

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #4885

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on April 4, 2013. 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:

GROUSE GROVE (11-024-13-01) / T51N, R36W, SEC. 21, SE1/4.

T51N, R36W, SEC. 28, N1/2NE.

Houghton County, Advertised Price \$4,152.15, 24.0 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.

OTTER ACRES (11-025-13-01) / T51N, R36W, SEC. 28, NW1/4; NWNE.

Houghton County, Advertised Price \$31,768.80, 70.0 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.

NORWICH ASPEN (11-029-13-01) / T51N, R40W, SEC. 25, SWSW.

T51N, R40W, SEC. 26, SWNE, E1/2SE, NWSE, E1/2SW.

T51N, R40W, SEC. 35, NE1/4.

T51N, R40W, SEC. 36, NWNW.

Ontonagon County, Advertised Price \$32,706.20, 155.0 Acres

SALE NOTE: State has easement for timber access; noted on map.

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. 03/08/2013):

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 April 4, 2013. For further information concerning this sale, contact Don Mankee at 906-353-6651.

2. Bidder's Qualifications (2/12)

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

3. Preparation of Sealed Bids (1/11)

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

4. Submission of Sealed Bids (6/11)

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

9. Timber Sale Contract (10/12)

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

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

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

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

11. Certification and Chain-of-Custody (3/13)

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 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

KEITH CREAGH Director

TIMBER SALE INFORMATION

GROUSE GROVE (11-024-13-01)

T51N, R36W, SEC. 21; T51N, R36W, SEC. 28. Houghton County (Advertised Price \$4,152.15)

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*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Hardwood	153.00 Cords	\$	12.15 / Cord
Mixed Softwood	210.00 Cords	\$	9.80 / Cord
Q. Aspen	21.00 Cords	\$	11.20 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 26.42 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 \$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 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 06/30/2015.

Sale Specific Conditions & Requirements

Sale Name: Grouse Grove Sale Number: 11-024-13-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint.

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 4.5 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, White Pine, Red Oak and Hemlock.

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.

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is for visual management.

2.2.8 - Utilization and removal (12/12)

All products meeting standards set forth in 2.2 Utilization must be removed from the sale area. This is because a prescribed burn may be necessary as a post harvest treatment.

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.

4.1.5 - 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, 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.

4.2 - 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

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site, over the phone, or in the office 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.

5.2.1.8 - 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, if harvested in a conventional manner, shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground.

Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.3 - Operating Restrictions

5.2.3.2 - Operating restrictions (9/11)

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

5.2.30 - Landing/road top soil protection (1/12)

Top soil on landings and new roads must be 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 2/28/2013 10:33:24AM

52N

Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

Sale Number

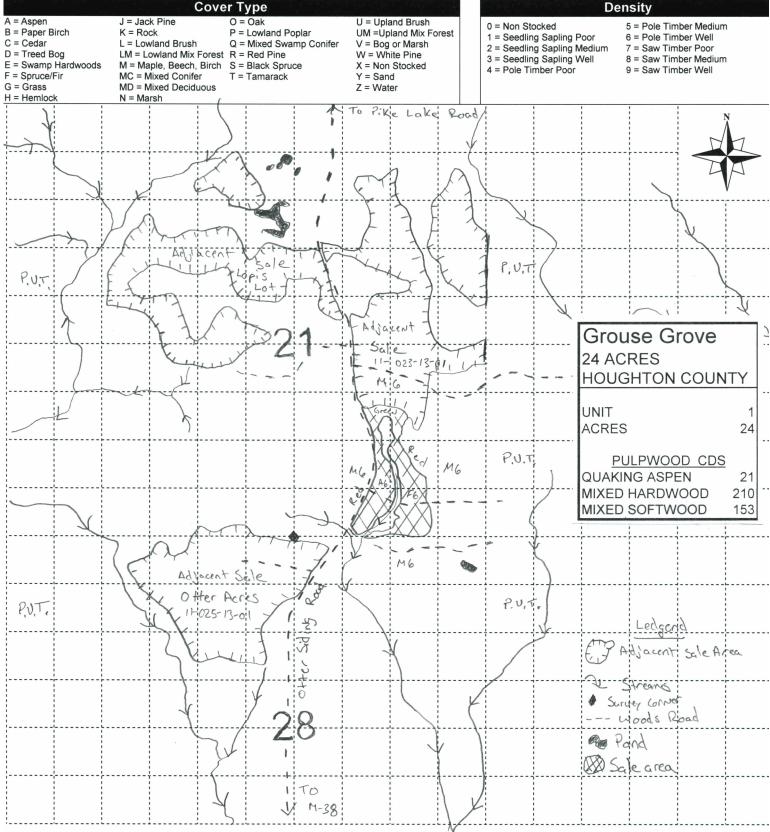
11-024

Year 2013

This information provided by authority of Part 525, 1994 PA 451, as amended. Forest Management Unit County Date Page of Mapped By Mittlestat Baraga Houghton 12/19/2012 Baraga Staff Cruised By Township Range

Section(s) and Subdivision(s)

35W Sec 21 - SE1/4, Sec 28 - N1/2NE Scale: |...4 inches......| = 1 mile



TIMBER SALE INFORMATION

OTTER ACRES (11-025-13-01)

T51N, R36W, SEC. 28.

Houghton County (Advertised Price \$31,768.80)

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*	<u>ADV</u>	/ERTISED PRICE
Sawlogs			
Sugar Maple	42.70 MBF	\$	540.00 / MBF
Pulpwood			
Mixed Hardwood	350.00 Cords	\$	19.45 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,903.30:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Basswood	1.30 MBF	\$	80.00 / MBF
Black Cherry	3.00 MBF	\$	176.00 / MBF
Red Maple	7.30 MBF	\$	147.00 / MBF
Yellow Birch	0.40 MBF	\$	417.00 / MBF
Pulpwood			
Mixed Softwood	2.00 Cords	\$	15.70 / 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 \$3,100.00 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.

PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE 50%

02 50%

- 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: Otter Acres Sale Number: 11-025-13-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. All trees shall be pulled back across any red lines.

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 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 (12/12)

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. This is because all products must be utilized.

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 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. 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.

5.2.1.11 - 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.

5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 15 to March 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 2unless changed by written agreement, all clean up activities are to be completed by June 30. This restriction is to let the area revegetate before the dry season.

5.2.30 - Landing/road top soil protection (1/12)

Top soil on landings and new roads must be 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 12/20/2012 9:40:17AM

DNR	IVII	Chigan Department of I		ALE M		urces Div	rision		11-025-	13-01	2013
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Forest Managemen		County		Mapped B					Date	Page	of
Baraga		Houghton		Cruised By		ga Sta:	ff		12/19/12	1	1
Township	Range	Section(s) and Subdi	vision(s)						Scale: 4 "	l = 1 mile	
51N	36W	Sec. 28 NW1/4	; NWNE						Scale: 4"	= 1 mile	
		Cover Type						11 1	Densit	у	
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hardwood F = Spruce/Fir G = Grass H = Hemlock		P = Lowland Brush Q = Mixed Sv d Mix Forest R = Red Pine eech, Birch S = Black Sp Conifer T = Tamaracl	vamp Conifer e ruce k	UM = Upl V = Bog W = Whi X = Non Y = Sand Z = Wate	Stocked der		0 = Non Sto 1 = Seedling 2 = Seedling 3 = Seedling 4 = Pole Tin	Sapling F Sapling N Sapling V	5 = F Poor 6 = F Medium 7 = S Vell 8 = S	Pole Timber Me Pole Timber Wo Saw Timber Po Saw Timber Me Saw Timber Wo	ell or edium
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TIMBER SALE INFORMATION

NORWICH ASPEN (11-029-13-01)

T51N, R40W, SEC. 25; T51N, R40W, SEC. 26; T51N, R40W, SEC. 35; T51N,

R40W. SEC. 36.

SALE NOTE: State has easement for timber access; noted on map.

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

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*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Hardwood	304.00 Cords	\$	12.15 / Cord
Q. Aspen	2,548.00 Cords	\$	11.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$475.00:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE		
Sawlogs				
White Ash	9.50 MBF	\$	50.00 / MBF	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.43 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 \$3,200.00 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:

, .,	<u> </u>
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	21%
02	19%
03	27%
04	33%

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

Sale Specific Conditions & Requirements

Sale Name: Norwich Aspen Sale Number: 11-029-13-01

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 and blue paint as illustrated on the sale map. Interior payment unit boundaries are marked with red paint. Interior boundary trees are not to be cut until adjacent payment units have been paid in full.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, and 3, cut all trees that are 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 Apple trees, Red Oak, Elm and all conifer.

2.2 - Utilization

2.2.1 - Utilization (2/04)

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

2.2.7 - Uncut designated trees (2/04)

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

2.2.8 - Utilization and removal (12/12)

All products meeting standards set forth in 2.2 Utilization must be removed from the sale area. This is because all products shall be utilized.

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 apple trees, red oak, elm and all conifers. 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 double four (4') foot high berm 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.

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.

5.2.1.11 - 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.

5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. Chips will not be permitted to be stored on site.

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 1/11/2013 11:42:38AM

DNR			TIMBER S	ALE MA	λP	o Biviolon	11-029	2013
Forcet Management	This in	formation provide	ed by authority o			as amended.		
Forest Managemer	it Unit	County	TON	Mapped By		***************************************	Date	Page of
Township	Range	Section(s) and		Cruised By	BARAGA S	STAFF	1/11/2013	1 1
51N	40W			E.E1/2SE.	NWSE.E1/2	SW;Sec35-NE1/4	Scale: 4 INCHE	S = 1 mile
		Cover Type		OTHER BAY	alconana in a	ACCEPTAGE LOCATION	Density	
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hardwood F = Spruce/Fir G = Grass H = Hemlock	J = Jack Pine K = Rock L = Lowland Br LM = Lowland I S M = Maple, Bee MC = Mixed Co MD = Mixed De N = Marsh	O = Oal P = Low rush Q = Mix Mix Forest R = Red ech, Birch S = Blac onifer T = Tarr	k kland Poplar ed Swamp Conifer I Pine ck Spruce		nd Mix Forest r Marsh e Pine tocked	0 = Non Stocked 1 = Seedling Saplin 2 = Seedling Saplin 3 = Seedling Saplin 4 = Pole Timber Po	5 = Pole Tin g Poor 6 = Pole Tin g Medium 7 = Saw Tin g Well 8 = Saw Tin	nber Poor nber Medium
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BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

<u>GROUSE GROVE (11-024-13-01)</u> T51N, R36W, SEC. 21; T51N, R36W, SEC. 28, Houghton County

In response to the notice of sale to be held 9:00 a.m. (local time) on April 4, 2013, 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	BID PRICE
Pulpwood			· · · · · · · · · · · · · · · · · · ·
Mixed Hardwood	153.00 Cords	\$ 12.15 / Cord	\$ / Cord
Mixed Softwood	210.00 Cords	\$ 9.80 / Cord	\$ / Cord
Q. Aspen	21.00 Cords	\$ 11.20 / Cord	\$ / Cord

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

	FEDERAL ID:	_ -	or SOC	IAL SECURITY NUMBER:_					
	Company or individ	dual bidding:							
	Company representative's name:								
	Address:				<u> </u>				
	City:		State:	Zip:					
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.									
F AVAILA	ABLE, PLEASE PLA	CE THE PERSO	DNALIZED LAB	EL FROM YOUR PROSPEC	CTUS IN THE ABOVE BOX.				
				EL FROM YOUR PROSPEC					

^{*} The total volume is statistically estimated within plus (+) or minus (-) 26.42 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.



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 COMPENS	SATION 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	except for written s	signatures.					
Ple	ease Check Appropriate Categories:							
1.	My business is organized as (you must 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), y than yourself, including family members			both full-time and part-time employees, other u must enter "0").				
	Full-time Er	mployees		Part-time Employees				
Nam	ne of Business		Federal ID (or) So	ocial 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			tify the Michigan DNRE of any changes that operations.				

Date

BID PRICE

PRODUCTS & SPECIES

Sawlogs

BID FORM

ADVERTISED PRICE

OTTER ACRES (11-025-13-01) T51N, R36W, SEC. 28, Houghton County

In response to the notice of sale to be held 9:00 a.m. (local time) on April 4, 2013, 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	42.70	MBF	\$	540.00 / MBF	\$	/ MBF	
Pulpwood							
Mixed Hardwood	350.00	Cords	\$	19.45 / Cord	\$	/ Cord	
In addition, the successful bidder agre	es to purchase	the following	species at t	he indicated advertise	ed price for a t	otal value of \$1,903.30):
PRODUCTS & SPECIES	ESTIMATE	O UNITS*	<u>AD\</u>	/ERTISED PRICE			
Sawlogs							
Basswood		MBF	\$	80.00 / MBF			
Black Cherry		MBF	\$	176.00 / MBF			
Red Maple		MBF	\$	147.00 / MBF			
Yellow Birch	0.40	MBF	\$	417.00 / MBF			
Pulpwood							
Mixed Softwood	2.00	Cords	\$	15.70 / Cord			
I understand that any or all bids may be understand that consideration and aware equipment and staffing subject to my or all bids may be understand that any or all bids may be understand that consideration and aware equipment and staffing subject to my or all bids may be understand that consideration and aware equipment and staffing subject to my or all bids may be understand that consideration and aware equipment and staffing subject to my or all bids may be understand that consideration and aware equipment and staffing subject to my or all bids may be understand that consideration and aware equipment and staffing subject to my or all bids may be understand that the consideration are all bids are all the considerations and all the considerations are all the considerations are all the considerations and the consideration and the consideration are all the considerations are all the	arding a contrac		•			•	
FEDERAL ID:		or SOCIAL S	SECURITY N	IUMBER:			
Company or individual bidd	ing:						
Company representative's r							
Address:							
	State						
Oity	State	•	∠ιμ				
IF AVAILABLE, PLEASE PLACE THE	PERSONALIZE	ED LABEL F	ROM YOUR	PROSPECTUS IN T	HE ABOVE B	OX.	
Individual or company representative's	s signature:				Date:		_
Phone number :		Em	nail (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 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.	 My business is organized as (you must check one of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 					
2.	 A.					e of an approved ys of the contract 322-1195). surance within 21
than yourself, including family members and active partners Full-time Employees				∍, you must e	enter "0"). Part-time Em _l	ployees
Name of Business			Federal ID (or) Social Security No.			
Address			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					changes that

Date

BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

NORWICH ASPEN (11-029-13-01)

T51N, R40W, SEC. 25; T51N, R40W, SEC. 26; T51N, R40W, SEC. 35; T51N, R40W, SEC. 36, Ontonagon County

In response to the notice of sale to be held 9:00 a.m. (local time) on April 4, 2013, 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.

rejected.								
PRODUC Pulpwood	TS & SPECIES	ESTIMATE	O UNITS*	ADV	ERTISED PRICE	BID PRICE		
	d Hardwood	304.00	Cords	\$	12.15 / Cord	\$	/ Cord	
Q. As	spen	2,548.00	Cords	\$	11.20 / Cord	\$	_ / Cord	
In additio	n, the successful bidder agree	es to purchase	the following speci	es at th	e indicated advertis	ed price for a total va	alue of \$475.00 :	
	TS & SPECIES	ESTIMATE	<u>D UNITS*</u>	ADV	ERTISED PRICE			
Sawlogs White	e Ash	9.50	MBF	\$	50.00 / MBF			
	I volume is statistically estimate ve bidders are urged to exam	•	. ,	•			t subject to adjustmer	ıt.
understar	and that any or all bids may be d that consideration and awa t and staffing subject to my c FEDERAL ID: -	rding a contrac	et will be based upo	on my p	ast performance an	d ability to complete	•	
	Company or individual bidding	ng:						
	Company representative's n	ame:						
	Address:							
	City:	State	:	Zip:				
F AVAIL	ABLE, PLEASE PLACE THE	PERSONALIZI	ED LABEL FROM	YOUR I	PROSPECTUS IN 1	THE ABOVE BOX.	_	
Individual	or company representative's	signature:				Date:		
Phone nu	mber :		Email (o _l	ptional):				



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.						
Ple	Please Check Appropriate Categories:						
1.	 My business is organized as (you must check <u>one</u> of the boxes below): A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation 						
3.	 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. 						
	Full-time Employees	Part-time Employees					
Nam	Name of Business Federal I	Federal ID (or) Social Security No.					
	Address Telephor (e)					
City	City State ZIP						
I he	I hereby certify that the above information is true and correct. I agree	to notify the Michigan DNRE of any changes that					

Date

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

Signature of Owner or Authorized Representative

Title