



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #4673**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on June 29, 2012.

LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 STATE HWY M-123, NEWBERRY, MI 49868.

PROSPECTUS NOTE: All sales on this prospectus contain timber that was damaged by the Duck Lake fire. In an effort to allow salvage work to begin as quickly as possible, the bid opening date is less than a week away on June 29, @ 10:00 AM.

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

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

DUCK LAKE SALVAGE #9 (42-032-12-01) / T49N, R09W, SEC. 08, SE1/4; SEC 9 - ENTIRE SECTION.

T49N, R09W, SEC. 10, W1/2 OF SECTION.

T49N, R09W, SEC. 15, NWNW; SEC 16 - N1/2N1/2.

T49N, R09W, SEC. 17, NENE.

Luce County, Advertised Price \$5,576.00, 937.0 Acres

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

DUCK LAKE SALVAGE #10 (42-033-12-01) / T49N, R09W, SEC. 09, NENE.

T49N, R09W, SEC. 10, ENTIRE SECTION.

T49N, R09W, SEC. 11, W1/2 OF SECTION.

T49N, R09W, SEC. 15, NWNE, NENW.

Luce County, Advertised Price \$4,003.00, 659.0 Acres

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

DUCK LAKE SALVAGE #11 (42-034-12-01) / T49N, R09W, SEC. 15, NW1/4, NWNE.

T49N, R09W, SEC. 16, W1/2, NWSE, NE1/4.

T49N, R09W, SEC. 17, E1/2, SW1/4, S1/2 NW1/4.

Luce County, Advertised Price \$2,806.00, 776.0 Acres

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

DUCK LAKE SALVAGE #16 (42-039-12-01) / T49N, R09W, SEC. 01, SW 1/4, SE 1/4, SWNE..

T49N, R09W, SEC. 12, NENW.

Luce County, Advertised Price \$1,162.00, 135.0 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.

## BID INSTRUCTIONS (VER. 02/13/2012):

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO BOX 428 5666 STATE HWY M-123, NEWBERRY, MI 49868, no later than 10:00 a.m. (local time) on June 29, 2012. For further information concerning this sale, contact Keith Magnusson at 906-293-3293 extension 4740.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 9. Timber Sale Contract (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](http://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

### DUCK LAKE SALVAGE #9 (42-032-12-01)

T49N, R09W, SEC. 08; T49N, R09W, SEC. 10; T49N, R09W, SEC. 15; T49N,  
R09W, SEC. 17.

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

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Mixed Pine	5,576.00 Cords	\$ 1.00 / Cord

\* 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 **\$1,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2013.

## Sale Specific Conditions & Requirements

Sale Name: Duck Lake Salvage #9 Sale Number: 42-032-12-01

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by County Road 423, County Road 414 and existing forest roads (see timber sale map). In addition there are areas designated as retention areas where no harvesting is to occur, these areas are defined by red paint (see timber sale map).

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 1, all trees that are scorched black or scorched where only brown needles/leaves remain are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. Do not cut any unmarked red pine, white pine or oak trees where more than 50% of the crown is green (if they exist). A majority of salvage timber is located in the 'Target Harvest Area' (see Timber Sale Map).

There is a minimal amount of merchantable salvage wood in the areas outside of the 'Target Harvest Area'. This wood was factored into the total sale volume however it is optional to harvest. There will be no deduction/refund if the wood is not harvested nor will there be a penalty for leaving it.

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

Note that the timber in this sale was burned in the Duck Lake Fire and much of it is charred. There may be some sawlog sized trees in the sale area but they were all considered pulp. Propositive bidders are encouraged to look at the sale and make their own assessments as to product merchantability. An additional note would be that the sale area is extremely dusty/dirty and may offer challenges to operators/equipment.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

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

If tops are chipped retain on site 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is because of the need to leave some woody debris/biomass in the site area.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 1 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

### 4 - Transportation

#### 4.1 - Construction

##### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps

must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

The following road maintenance is required: keep the road passable to general traffic. This may require routine dragging of the roads to level sand ruts/blowholes, this may take coordination between adjacent loggers working in the area as to share in the workload of maintenance. Other public and loggers may be using the same roads and they must be left in a drivable condition.

##### 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

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to discuss cutting specs, sale layout, slash disposal, ORV Trails, roads, dusty conditions, etc.

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

A post-sale conference on site between the Purchaser and sale administrator is required 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 existing forest roads.

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

No slash may exceed 24 inches in height.

##### 5.2.2 - Hazard Trees/Snags

###### 5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

##### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of any County Road.

##### 5.2.39 - ORV trail/route protection (1/09)

The Two Heart ORV trail is shown on the Timber Sale Map. Trees with orange ORV markers/orange paint can be cut above the markers/paint. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Minimize skidding across the trail as to not disturb the trail location.

##### 5.2.41 - Snowmobile trail protection (9/11)

There is a snowmobile trail in the sale area 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 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 during the snowmobile season.

#### 5.4 - Soil Protection

##### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage. They are fragile due to the burned over condition and lack of vegetation.

### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on County Roads 423 and 414 prior to beginning operations. The road must be posted at appropriate distances from areas where sale operations are occurring to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs. This may require coordination between loggers who may be using the same roads. In addition, trucks/vehicles should operate with lights on.

#### 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs. This may require coordination between loggers who may be using the same roads.

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

The Purchaser is responsible for posting and maintaining caution signs on Two Hearted ORV Trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs. This may require coordination between loggers who may be using the same roads.

### 7 - Other Conditions

#### 7.2 - Extensions

##### 7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

##### 7.2.3 - Salvage extension (6/12)

This is a salvage sale with a short contract length. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. The purpose of this free extension is to expedite the harvest of this sale. The free extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

#### 7.5 - Loss

##### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from the Duck Lake Fire as mentioned in spec 2.1.11. 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 MAP**

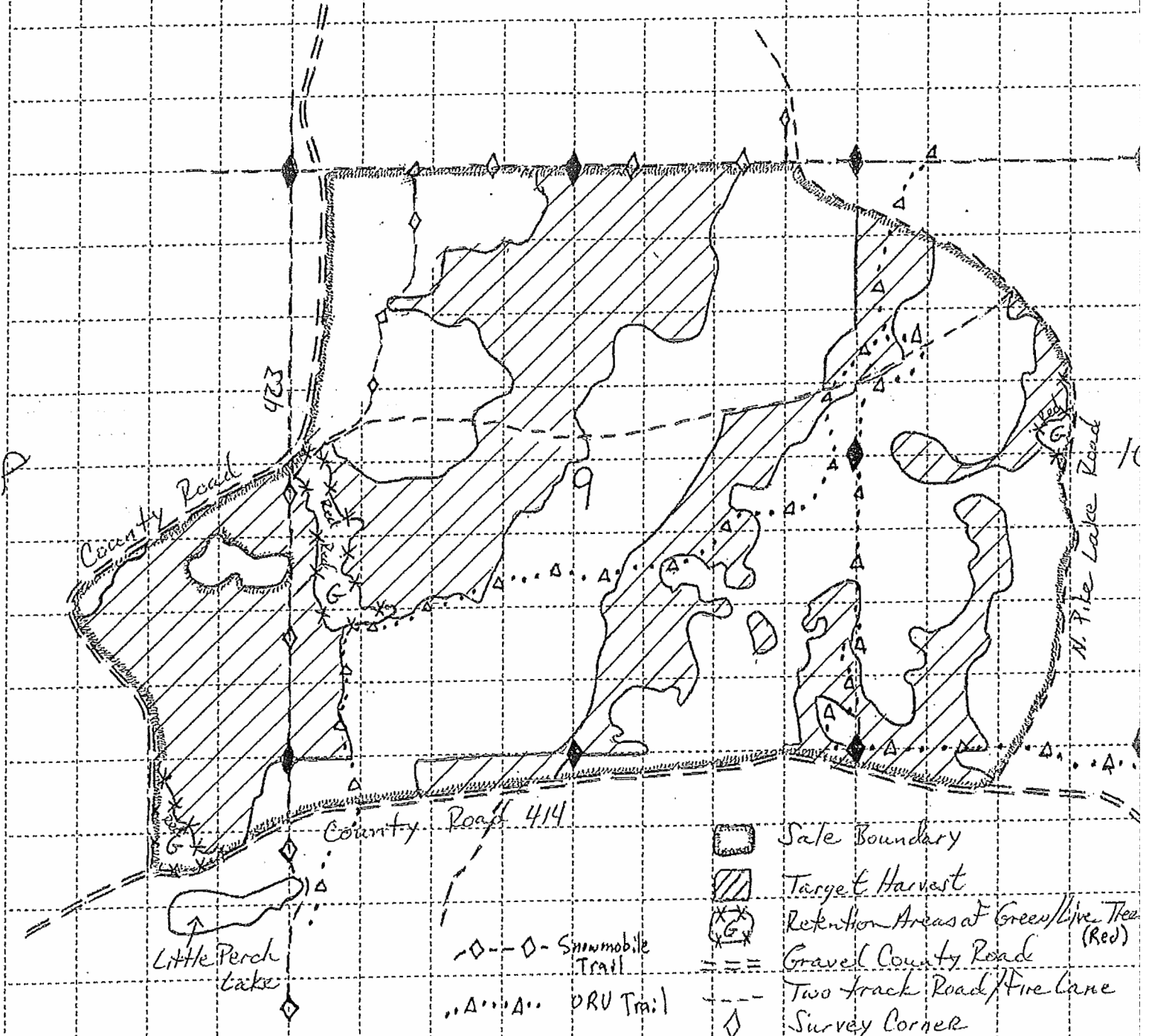
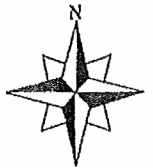
This information provided by authority of Part 525 of Act 461, PA 1994, as amended.

42-032-12-01

2012

Forest Management Unit Newberry		County Luce	Mapped By Cruised By	Payment Nby Unit Staff	Date 06/06/12	Page 1	of 1
Township 49N	Range 9W	Section(s) and Subdivision(s) 8 - SE 1/4; Sec 9 - Entire Section Sec 10 - W 1/2 of Section; Sec 17 - NENE; Sec 15 - NW 1/4; Sec 16 - N 1/2 N 1/2			Scale: 4 inch = 1 mile		
<b>Cover Type</b>				<b>Density</b>			
A = Aspen	G = Grass	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	2 = Seedling Sapling Medium	7 = Saw Timber Poor		
D = Tread Bog	L = Lowland Brush	R = Red Pine	X = Non Stocked	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl, Bch, Brch	S = Black Spruce	Z = Water	4 = Pole Timber Poor	9 = Saw Timber Well		
F = Spruce Fir	N = Marsh	T = Tamarack					

**Duck Lake Salvage #9**  
937 Total Acres  
394 Estimated Harvest Acres





# TIMBER SALE INFORMATION

## DUCK LAKE SALVAGE #10 (42-033-12-01)

T49N, R09W, SEC. 09; T49N, R09W, SEC. 10; T49N, R09W, SEC. 11; T49N,  
R09W, SEC. 15.

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

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Mixed Pine	4,003.00 Cords	\$ 1.00 / Cord

\* 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 **\$1,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2013.

## Sale Specific Conditions & Requirements

Sale Name: Duck Lake Salvage #10 Sale Number: 42-033-12-01

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by County Road 414, N. Pike Lake Road, existing forest roads and blue paint lines (see timber sale map). In addition there are areas designated as retention areas where no harvesting is to occur, these areas are defined by red paint (see timber sale map).

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 1, all trees that are scorched black or scorched where only brown needles/leaves remain are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. Do not cut any unmarked red pine, white pine or oak trees where more than 50% of the crown is green (if they exist). A majority of salvage timber is located in the 'Target Harvest Area' (see Timber Sale Map).

There is a minimal amount of merchantable salvage wood in the areas outside of the 'Target Harvest Area'. This wood was factored into the total sale volume however it is optional to harvest. There will be no deduction/refund if the wood is not harvested nor will there be a penalty for leaving it.

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

Note that the timber in this sale was burned in the Duck Lake Fire and much of it is charred. There may be some sawlog sized trees in the sale area but they were all considered pulp. Propositive bidders are encouraged to look at the sale and make their own assessments as to product merchantability. An additional note would be that the sale area is extremely dusty/dirty and may offer challenges to operators/equipment.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

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

If tops are chipped retain on site 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is because of the need to leave some woody debris/biomass in the site area.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 1 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

### 4 - Transportation

#### 4.1 - Construction

##### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps

must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

The following road maintenance is required: keep the road passable to general traffic. This may require routine dragging of the roads to level sand ruts/blowholes, this may take coordination between adjacent loggers working in the area as to share in the workload of maintenance. Other public and loggers may be using the same roads and they must be left in a drivable condition.

##### 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.

#### 4.4 - Access

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

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

### 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 to discuss cutting specs, sale layout, slash disposal, ORV Trails, roads, dusty conditions, etc.

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

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

#### 5.2 - Conduct of Operations

##### 5.2.1 - Slash

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

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

###### 5.2.1.2 - Slash Removal

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

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

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

No slash may exceed 24 inches in height.

##### 5.2.2 - Hazard Trees/Snags

###### 5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

##### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of any County Road.

##### 5.2.39 - ORV trail/route protection (1/09)

The Two Heart ORV trail is shown on the Timber Sale Map. Trees with orange ORV markers/orange paint can be cut above the markers/paint. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Minimize skidding across the trail as to not disturb the trail location.

##### 5.2.41 - Snowmobile trail protection (9/11)

There is a snowmobile trail adjacent to the sale area 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 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 during the snowmobile season.

## 5.4 - Soil Protection

### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage. They are fragile due to the burned over condition and lack of vegetation.

## 6 - Safety and Fire Prevention

### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on County Road 414 prior to beginning operations. The road must be posted at appropriate distances from areas where sale operations are occurring to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs. This may require coordination between loggers who may be using the same roads. In addition, trucks/vehicles should operate with lights on.

#### 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs. This may require coordination between loggers who may be using the same roads.

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

The Purchaser is responsible for posting and maintaining caution signs on Two Hearted ORV Trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs. This may require coordination between loggers who may be using the same roads.

## 7 - Other Conditions

### 7.2 - Extensions

#### 7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

#### 7.2.3 - Salvage extension (6/12)

This is a salvage sale with a short contract length. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. The purpose of this free extension is to expedite the harvest of this sale. The free extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from the Duck Lake Fire as mentioned in spec 2.1.11. 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.



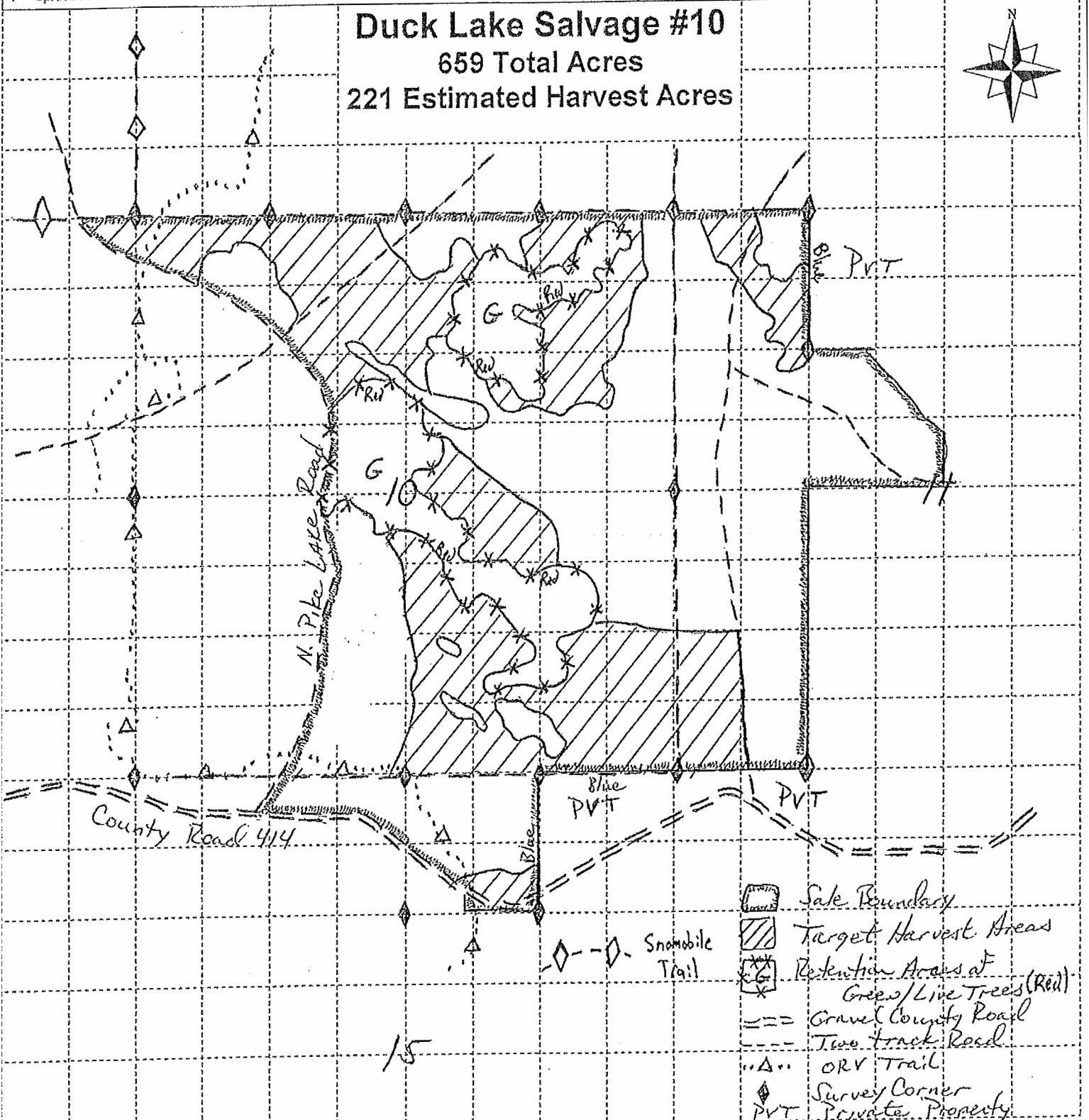
# TIMBER SALE MAP

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

42-033-12-01 | 2012

Forest Management Unit Newberry	County Luce	Mapped By Crused By	Payment Nby Unit Staff	Date 06/06/12	Page 1	of 1
Township 49N	Range 9W	Section(s) and Subdivision(s) Sec 9 - NENE; Sec 15 - NWNE, NENE Sec 10 - Entire Section; Sec 11 - W 1/2 of Section		Scale: 4 inch = 1 mile		

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







## TIMBER SALE INFORMATION

### DUCK LAKE SALVAGE #11 (42-034-12-01)

T49N, R09W, SEC. 15; T49N, R09W, SEC. 16; T49N, R09W, SEC. 17.

Luce County (Advertised Price \$2,806.00)

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

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Mixed Pine	2,806.00 Cords	\$ 1.00 / Cord

\* 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 **\$1,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2013.

## Sale Specific Conditions & Requirements

Sale Name: Duck Lake Salvage #11 Sale Number: 42-034-12-01

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by County Road 414, County Road 435, existing forest roads and red and blue paint lines (see timber sale map). In addition there are areas designated as retention areas where no harvesting is to occur, these areas are defined by red paint (see timber sale map).

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 1, all trees that are scorched black or scorched where only brown needles/leaves remain are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. Do not cut any unmarked red pine, white pine or oak trees where more than 50% of the crown is green (if they exist). A majority of salvage timber is located in the 'Target Harvest Area' (see Timber Sale Map).

There is a minimal amount of merchantable salvage wood in the areas outside of the 'Target Harvest Area'. This wood was factored into the total sale volume however it is optional to harvest. There will be no deduction/refund if the wood is not harvested nor will there be a penalty for leaving it.

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

Note that the timber in this sale was burned in the Duck Lake Fire and much of it is charred. There may be some sawlog sized trees in the sale area but they were all considered pulp. Propositive bidders are encouraged to look at the sale and make their own assessments as to product merchantability. An additional note would be that the sale area is extremely dusty/dirty and may offer challenges to operators/equipment.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

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

If tops are chipped retain on site 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is because of the need to leave some woody debris/biomass in the site area.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 1 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

### 4 - Transportation

#### 4.1 - Construction

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps

must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

The following road maintenance is required: keep the road passable to general traffic. This may require routine dragging of the roads to level sand ruts/blowholes, this may take coordination between adjacent loggers working in the area as to share in the workload of maintenance. Other public and loggers may be using the same roads and they must be left in a drivable condition.

##### 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

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to discuss cutting specs, sale layout, slash disposal, ORV Trails, roads, dusty conditions, etc.

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

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

#### 5.2 - Conduct of Operations

##### 5.2.1 - Slash

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

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

###### 5.2.1.2 - Slash Removal

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

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

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

No slash may exceed 24 inches in height.

##### 5.2.2 - Hazard Trees/Snags

###### 5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

##### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of any County Road.

##### 5.2.39 - ORV trail/route protection (1/09)

The Two Heart ORV trail is shown on the Timber Sale Map. Trees with orange ORV markers/orange paint can be cut above the markers/paint. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Minimize skidding across the trail as to not disturb the trail location.

##### 5.2.41 - Snowmobile trail protection (9/11)

There is a snowmobile trail in the sale area 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 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 during the snowmobile season.

#### 5.4 - Soil Protection

##### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage. They are fragile due to the burned over condition and lack of vegetation.

## **6 - Safety and Fire Prevention**

### **6.2 - Signing**

#### **6.2.1 - Road posting (9/09)**

The purchaser is responsible for posting and maintaining caution signs on County Roads 414 and 435 prior to beginning operations. The road must be posted at appropriate distances from areas where sale operations are occurring to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs. This may require coordination between loggers who may be using the same roads. In addition, trucks/vehicles should operate with lights on.

#### **6.2.2 - Snowmobile trail posting (8/09)**

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs. This may require coordination between loggers who may be using the same roads.

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

The Purchaser is responsible for posting and maintaining caution signs on Two Hearted ORV Trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs. This may require coordination between loggers who may be using the same roads.

## **7 - Other Conditions**

### **7.2 - Extensions**

#### **7.2.1 - One year extension (2/04)**

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

#### **7.2.3 - Salvage extension (6/12)**

This is a salvage sale with a short contract length. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. The purpose of this free extension is to expedite the harvest of this sale. The free extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

### **7.5 - Loss**

#### **7.5.1 - Deteriorating timber (7/09)**

The sale area has received damage from the Duck Lake Fire as mentioned in spec 2.1.11. 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 MAP

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

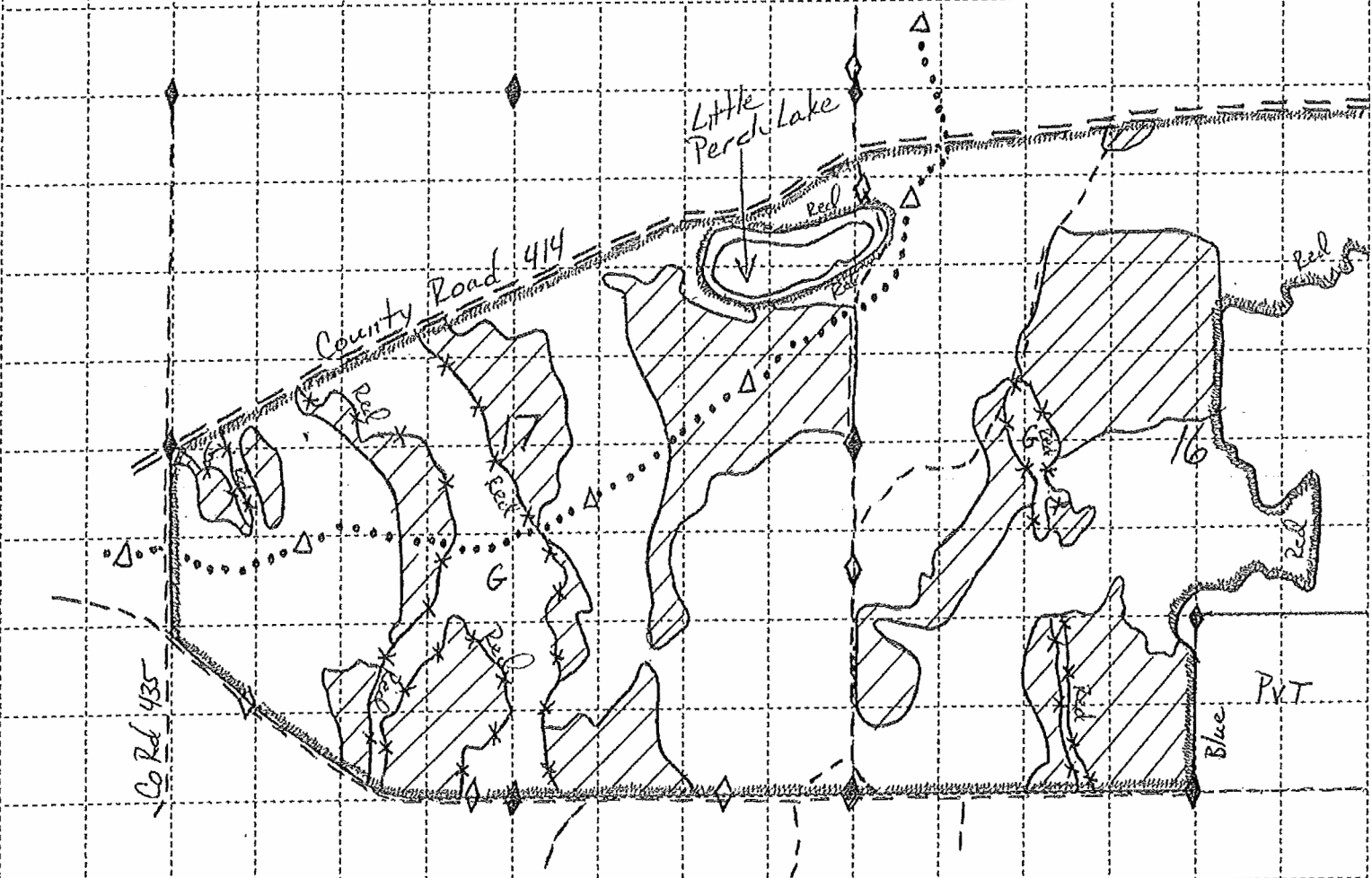
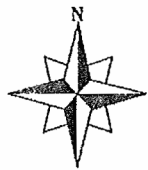
42-034-12-01

2012

Forest Management Unit Newberry	County Luce	Mapped By Tokar Cruised By DNR Staff	Date 06/14/12	Page of 1 2
Township 49N	Range 9W	Section(s) and Subdivision(s) Sec 17 - E 1/2, SW 1/4, S 1/2 NW 1/4 Sec 15 - NW 1/4, NW NE; Sec 16 - W 1/2, NW SE, NE 1/4	Scale: 4 inch = 1 mile	

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

**Duck Lake Salvage #11**  
**776 Total Acres**  
**228 Estimated Harvest Acres**  
 (pg 1 of 2)



- Sale Boundary
- Target Harvest Areas
- Retention Areas of Green/Live Trees
- Gravel County Road
- Two track Rd
- Snowmobile Trail
- ORV Trail
- Survey Corners
- PVT Private Property



# TIMBER SALE MAP

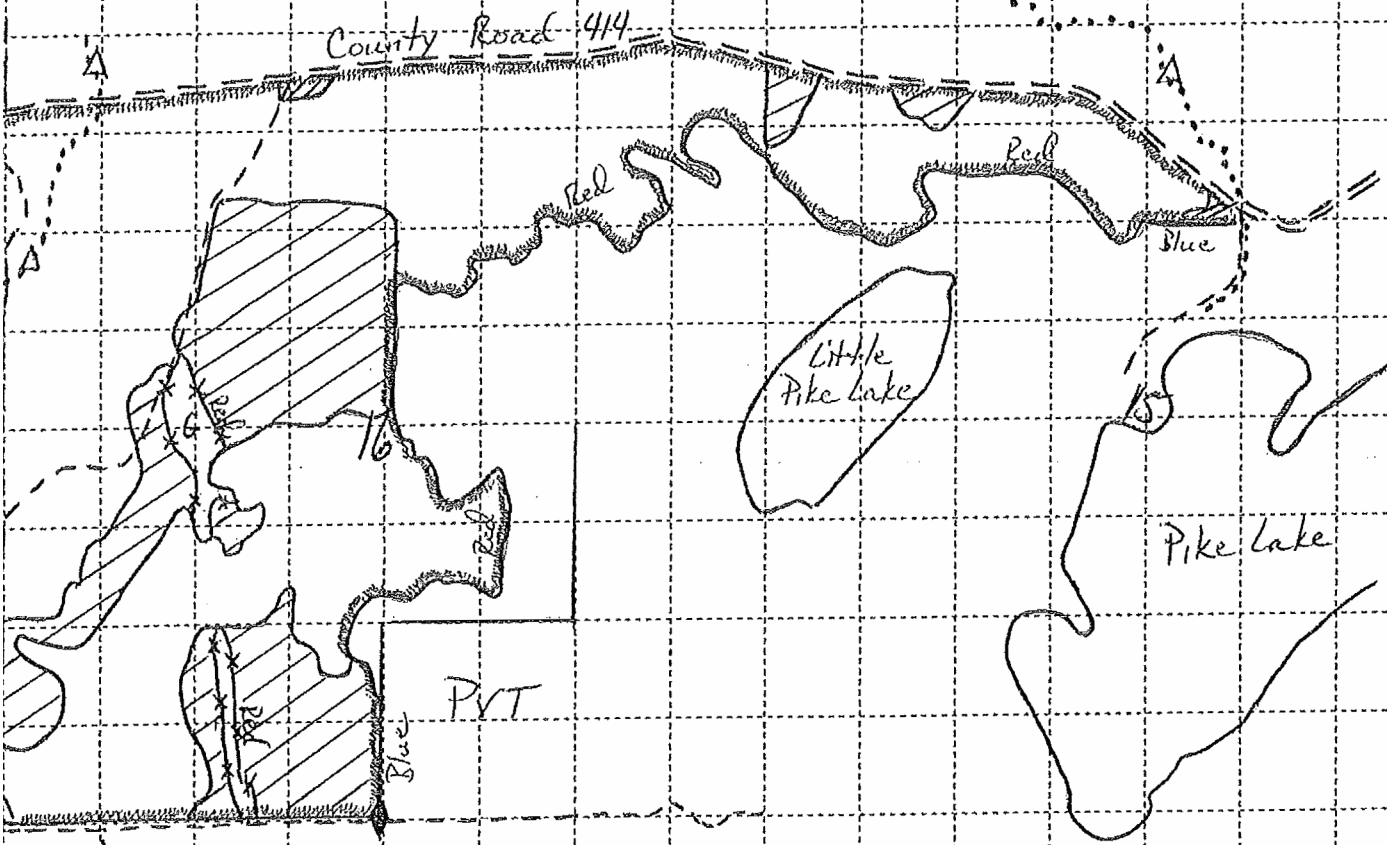
This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

42-034-12-01

2012

Forest Management Unit Newberry		County Luce	Mapped By Tokar Cruised By DNR Staff	Date 06/14/12	Page of 2 2
Township 49N	Range 9W	Section(s) and Subdivision(s) Sec 17 - E 1/2, SW 1/4, S 1/2 NW 1/4 15 - NW 1/4, NWNE; Sec 16 - W 1/2, NWSE, NE 1/4		Scale: 4 inch = 1 mile	
Cover Type			Density		
A = Aspen	G = Grass	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	1 = Seedling Sapling Poor	6 = Pole Timber Well
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D = Tread Bog	L = Lowland Brush	R = Red Pine	X = Non Stocked	3 = Seedling Sapling Well	8 = Saw Timber Medium
E = Swamp Hdwoods	M = Mpl, Bch, Brch	S = Black Spruce	Z = Water	4 = Pole Timber Poor	9 = Saw Timber Well
F = Spruce Fir	N = Marsh	T = Tamarack			

**Duck Lake Salvage #11**  
**776 Total Acres**  
**228 Estimated Harvest Acres**  
 (pg 2 of 2)



- Sale Boundary
- Target Harvest Areas
- Retention Areas of Green/Live Trees
- Gravel County Road
- Two track Road
- ORV Trail
- Survey Corner
- Private Property

## TIMBER SALE INFORMATION

DUCK LAKE SALVAGE #16 (42-039-12-01)  
T49N, R09W, SEC. 01; T49N, R09W, SEC. 12.  
Luce County (Advertised Price \$1,162.00)

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 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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Jack Pine	803.00 Cords	\$ 1.00 / Cord
Red Pine	316.00 Cords	\$ 1.00 / Cord
White Pine	43.00 Cords	\$ 1.00 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 11.51 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of **\$500.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2013.

## Sale Specific Conditions & Requirements

Sale Name: Duck Lake Salvage #16 Sale Number: 42-039-12-01

### 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. The eastern line borders County Road 500.

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 1, all trees that are scorched black or scorched where only brown needles/leaves remain are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. Do not cut any red pine, white pine or oak trees where more than 50% of the crown is green.

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

Note that the timber in this sale was burned in the Duck Lake Fire and much of it is charred. There are several sawlog sized trees in the sale area but they were all cruised as pulp. Propospective bidders are encouraged to look at the sale and make their own assessments as to product merchantability. An additional note would be that the sale area is extremely dusty/dirty and may offer challenges to operators/equipment.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 1 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

### 4 - Transportation

#### 4.1 - Construction

##### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

The following road maintenance is required: keep the road passable to general vehicle traffic. This may require routine dragging of the roads to level sand ruts/blowholes, this may take coordination between adjacent loggers working in the area as to share in the workload of maintenance. Other public and loggers will be using the same roads and they must be left in a drivable condition.



#### 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

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to discuss cutting specs, sale layout, roads, dusty conditions, etc.

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

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

#### 5.2 - Conduct of Operations

##### 5.2.1 - Slash

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

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

###### 5.2.1.2 - Slash Removal

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

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

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

No slash may exceed 24 inches in height.

##### 5.2.2 - Hazard Trees/Snags

###### 5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

##### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of any County Road.

##### 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

##### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage. They are fragile due to the burned over condition and lack of vegetation.

#### 5.8 - Protection of Endangered Species

##### 5.8.5 - Protection of raptor nests (4/09)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

### 6 - Safety and Fire Prevention

#### 6.2 - Signing

##### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on County Road 500 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs. This may require coordination between loggers who may be using the same roads. In addition, trucks/vehicles should operate with lights on.

### 7 - Other Conditions

#### 7.2 - Extensions

##### 7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

#### 7.2.3 - Salvage extension (6/12)

This is a salvage sale with a short contract length. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. The purpose of this free extension is to expedite the harvest of this sale. The free extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

#### 7.5 - Loss

##### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from the Duck Lake Fire as mentioned in spec 2.1.11. 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 MAP

This information provided by authority of Part 525 of Act 461, PA 1994, as amended.

42-039-12-01

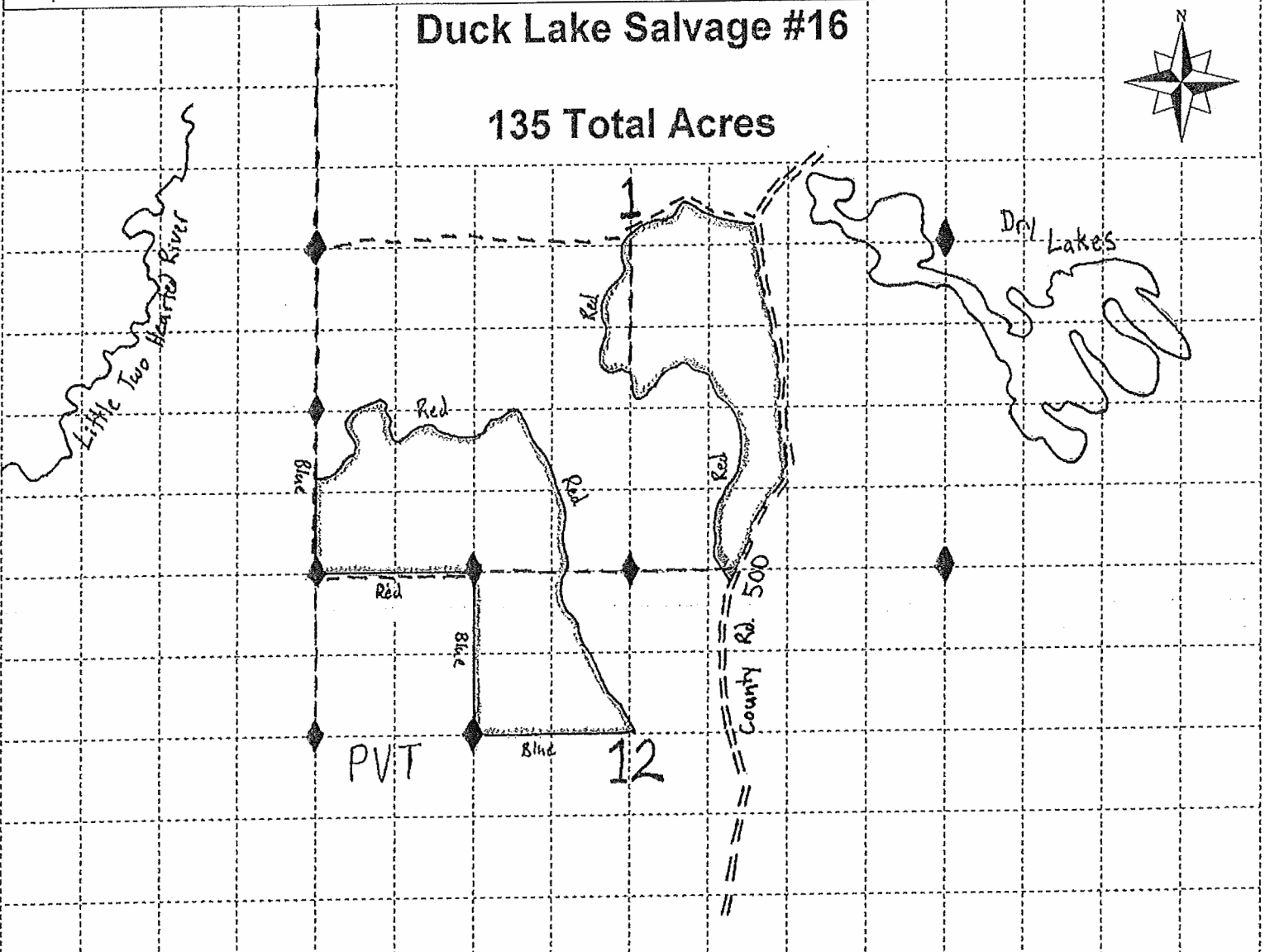
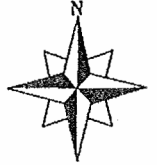
2012

Forest Management Unit Newberry		County Luce	Mapped By Darling	Date 6/15/2012	Page 1	of 1
Township T49N	Range R9W	Section(s) and Subdivision(s) 1: SW 1/4, SE 1/4, SWNE. 12: NENW.		Scale: [... 4 ".....] = 1 mile		

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

## Duck Lake Salvage #16

### 135 Total Acres



- Sale Boundary
- Two Track Road
- Survey Corner
- Private Lands
- River
- Lakes
- County Road



DUCK LAKE SALVAGE #9 (42-032-12-01)

T49N, R09W, SEC. 08; T49N, R09W, SEC. 10; T49N, R09W, SEC. 15; T49N, R09W, SEC. 17, Luce  
County

In response to the notice of sale to be held 10:00 a.m. (local time) on June 29, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Mixed Pine	5,576.00 Cords	\$ 1.00 / Cord	\$ _____ / Cord

\* 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 SECURITY NUMBER: _____ - _____ - _____ Company or individual bidding: _____ Company representative's name: _____ Address: _____ City: _____ State: _____ Zip: _____
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IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

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



# 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. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.
Address		Telephone (     )
City	State	ZIP

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

DUCK LAKE SALVAGE #10 (42-033-12-01)

T49N, R09W, SEC. 09; T49N, R09W, SEC. 10; T49N, R09W, SEC. 11; T49N, R09W, SEC. 15, Luce  
County

In response to the notice of sale to be held 10:00 a.m. (local time) on June 29, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Mixed Pine	4,003.00 Cords	\$ 1.00 / Cord	\$ _____ / Cord

\* 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 SECURITY NUMBER: _____ - _____ - _____ Company or individual bidding: _____ Company representative's name: _____ Address: _____ City: _____ State: _____ Zip: _____
---

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT  
COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE**



# 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. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.
Address		Telephone (     )
City	State	ZIP

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



DUCK LAKE SALVAGE #11 (42-034-12-01)

T49N, R09W, SEC. 15; T49N, R09W, SEC. 16; T49N, R09W, SEC. 17, Luce County

In response to the notice of sale to be held 10:00 a.m. (local time) on June 29, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Mixed Pine	2,806.00 Cords	\$ 1.00 / Cord	\$ _____ / Cord

\* 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 SECURITY NUMBER: _____ - _____ - _____ Company or individual bidding: _____ Company representative's name: _____ Address: _____ City: _____ State: _____ Zip: _____
---

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

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



# 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:

- My business is organized as (you **must** check one of the boxes below):
  - Sole Proprietorship (individual)
  - Partnership
  - Corporation
- You **must** check one of the boxes below:
  - 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.
  - 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).
  - 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.
- If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.
Address		Telephone (      )
City	State	ZIP

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

DUCK LAKE SALVAGE #16 (42-039-12-01)  
T49N, R09W, SEC. 01; T49N, R09W, SEC. 12, Luce County

In response to the notice of sale to be held 10:00 a.m. (local time) on June 29, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Jack Pine	803.00 Cords	\$ 1.00 / Cord	\$ _____ / Cord
Red Pine	316.00 Cords	\$ 1.00 / Cord	\$ _____ / Cord
White Pine	43.00 Cords	\$ 1.00 / Cord	\$ _____ / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 11.51 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 SECURITY NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

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



# 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. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.
Address		Telephone (     )
City	State	ZIP

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date