



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #4631**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on June 21, 2012.

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

PROSPECTUS NOTE: Lucky 7 Mix (42-015-11-01) Sale Specific Spec 4.4 - Written permission from private landowner must accompany sealed bid.

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:

LUCKY 7 MIX (42-015-11-01) / T45N, R08W, SEC. 17, SWNW, W 1/2 SW.

T45N, R08W, SEC. 18, NESE.

T45N, R08W, SEC. 19, N 1/2 NE 1/4.

T45N, R08W, SEC. 20, NWNW, SWNW.

Luce County, Advertised Price \$24,900.05, 96.0 Acres

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

KABELMAN HARDWOODS (42-023-11-01) / T45N, R07W, SEC. 13, W1/2, SWNE, NWSE.

T45N, R07W, SEC. 14, SE1/4, E1/2NE1/4.

Chippewa County, Advertised Price \$113,485.15, 276.0 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.

## 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 3:00 p.m. (local time) on June 21, 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

### LUCKY 7 MIX (42-015-11-01)

T45N, R08W, SEC. 17; T45N, R08W, SEC. 18; T45N, R08W, SEC. 19; T45N,  
R08W, SEC. 20.

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

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

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| Red Maple                     | 18.90 MBF               | \$ 132.00 / MBF         |
| Pulpwood                      |                         |                         |
| Black Spruce                  | 418.00 Cords            | \$ 17.90 / Cord         |
| Mixed Hardwood                | 608.00 Cords            | \$ 22.10 / Cord         |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,486.25:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| Sugar Maple                   | 0.70 MBF                | \$ 694.00 / MBF         |
| Yellow Birch                  | 1.00 MBF                | \$ 179.00 / MBF         |
| Pulpwood                      |                         |                         |
| Mixed Aspen                   | 7.00 Cords              | \$ 23.35 / Cord         |
| Mixed Softwood                | 23.00 Cords             | \$ 23.10 / Cord         |
| Paper Birch                   | 14.00 Cords             | \$ 9.05 / Cord          |

\* The total volume is statistically estimated within plus (+) or minus (-) 13.85 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of **\$1,500.00** 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 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>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 01                         | 31%                                |
| 02                         | 69%                                |
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: Lucky 7 Mix Sale Number: 42-015-11-01

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, green or 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. Payment unit boundary is marked with green paint. Green painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (12/08)

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization, except hemlock, cedar or white pine. In addition, do not cut any trees that occur in lowland cedar pockets which are identified on the timber sale map; they are to be left intact. These items will be discussed at the pre-sale conference.

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

Within Payment Unit(s) 2a, all mixed hardwood trees (red/sugar maple, yellow birch, and ironwood) that are less than 7" DBH, one half of the stems that are 8-12" DBH, and all trees greater than 12" DBH with the exception of leaving at least one sawtimber quality 12" DBH or larger tree per acre are designated for cutting which meet minimum piece specifications in 2.2 Utilization regardless of merchantability. Clarification of cutting specs are to be discussed at pre-sale conference.

##### 2.1.9 - Harvest exception (12/08)

Do not cut any cedar trees other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing cedar and to leave an intact stand upon sale completion. All cut cedar shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative. Stumpage price for cedar shall be \$20 per cord for pulpwood.

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

Note that the best quality trees (red/sugar maple and yellow birch) is in the 8-12" DBH range and have potential to make a future quality tree. In addition, the 12" and larger trees that are left should be of sawtimber quality and should be protected as much as possible.

#### 2.2 - Utilization

##### 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1, 2 and 2a, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 2, 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

##### 4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other designated timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

##### 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 (4/07)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown or abandoned roads that are reopened shall be considered new roads. In general, this will require constructing a four foot high berm constructed of stumps and logs covered with earth. All stumps and slash from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These materials must be scattered at a minimum of 100 ft of the road system to prohibit vehicular movement. These roads must be rendered impassable to cars, trucks and ORV's. Contact the sale administrator for specific details of design and placement.

### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup and or during wet weather conditions.

#### 4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. Roads outside of the private property are not required to be graded but need to be left in good condition. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 4.2.5 - Two wheel drive condition (2/04)

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

### 4.4 - Access

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

Permission for access across private land is the responsibility of the purchaser. A copy of the written permission gained from the private landowner must accompany the bid at the time of bid opening to be accepted by the DNR.

#### 4.4.3 - Access gate (12/08)

The access gate must be closed at all times. This is to prevent someone other than the purchaser from going through the gate without the landowners permission.

## 5 - Operations

### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to discuss road access issues, cedar lowland pockets and harvesting guidelines.

### 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 red or blue paint line.

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

No slash or tree tops may exceed 36 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.

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2 and 2a, unless changed by written agreement, cutting, skidding, and hauling are only permitted during the period of December 15 to April 1st. This restriction is because of the lowland soil types present

within the sale area.

5.2.37 - No decking areas (12/08)

No decking is allowed on private land without permission from the landowner.

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. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - 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.





# TIMBER SALE MAP

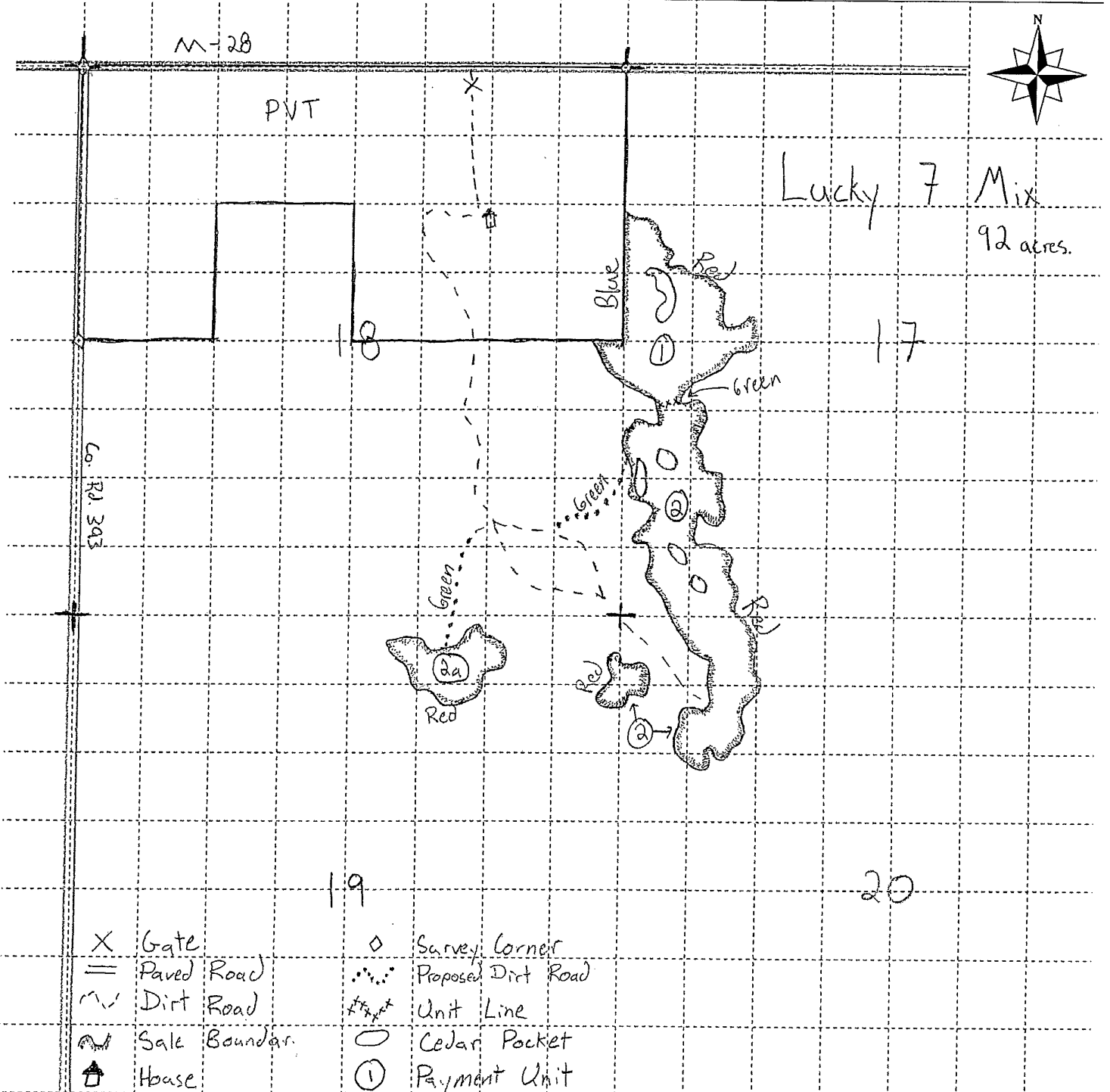
This information provided by authority of Part 525, 1994 PA 451, as amended.

|             |         |
|-------------|---------|
| Sale Number | Year    |
| 42-015      | 11      |
| Date        | Page of |
| 3-22-2011   | 1 1     |

|                        |        |   |
|------------------------|--------|---|
| Forest Management Unit | County | Mapped By   |
| Newberry               | Luce   | Darling   |
| Township               | Range  | Section(s) and Subdivision(s)                         |
| 45N                    | 8W     | 17-SWNW, W 1/2 SW. 20-NWNW SWNW. 18-NESE. 19-N 1/2 NE |

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 = 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

KABELMAN HARDWOODS (42-023-11-01)  
 T45N, R07W, SEC. 13; T45N, R07W, SEC. 14.  
 Chippewa County (Advertised Price \$113,485.15)

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> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| Red Maple                     | 32.20 MBF               | \$ 166.00 / MBF         |
| Sugar Maple                   | 102.30 MBF              | \$ 801.00 / MBF         |
| Pulpwood                      |                         |                         |
| Mixed Hardwood                | 1,497.00 Cords          | \$ 14.55 / Cord         |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,416.30:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| Black Cherry                  | 0.30 MBF                | \$ 315.00 / MBF         |
| Paper Birch                   | 0.90 MBF                | \$ 116.00 / MBF         |
| Pulpwood                      |                         |                         |
| Mixed Aspen                   | 132.00 Cords            | \$ 31.95 / 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 **\$5,700.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 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>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 01                         | 20%                                |
| 02                         | 25%                                |
| 03                         | 20%                                |
| 04                         | 35%                                |
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: Kabelman Hardwoods    Sale Number: 42-023-11-01

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and green paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

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

Note that the marked beech in sale area has been infected with beech bark disease and these trees are dying. It would be encouraged to cut the sale as soon as possible in order to salvage these trees before they decline further.

#### 2.2 - Utilization

##### 2.2.10 - No chipping tops and limbs (12/08)

Within Payment Unit(s) 1-4, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered. This is because the cut tree tops may provide a food source for the wintering deer herd that use this area during the winter months.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 1-4 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

##### 4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other designated timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

##### 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 (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. 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

##### 4.2.4 - 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 (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to discuss sale access and road locations.

#### 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 or tree tops may exceed 36 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.

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-4, unless changed by written agreement, cutting and/or skidding are not permitted during the period May 1 to October 1. This restriction is because this area is a wintering area for deer. The tops generated from the cut trees will provide a food source for the deer during the winter months.

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

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

##### 5.2.41 - Snowmobile trail protection (8/09)

There is a snowmobile trail along the access into the sale (see sale map). Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. If the trail 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.

### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

### 5.8 - Protection of Endangered Species

#### 5.8.5 - 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

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

The Purchaser is responsible for posting and maintaining caution signs on 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.



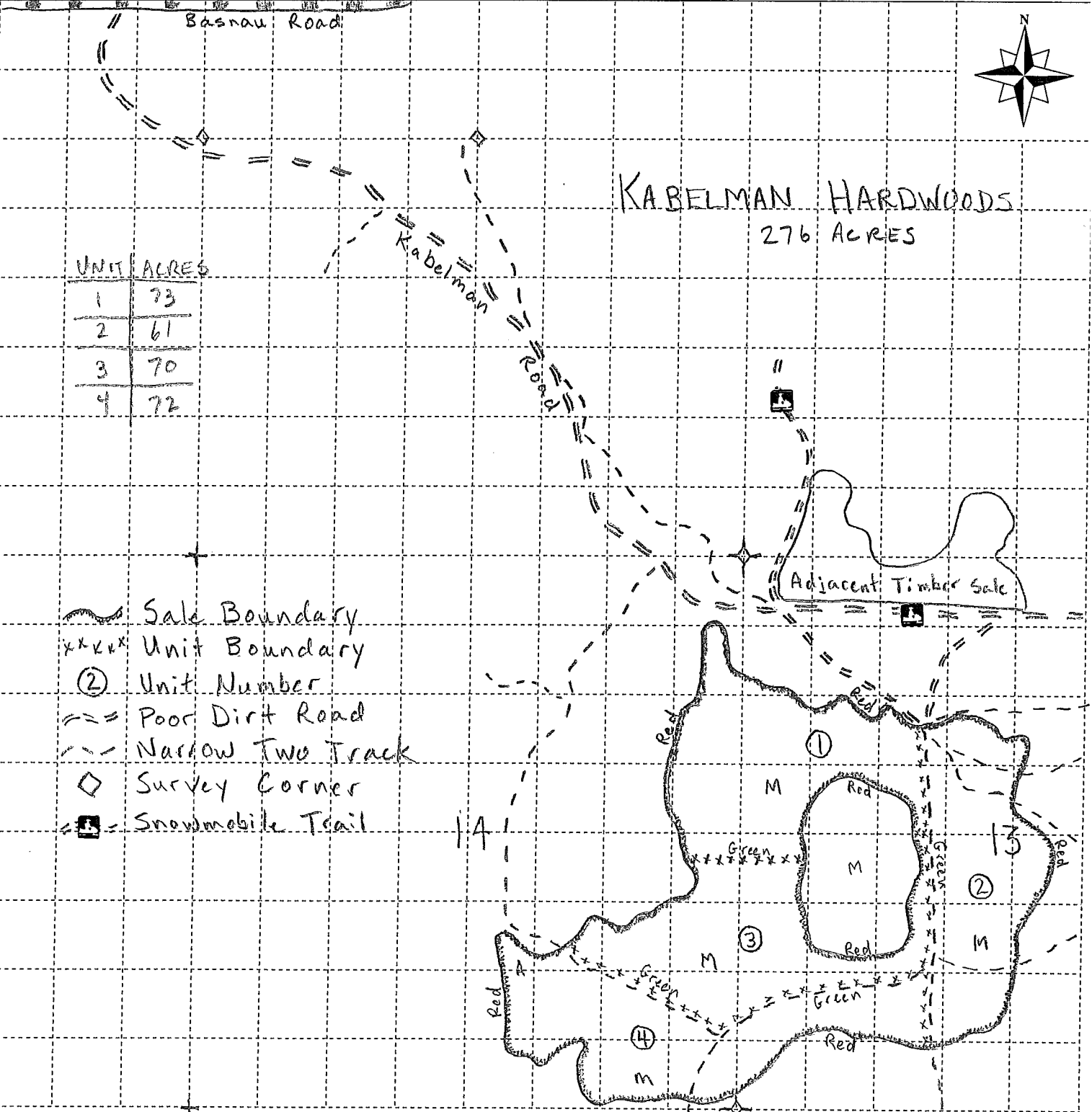
**TIMBER SALE MAP**

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

|             |      |
|-------------|------|
| Sale Number | Year |
| 42-023      | 11   |

|                                    |                    |   |                                |           |         |
|------------------------------------|--------------------|---|--------------------------------|-----------|---------|
| Forest Management Unit<br>Newberry | County<br>Chippewa | Mapped By<br>Magnusson  | Date<br>8/23/11                | Page<br>1 | of<br>1 |
| Township<br>45N                    | Range<br>7W        | Section(s) and Subdivision(s)<br>13-W <sup>1</sup> / <sub>2</sub> , SWNE, NWSE 14-SE <sup>1</sup> / <sub>4</sub> , E <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>4</sub> | Scale: [..4 inches..] = 1 mile |           |         |
| Cruised By<br>Cedar Ridge Forestry |                    |   |                                |           |         |

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







LUCKY 7 MIX (42-015-11-01)

T45N, R08W, SEC. 17; T45N, R08W, SEC. 18; T45N, R08W, SEC. 19; T45N, R08W, SEC. 20, Luce  
County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 21, 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> |
|-------------------------------|-------------------------|-------------------------|------------------|
| Sawlogs                       |                         |                         |                  |
| Red Maple                     | 18.90 MBF               | \$ 132.00 / MBF         | \$ _____ / MBF   |
| Pulpwood                      |                         |                         |                  |
| Black Spruce                  | 418.00 Cords            | \$ 17.90 / Cord         | \$ _____ / Cord  |
| Mixed Hardwood                | 608.00 Cords            | \$ 22.10 / Cord         | \$ _____ / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,486.25 :

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| Sugar Maple                   | 0.70 MBF                | \$ 694.00 / MBF         |
| Yellow Birch                  | 1.00 MBF                | \$ 179.00 / MBF         |
| Pulpwood                      |                         |                         |
| Mixed Aspen                   | 7.00 Cords              | \$ 23.35 / Cord         |
| Mixed Softwood                | 23.00 Cords             | \$ 23.10 / Cord         |
| Paper Birch                   | 14.00 Cords             | \$ 9.05 / Cord          |

\* The total volume is statistically estimated within plus (+) or minus (-) 13.85 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<br>(      )               |
| 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

KABELMAN HARDWOODS (42-023-11-01)  
T45N, R07W, SEC. 13; T45N, R07W, SEC. 14, Chippewa County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 21, 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> |
|-------------------------------|-------------------------|-------------------------|------------------|
| Sawlogs                       |                         |                         |                  |
| Red Maple                     | 32.20 MBF               | \$ 166.00 / MBF         | \$ _____ / MBF   |
| Sugar Maple                   | 102.30 MBF              | \$ 801.00 / MBF         | \$ _____ / MBF   |
| Pulpwood                      |                         |                         |                  |
| Mixed Hardwood                | 1,497.00 Cords          | \$ 14.55 / Cord         | \$ _____ / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,416.30 :

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| Black Cherry                  | 0.30 MBF                | \$ 315.00 / MBF         |
| Paper Birch                   | 0.90 MBF                | \$ 116.00 / MBF         |
| Pulpwood                      |                         |                         |
| Mixed Aspen                   | 132.00 Cords            | \$ 31.95 / 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<br>(      )               |
| 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