00 / MBF
Yellow Birch	0.10 MBF	\$	151.00 / MBF
Pulpwood			
Mixed Softwood	8.00 Cords	\$	15.50 / Cord

<sup>\*</sup> The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$700.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

#### Sale Specific Conditions & Requirements

#### Sale Name: Fred Said Hardwoods Sale Number: 11-007-12-01

#### 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. 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, 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 (2/11)

Skidding of unlimbed tops is not permissible in unit 1.

#### 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 (2/11)

All products meeting standards set forth in 2.2 Utilization must be removed from the sale area. Chips shall not be stored on site.

#### 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

#### 4.1.3 - 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 (9/11)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. 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 for state owned land.

#### 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 (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. 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

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

Permission for access across private land 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.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference 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 (6/11)

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

#### 5.2 - Conduct of Operations

#### 5.2.3 - Operating Restrictions

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

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

#### 5.2.30 - Landing/road top soil protection (9/10)

Top soil on landings and new roads must removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. 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 Current as of 12/29/2011 9:06:26AM

49N

32W

K To Herman

#### 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.

Sec 2 - SENE, NESE, SWSE; Sec 11 - NWNE

Sale Number

11-007

Year 2012

Forest Management Unit County Date Page Mapped By Mittlestat of Baraga Baraga 11/7/11 Cruised By Baraga Staff Township Range Section(s) and Subdivision(s) Scale: |...4 inches......| = 1 mile

**Cover Type** Density A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh 5 = Pole Timber Medium 0 = Non Stocked B = Paper Birch Q = Mixed Swamp Cnfr R = Red Pine J = Jack Pine W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar L = Lowland Brush 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 O = Oak U = Upland Brush FRED SAID HARDWOODS 50 Acres **BARAGA COUNTY** UNIT **ACRES** 50 SAWLOGS MBF LØ SUGAR MAPLE 10.1 **RED MAPLE** 0.9 YELLOW BIRCH 0.1 WHITE SPRUCE 2.3 **BLACK CHERRY** 2.1 PULPWOOD CDS MIXED SOFTWOOD MIXED HARDWOOD 263 P.U.T. Legend (1) Survey Corner woods Road LØ unit Number

#### TIMBER SALE INFORMATION

#### KING HDWD (11-011-12-01)

T48N, R33W, SEC. 21; T48N, R33W, SEC. 22; T48N, R33W, SEC. 27.

Baraga County (Advertised Price \$21,720.20)

SALE NOTE: 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.

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Sugar Maple	5.10 MBF	\$	389.00 / MBF
Pulpwood			
Mixed Hardwood	746.00 Cords	\$	13.30 / Cord
Mixed Softwood	160.00 Cords	\$	14.80 / Cord
Paper Birch	126.00 Cords	\$	18.40 / Cord
Q. Aspen	209.00 Cords	\$	17.60 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,449.70:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Paper Birch	8.80 MBF	\$	50.00 / MBF
Red Maple	5.60 MBF	\$	102.00 / MBF
Red Oak	0.80 MBF	\$	216.00 / MBF
W. Spruce	6.40 MBF	\$	25.00 / MBF
Yellow Birch	0.70 MBF	\$	151.00 / MBF

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.70 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of **\$2,100.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

01

02

PERCENT OF TOTAL SALE VALUE

32%
68%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2015.

#### Sale Specific Conditions & Requirements

Sale Name: King Hdwd Sale Number: 11-011-12-01

#### 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 and marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except Cedar, Red Pine, White Pine, Red Oak, Elm and Hemlock.

#### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 2, cut all trees which meet minimum piece specifications in 2.2 Utilization except species: red oak, red pine, white pine, hemlock, cedar or elm. Special protection trees identified in accordance with condition 3.4.2, 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, 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 (2/11)

Skidding of unlimbed tops or skidding of tree lengths greater than 26 feet is not permissible in unit 1.

#### 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 (2/11)

All products meeting standards set forth in 2.2 Utilization must be removed from the sale area. Chips are considered a product and cannot be piled on site.

#### 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.

#### 3.4.2 - Special Protection Trees (8/11)

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

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.1 - Stream crossings, general (3/11)

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 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 (9/11)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. 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 for on state land.

#### 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 (10/11)

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 of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. 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 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.

#### 5 - Operations

#### 5.1 - Notification

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - 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.

#### 5.2.1.8 - 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.

#### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area 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

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

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 7/15 to 3/31. This restriction is due to road restrictions and bark slip.

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

Within Payment Unit(s) 1 and 2, unless changed by written agreement, all clean up activities are to be completed by 7/15. This restriction is to let the area revegetate before the dry season.

#### 5.2.30 - Landing/road top soil protection (9/10)

Top soil on landings and new roads must removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per instructions of the sale administrator.

#### 5.2.32 - Decking/landing restoration (9/11)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure 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.

Section Name: Sale Specific Current as of 12/27/2011 3:48:10PM

#### миспідал Department от матигаі Resources - Forest, Mineral & Fire Management Sale Number Year TIMBER SALE MAP This information provided by authority of Part 525 of Act 451, PA 1994, as amended. 11-011 12 Forest Management Unit Date Page of Mapped By Mittlestat Baraga Baraga 11/01/2011 Cruised By Baraga Staff Township Range Section(s) and Subdivision(s) Scale: 4" = 1 mile 48N 33W 21, 22, 27 (see map) Cover Type Density P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine A = Aspen H = Hemlock V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch J = Jack Pine 6 = Pole Timber Well W = White Pine 1 = Seedling Sapling Poor C = Cedar L = Lowland Brush X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce 3 = Seedling Sapling Well Z = Water 8 = Saw Timber Medium F = Spruce Fir N = Marsh T = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well G = Grass O = Oak U = Upland Brush to us 3 miles W.28 MG 019 A Sunky Corner MG P.- V.- 7 County Gravel Road Woods Road Ral Road Grace Gas Pipeline A3 EA Bridge LØ A3 MB F6 King Hdwd Red 118 Acres **BARAGA COUNTY** F6 2 TOTALS UNIT LØ ACRES 61 57 A6 SAWLOGS MBF SUGAR MAPLE 1.4 5.1 3.7 Blue RED MAPLE 2.4 3.2 5.6 YELLOW BIRCH 0.0 0.7 0.7 RED OAK 0.8 00 0.8

DD4000 45 /D-.. 00/04

PAPER BIRCH

PAPER BIRCH

MIXED SOFTWOOD

MIXED HARDWOOD

Q ASPEN

WHITE SPRUCE

2.4

0.6

0.0

21

12

325

**PULPWOOD** 

6.4

5.8

126.0

188

148

421

CDS

8.8

6.4

126.0

209

160

746

#### TIMBER SALE INFORMATION

#### MAKIS MIX (11-017-12-01)

T53N, R32W, SEC. 04; T54N, R32W, SEC. 33.

Houghton County (Advertised Price \$20,254.10)

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE		
Pulpwood					
Black Spruce	424.00 Cords	\$	22.95 / Cord		
Mixed Hardwood	301.00 Cords	\$	13.30 / Cord		
Mixed Softwood	287.00 Cords	\$	14.85 / Cord		

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,258.05:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Paper Birch	0.60 MBF	\$	50.00 / MBF
Red Maple	6.90 MBF	\$	102.00 / MBF
Sugar Maple	0.20 MBF	\$	389.00 / MBF
W. Spruce	3.20 MBF	\$	25.00 / MBF
Yellow Birch	0.10 MBF	\$	151.00 / MBF
Pulpwood			
Q. Aspen	77.00 Cords	\$	17.55 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.10 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$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 must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER
01
89%
02
11%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2015.

#### Sale Specific Conditions & Requirements

Sale Name: Makis Mix Sale Number: 11-017-12-01

#### 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 and marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantabilityexcept Cedar, White Pine and Hemlock. Also, do not cut any Red Oak if present.

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

Within Payment Unit(s) 2, all trees 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 SOFTWOOD PULP includes Balsam Fir, White Spruce and Tamarack. MIXED HARDWOOD PULP includes Sugar Maple, Red Maple, Yellow Birch and Paper Birch.

#### 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 (2/11)

Skidding of unlimbed tops or skidding of tree lengths greater than 26 feet is not permissible in unit 1.

#### 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 (2/11)

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 (3/11)

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.

#### 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 (9/11)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. 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 for state owned lands.

#### 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 (10/11)

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 of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. 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 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 (3/11)

Permission for access across private land 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. For access through the road along the west line of section 4 contact Harvey Hoyum 906-523-4272. For access through the SWNW of Sec 4 contact Ed Maki 906-369-0064.

#### 5 - Operations

#### 5.1 - Notification

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

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

#### 5.1.6 - Utility R.O.W. (10/08)

It is the responsibility of the purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - Slash Removal

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

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

#### 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.

#### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit(s) 1 and 2 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

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

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to a period of 1/1 to 10/31. Within Payment unit 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 7/15 - 11/1 and 1/1 - 3/15. This restriction is due to road restrictions, ground freeze up and bark slip.

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

Within Payment Unit(s) 1 and 2, unless changed by written agreement, all clean up activities are to be completed by 7/15. This restriction is to let the area revegetate before the dry season.

#### 5.2.30 - Landing/road top soil protection (9/10)

Top soil on landings and new roads must removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per instructions of the sale administrator.

#### 5.2.32 - Decking/landing restoration (9/11)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure 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.

Section Name: Sale Specific Current as of 12/14/2011 10:59:51AM



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

Sale Number Year 2012 11-017

TIMBER SALE MAP This information provided by authority of Part 525 of Act 451, PA 1994, as amended. Forest Management Unit County Date Page Mapped By Carlson of Baraga Houghton 11/7/11 Cruised By Carlson Township Range Section(s) and Subdivision(s) Scale: | ... 4 inches ...... | = 1 mile 53N AND 54N 32W See Map **Cover Type** Density V = Bog or Marsh W = White Pine A = Aspen H = Hemlock P = Lowland Poplar 0 = Non Stocked 5 = Pole Timber Medium 6 = Pole Timber Well B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 7 = Saw Timber Poor E = Swamp Hdwoods M = Mpl, Bch, Brch N = Marsh S = Black Spruce Z = Water 8 = Saw Timber Medium F = Spruce Fir T = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well G = Grass O = Oak U = Upland Brush LEGEND 1- Survey Corner County ROAD + 600d Forest ROAD Poor Forest Road ection HARVEST Area LO F6 learcut HARVEST Area T54N T53N LAKE SUPERIOR Property LNE 15:12 THE ROAD Maki's Mix 65 Acres C6 GATE 11 HOUGHTON COUNTY UNIT 2 TOTALS 1 **ACRES** 45 20 65 SAWLOGS MBF SUGAR MAPLE 0.0 0.2 0.2 **RED MAPLE** 6.9 5.4 1.5 YELLOW BIRCH 0.0 0.1 0.1 ROC PAPER BIRCH 0.4 0.2 0.6 WHITE SPRUCE 2.5 0.7 3.2 RED PULPWOOD CDS Q ASPEN 75.0 2.0 77 SAND STONE RD **BLACK SPRUCE** 424 0 424 MIXED SOFTWOOD 256 31 287 MIXED HARDWOOD 193 108 301

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

#### TIMBER SALE INFORMATION

#### MONTREAL 1 & 2 (11-021-11-01)

T58N, R28W, SEC. 21.

Keweenaw County (Advertised Price \$14,539.00)

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		VERTISED PRICE	
Sawlogs				
Sugar Maple	25.10 MBF	\$	233.00 / MBF	
Pulpwood				
Mixed Hardwood	1,031.00 Cords	\$	8.00 / Cord	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$442.70:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE		
Sawlogs					
Red Maple	3.70 MBF	\$	61.00 / MBF		
Red Oak	0.30 MBF	\$	130.00 / MBF		
Pulpwood					
Mixed Softwood	20.00 Cords	\$	8.90 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.68 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of **\$1,400.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE 01 56%

02 44%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

#### Sale Specific Conditions & Requirements

Sale Name: Montreal 1 & 2 Sale Number: 11-021-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by blue and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with yellow paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut painted boundary line Red Oak trees unless 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

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) 1 and 2, cut all trees that are two 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 Pine, unmarked Red Oak, Cedar Yellow Birch 24" DBH and Larger and all balsam and Spruce 8" DBH and smaller.

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

Within Payment Unit(s) 1 and 2, all 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 All orange painted trees, except orange painted Red Oak, shall be disregarded and harvest trees shall be cut as designated 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.

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

Skidding of unlimbed tops is not permissible in unit 1 and 2.

#### 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 (2/11)

All products meeting standards set forth in 2.2 Utilization must be removed from the sale area. Chips shall not be stored on site.

#### 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 (3/11)

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 state 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 (3/11)

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 for state land.

#### 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 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 (3/11)

Permission for access across private land 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.

#### 4.4.4 - Restricted access (10/05)

This sale is adjacent to other state sales. Purchaser of this sale cannot block access to adjacent sales if that purchaser choses

to access their sale through this sale. If this happens a new road will need to be constructed and all timber harvested to build the road will be cut and left for the original purchaser.

#### 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 (6/11)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - 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 Units 1 and 2 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

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

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 15 to March 31. This restriction is due to bark slip season and seasonal road restrictions.

#### 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 (9/10)

Top soil on landings and new roads must removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. 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 Current as of 12/27/2011 3:39:56PM



#### 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.

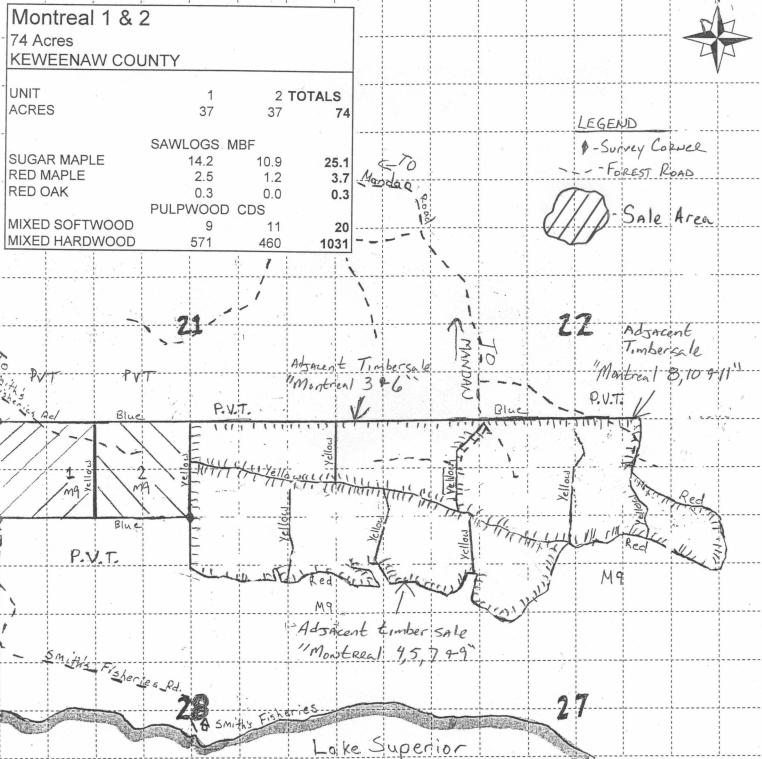
Sale Number 11-021

Year 2011

Date Page Forest Management Unit County Mapped By CARLSON 9/14/2011 BARAGA KEWEENAW BARAGA STAFF Cruised By Township Section(s) and Subdivision(s)

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

Range 58N 28W SEC 21 - S1/2SW **Density Cover Type** P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium A = Aspen H = Hemlock 6 = Pole Timber Well B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor 8 = Saw Timber Medium E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 3 = Seedling Sapling Well T = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir N = Marsh U = Upland Brush G = Grass O = Oak Montreal 1 & 2



PRODUCTS & SPECIES

Pulpwood Jack Pine

#### **BID FORM**

BARAGA MANAGEMENT UNIT BARAGA OFFICE

### LITTLE LAKE JACK PINE (11-004-12-01) T49N, R34W, SEC. 09; T49N, R34W, SEC. 16, Baraga County

ADVERTISED PRICE

30.70 / Cord

In response to the notice of sale to be held 9:00 a.m. (local time) on February 2, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

\* The total volume is statistically estimated within plus (+) or minus (-) 13.17 percent. The estimated units are final and not subject to adjustment.

ESTIMATED UNITS\*

1,439.00 Cords

Prospecti	ve bidders are urge	ed to examine this	timber and to m	ake their own estima	tes of quantity	and quality.	
understar	•	n and awarding a		•		e bid or the bid form r nd ability to complete	
		idual bidding:		AL SECURITY NUME			
	City:		State:	Zip:			
IF AVAILA	ABLE, PLEASE PL	ACE THE PERSO	NALIZED LABE	L FROM YOUR PRO	SPECTUS IN	THE ABOVE BOX.	
Individual	or company repres	sentative's signatu	re:			_ Date:	 _

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



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WO	RKER'S DISABIL	ITY COMPEN	ISATION ACT COMPLIANCE			
•	This verification must be completed and sale contract.	submitted within 2	1 days of contra	act award and prior to the issuance of the timber			
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed except for written signatures.						
Ple	ease Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation	check <u>one</u> of the	boxes below):				
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract</li> </ul>						
3.	C.  I certify that my business has a Wordays of the contract award.	rker's Compensatio	n Policy. I will p	provide an original Certificate of Insurance within 21 both full-time and part-time employees, other ou must enter "0").			
	Full-time Er	mployees		Part-time Employees			
Nan	ne of Business		Federal ID (or) Se	Social Security No.			
Add	ress		Telephone ( )				
City		State	ZIP				
occ	ereby certify that the above information is our in factors affecting my coverage during Signature of Owner or Authorized Representative			otify the Michigan DNRE of any changes that operations.			

Date

PRODUCTS & SPECIES

Sawlogs

#### **BID FORM**

### FRED SAID HARDWOODS (11-007-12-01) T49N, R32W, SEC. 02; T49N, R32W, SEC. 11, Baraga County

ADVERTISED PRICE

In response to the notice of sale to be held 9:00 a.m. (local time) on February 2, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

ESTIMATED UNITS\*

Sugar Maple	10.10	MBF	\$	362.00 / MBF	\$	/ MBF	
Pulpwood							
Mixed Hardwood	263.00	Cords	\$	13.85 / Cord	\$	/ Cord	
In addition, the successful bidder agrees	to purchase	the following	species at t	he indicated advertis	ed price for a t	total value of \$512.87 :	
PRODUCTS & SPECIES	ESTIMATE	O UNITS*	<u>AD\</u>	/ERTISED PRICE			
Sawlogs							
Black Cherry		MBF	\$	109.89 / MBF			
Red Maple		MBF	\$	95.00 / MBF			
W. Spruce		MBF	\$	25.00 / MBF			
Yellow Birch	0.10	MBF	\$	151.00 / MBF			
Pulpwood Mixed Coffwood	0.00	Canda	•	15 50 / Card			
Mixed Softwood	8.00	Cords	\$	15.50 / Cord			
I understand that any or all bids may be understand that consideration and award equipment and staffing subject to my cor	ling a contract	t will be bas	ed upon my	past performance an	d ability to con	nplete the contract base	
FEDERAL ID:		or SOCIAL S	SECURITY N	IUMBER:			
Company or individual bidding	J:						
Company representative's nar	me:						
Address:							
City:	State	:	Zip:				
IF AVAILABLE, PLEASE PLACE THE P	ERSONALIZI	ED LABEL F	ROM YOUR	PROSPECTUS IN T	HE ABOVE B	OX.	
Individual or company representative's s	ignature:				Date:		
Phone number :	<u> </u>		nail (optional				_



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

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

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber 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.

	days of the contract award and prior to the issu						
•	All Information must be typed or printed excep	t for written si	ignatures.				
Ple	ease Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation						
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.</li></ul>						
3.	If you have checked item 2(A) or 2(B), you methan yourself, including family members andFull-time Employ	active partne	the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").  Part-time Employees				
Nam	me of Business		Federal ID (or) Social Security No.				
Add	dress		Telephone ( )				
City	State	ξ	ZIP				
000	ereby certify that the above information is true cur in factors affecting my coverage during any Signature of Owner or Authorized Representative		I agree to notify the Michigan DNRE of any changes that ent and future operations.				
7	Title		Date				

#### **BID FORM**

#### KING HDWD (11-011-12-01)

T48N, R33W, SEC. 21; T48N, R33W, SEC. 22; T48N, R33W, SEC. 27, Baraga County

In response to the notice of sale to be held 9:00 a.m. (local time) on February 2, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Sawlogs			
Sugar Maple	5.10 MBF	\$ 389.00 / MBF	\$ / MBF
Pulpwood			
Mixed Hardwood	746.00 Cords	\$ 13.30 / Cord	\$ / Cord
Mixed Softwood	160.00 Cords	\$ 14.80 / Cord	\$ / Cord
Paper Birch	126.00 Cords	\$ 18.40 / Cord	\$ / Cord
Q. Aspen	209.00 Cords	\$ 17.60 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,449.70:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD'	ADVERTISED PRICE		
Sawlogs	· · · · · · · · · · · · · · · · · · ·				
Paper Birch	8.80 MBF	\$	50.00 / MBF		
Red Maple	5.60 MBF	\$	102.00 / MBF		
Red Oak	0.80 MBF	\$	216.00 / MBF		
W. Spruce	6.40 MBF	\$	25.00 / MBF		
Yellow Birch	0.70 MBF	\$	151.00 / MBF		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.70 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
F AVAIL	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual	dual or company representative's signature: Date:						
Phone number : Email (optional):							

FEDERAL ID: - or SOCIAL SECURITY NUMBER: - -



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WOR	RKER'S DISABIL	ITY 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 e	xcept for written si	gnatures.					
Ple	ease Check Appropriate Categories:							
1.	My business is organized as (you <b>must</b> A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation	check <u>one</u> of the	poxes below):					
2.	Worker's Compensation Laws.  B. I certify that my business has satis Notice of Exclusion (BWC-337, Rev award. (For questions or a copy of tl C. I certify that my business has a Wordays of the contract award.	proprietorship and it fied its obligation to . 5/96). I will provid the BWC-337, pleas ker's Compensation ou <b>must</b> indicate	has no employees but the sole proprietor. I am not subject to the of the Worker's Compensation Act through the use of an approved de a copy of the Notice of Exclusion within 21 days of the contract e call the Worker's Compensation Bureau at 517-322-1195). In Policy. I will provide an original Certificate of Insurance within 21 the number of <b>both</b> full-time and part-time employees, other are (if none, you must enter "0").					
	Full-time En	nployees	Part-time Employees					
Nam	ne of Business		Federal ID (or) Social Security No.					
Address			Telephone ( )					
City State			ZIP					
	hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.							
5	Signature of Owner or Authorized Representative							

Date

#### **BID FORM**

### MAKIS MIX (11-017-12-01) T53N, R32W, SEC. 04; T54N, R32W, SEC. 33, Houghton County

In response to the notice of sale to be held 9:00 a.m. (local time) on February 2, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED UNITS*	А	DVERTISED PRICE	
Pulpwood				
Black Spruce	424.00 Cords	\$	22.95 / Cord	\$ / Cord
Mixed Hardwood	301.00 Cords	\$	13.30 / Cord	\$ / Cord
Mixed Softwood	287.00 Cords	\$	14.85 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,258.05:

PRODUCTS & SPECIES	<b>ESTIMATED</b>	UNITS*	ADVERTISED PRICE	
Sawlogs				
Paper Birch	0.60	MBF	\$	50.00 / MBF
Red Maple	6.90	MBF	\$	102.00 / MBF
Sugar Maple	0.20	MBF	\$	389.00 / MBF
W. Spruce	3.20	MBF	\$	25.00 / MBF
Yellow Birch	0.10	MBF	\$	151.00 / MBF
Pulpwood				
Q. Aspen	77.00	Cords	\$	17.55 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.10 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOCIAL SE	CURITY NUMBER:					
	Company or individual bidding:							
	Company representative's name:							
	Address:							
	City:	_ State:	Zip:					
F AVAIL	ABLE, PLEASE PLACE THE PERSO	ONALIZED LABEL FRO	OM YOUR PROSPECTUS IN	THE ABOVE BOX.				
ndividual	dual or company representative's signature: Date:							
Phone nu	ımber :	Emai	l (optional):					



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

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

This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
 In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.

•	All Information must be typed or printed except for written signatures.								
Ple	ease Check Appropriate Categories:								
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A.   Sole Proprietorship (individual)</li> <li>B.   Partnership</li> <li>C.   Corporation</li> </ul>								
2.	<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.	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0") Full-time Employees Part-time Employees								
Nam	ne of Business	Federal ID (or) Social Security No.							
Addr	ress	Telephone ( )							
City	State	ZIP							
000	hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative								
Т	Title	Date							

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

### MONTREAL 1 & 2 (11-021-11-01) T58N, R28W, SEC. 21, Keweenaw County

In response to the notice of sale to be held 9:00 a.m. (local time) on February 2, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

	TS & SPECIES	<b>ESTIMATE</b>	D UNITS*	ADV	ERTISED PRICE		
Sawlogs	Manda	05.40	MDE	_	000 00 / MDE	Φ.	/ MDE
Suga	ır Maple	25.10	MBF	\$	233.00 / MBF	\$	/ MBF
•	d Hardwood	1,031.00	Cords	\$	8.00 / Cord	\$	/ Cord
In addition	n, the successful bidder agrees	to purchase	the following specie	s at th	e indicated advertise	d price for a to	otal value of \$442.70 :
	TS & SPECIES	<u>ESTIMATEI</u>	<u>D UNITS*</u>	ADV	ERTISED PRICE		
Sawlogs		0.70	MDE	_	04.00 / MDE		
	Maple		MBF	\$	61.00 / MBF		
Red (	···	0.30	MBF	\$	130.00 / MBF		
Pulpwood Mixed	d Softwood	20.00	Cords	\$	8.90 / Cord		
Prospective I understa understan	Il volume is statistically estimative bidders are urged to examinand that any or all bids may be and that consideration and award and staffing subject to my control of the	e this timber rejected. All ding a contrac	and to make their o	wn est	imates of quantity an all bid items must be l	d quality. oid or the bid fo	orm may be rejected. I also
	FEDERAL ID:		or SOCIAL SECUR	ITY N	JMBER:		
	Company or individual bidding	g:					
	Company representative's na	me:					
	Address:						
	City:						
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.							
Individual	or company representative's s	ignature:				Date:	
Dhone nu	mher ·		Email (on	tional)			



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber 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 <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>
2	<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-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").
	Full-time EmployeesPart-time Employees
Na	ame of Business Federal ID (or) Social Security No.
Ad	Telephone ( )
Ci	State 7ID

PR 4031-5 (Rev. 08/23/2010)

Date

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that

occur in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title