



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN**

TIMBER SALE PROSPECTUS #5390

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on May 28, 2015.

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

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, NEWBERRY MANAGEMENT UNIT, for certain timber on the following described lands:

SOUTH RANDOLPH JACK PINE (42-005-15-01) / T49N, R12W, SEC. 04, N1/2 NW1/4, SWNW, NWSW.

T49N, R12W, SEC. 05, N1/2 OF SECTION, N1/2 SE1/4.

T50N, R12W, SEC. 31, SESE.

T50N, R12W, SEC. 32, SW1/4, S1/2 SE1/4.

Luce County, Advertised Price \$186,127.10, 222.0 Acres

SALE NOTE: Sale contains restrictions due to critical dune protection areas.

No new roads will be permitted.

Harvesting is limited to April 15 to December 15. However, harvesting may be permitted during the winter months if sale specific condition 2.2.3 is followed.

Only one contract extension may be granted (if the sale has been paid for in full) due to critical dune permit restrictions.

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.

HALF AND HALF JACK PINE (42-006-15-01) / T49N, R12W, SEC. 02, E1/2NW,SWNE.

T49N, R12W, SEC. 03, S1/2NW,SWNE,NWSE,NESE,SW1/4.

T49N, R12W, SEC. 04, NENW, NE1/4.

Luce County, Advertised Price \$107,882.90, 138.0 Acres

SALE NOTE: Sale contains restrictions due to critical dune protection areas.

No new roads will be permitted.

Harvesting is limited to April 15 to December 31. However, harvesting may be permitted during the winter months if sale specific condition 2.2.3 is followed.

Only one contract extension may be granted (if the sale has been paid for in full) due to critical dune permit restrictions.

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.

BID INSTRUCTIONS (VER. 10/01/2014):

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 May 28, 2015. 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 (6/13)

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

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

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 (9/14)

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 expiration 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 (10/14)

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-SF5. 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

SOUTH RANDOLPH JACK PINE (42-005-15-01)

T49N, R12W, SEC. 04; T49N, R12W, SEC. 05; T50N, R12W, SEC. 31; T50N,
R12W, SEC. 32.

SALE NOTE: Sale contains restrictions due to critical dune protection areas.

No new roads will be permitted.

Harvesting is limited to April 15 to December 15. However, harvesting may be permitted during the winter months if sale specific condition 2.2.3 is followed.

Only one contract extension may be granted (if the sale has been paid for in full) due to critical dune permit restrictions.

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.

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 & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Jack Pine	4,420.00 Cords	\$ 41.80 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,371.10:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Black Spruce	62.00 Cords	\$ 18.05 / Cord
Mixed Hardwood	15.00 Cords	\$ 16.80 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 8.33 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 **\$9,500.00** 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:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	9%
02	7%
03	4%
04	8%
05	11%
06	6%
07	9%
08	16%
09	10%
10	20%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2018.

Sale Specific Conditions & Requirements

Sale Name: South Randolph Jack Pine Sale Number: 42-005-15-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. The RED AND BLUE painted boundary line trees are not Included Timber and are not to be cut. 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 (8/11)

Within Payment Unit(s) 1 - 10, cut all jack pine, spruce, aspen and mixed hardwood trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any red pine, white pine, paper birch, hemlock or oak. In addition, the sale falls in an area that has been designated as "Critical Dunes." Most slopes greater than 25% have been excluded from the sale. DO NOT operate equipment anywhere in these exclusion areas, and keep ALL harvesting activity within the boundaries designated by red and blue paint. In areas within the sale boundary where slopes are greater than 25%, trees can be harvested by reaching up from the bottom and down from the top through means of mechanized logging. DO NOT track up and down the slopes with equipment. This will be covered in greater detail at the pre-sale conference before cutting is allowed to begin.

Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.11 - Description of timber note (2/04)

Note that mixed hardwood pulp includes maple and cherry.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 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. There will be only one division per Payment Unit.

3.4 - Damaged Timber

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a red boundary line and are shown on the Timber Sale Map. These areas fall within the restricted areas of the "Critical Dunes" designation. The Purchaser shall not conduct any harvesting operations within the special protection areas.

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.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown and/or abandoned 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 at the beginning of any new road course. Stumps and brush must be placed along the road course for a minimum of 200 ft, effectively obliterating it. These roads must be rendered impassable to cars, trucks and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.1.8 - Road work (1) (8/07)

The following road work is required: Construction of new roads should be kept to a minimum and existing roads used as much as possible. This likely will involve skidding wood further distances to a landing site. Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts of the Critical Dunes within the sale area. Proposed new road locations will be laid out by DNR staff prior to any road building taking place. These will be the only new road locations allowed for harvesting activities. This will be discussed in more detail at the pre-sale conference.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit other than those designated by and as laid out by the sale administrator. All operations are limited to existing roads and the pre-planned road locations.

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 at any time that the weather is not conducive to hauling without excessive damage to the roads or sale area.

4.2.4 - Grading (12/14)

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

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning operations. The Unit Manager or his/her representative must be contacted at least 5 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. It is recommended that this conference take place prior to any equipment being moved from the sale area.

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 forest roads.

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 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.

5.2.2 - 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 (9/11)

Within Payment Unit(s) 1 -10, unless changed by written agreement, cutting, skidding and hauling are limited to the period of April 15 to December 31. This restriction is because of the need to cut low stumps for reforestation operations. This restriction may be adjusted to allow harvesting operations to occur further into the winter months as to better take advantage of freezing conditions. This will help to minimize potential damage to the sandy soils and possibly make logging/hauling operations more efficient. Stump height condition 2.2.3 will be followed.

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

5.2.32 - Decking/landing restoration (9/13)

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. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of County Road 407 (Grand Marais Road) without permission of the Luce County Road Commission and the Unit Manager or his/her representative.

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

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

5.2.40 - Pathway protection (10/10)

Do not cut trees or damage posts with blue pathway markers (North Country Trail); see the Timber Sale Map for trail location. Maintain a 10-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline.

5.4 - Soil Protection

5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

5.4.4 - Slope protection (2/04)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or hay bales as soon as use is complete to prevent erosion.

5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils. Roads in the sale deteriorate quickly in dry conditions and may require extra maintenance. Late fall and early winter may be optimal times to harvest the sale.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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.

7 - Other Conditions

7.2 - Extensions

7.2.1 - One year extension (2/04)

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

7.3 - Contract Modifications

7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.

TIMBER SALE INFORMATION

HALF AND HALF JACK PINE (42-006-15-01)

T49N, R12W, SEC. 02; T49N, R12W, SEC. 03; T49N, R12W, SEC. 04.

Luce County (Advertised Price \$107,882.90)

SALE NOTE: Sale contains restrictions due to critical dune protection areas.

No new roads will be permitted.

Harvesting is limited to April 15 to December 31. However, harvesting may be permitted during the winter months if sale specific condition 2.2.3 is followed.

Only one contract extension may be granted (if the sale has been paid for in full) due to critical dune permit restrictions.

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.

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 & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Jack Pine	2,402.00 Cords	\$ 41.80 / Cord
Red Pine	107.00 Cords	\$ 69.90 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 7.82 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 **\$6,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	11%
02	16%
03	18%
04	11%
05	10%
06	10%
07	9%
08	8%
09	7%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2017.

Sale Specific Conditions & Requirements

Sale Name: Half And Half Jack Pine Sale Number: 42-006-15-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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. The RED painted boundary line trees are not Included Timber and are not to be cut. 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 (8/11)

Within Payment Unit(s) 1 - 3, cut all jack pine, spruce, aspen and mixed hardwood trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any red pine, white pine, paper birch, hemlock or oak.

Within Payment Unit(s) 4 - 8, cut all jack pine trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any other species. Leave 2-5 sub-merchantable jack pine standing per acre for retention.

Within Payment Unit 9, cut all jack pine and red pine trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any other species.

In addition, for all Payment Units, the sale falls in an area that has been designated as "Critical Dunes." Most slopes greater than 25% have been excluded from the sale. DO NOT operate equipment anywhere in these exclusion areas and keep ALL harvesting activity within the boundaries designated by red paint. In areas within the sale boundary where slopes are greater than 25%, trees can be harvested by reaching up from the bottom and down from the top through means of mechanized logging. DO NOT track up and down the slopes with equipment. This will be covered in greater detail at the pre-sale conference before cutting is allowed to begin.

Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.11 - Description of timber note (2/04)

Note that All red pine volumes were cruised as pulpwood, regardless of diameter.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 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. There will be only one division per Payment Unit.

3.4 - Damaged Timber

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a red boundary line and are shown on the Timber Sale Map. These areas fall within the restricted areas of the "Critical Dunes" designation. The Purchaser shall not conduct any harvesting operations within the special protection areas.

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.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown and/or abandoned 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 at the beginning of any new road course. Stumps and brush must be placed along the road course for a minimum of 200 ft., effectively obliterating it. These roads must be rendered impassable to cars, trucks and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.1.8 - Road work (1) (8/07)

The following road work is required: Construction of new roads should be kept to a minimum and existing roads used as much as possible. This likely will involve skidding wood further distances to a landing site. Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts of the Critical Dunes within the sale area. Proposed roads will be laid out by DNR staff. This will be discussed in more detail at the pre-sale conference.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit other than those designated on the Timber Sale map, and as laid out by the sale administrator. All operations are limited to existing roads and the pre-planned road locations designated on the Timber Sale Map.

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 at any time that the weather is not conducive to hauling without excessive damage to the roads or sale area.

4.2.4 - Grading (12/14)

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

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning operations. The Unit Manager or his/her representative must be contacted at least 5 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. It is recommended that this conference take place prior to any equipment being moved from the sale area.

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 24 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.

5.2.2 - 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 (9/11)

Within Payment Unit(s) 1 - 9, unless changed by written agreement, cutting, skidding and hauling are limited to the period of April 15 to December 31. This restriction is because of the need to cut low stumps for reforestation operations. This restriction may be adjusted to allow harvesting operations to occur further into the winter months as to better take advantage of freezing conditions. This will help to minimize potential damage to the sandy soils and possibly make logging/hauling operations more efficient. Stump height condition 2.2.3 will be followed.

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

5.2.32 - Decking/landing restoration (9/13)

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. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of County Road 407 (Grand Marais Truck Trail) without permission of the Luce County Road Commission and the Unit Manager or his/her representative.

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

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

5.2.40 - Pathway protection (10/10)

Do not cut trees or damage posts with blue pathway markers (North Country Trail); see the Timber Sale Map for trail location. Maintain a 10-foot wide slash, debris and rut free zone daily, using the pathway as the centerline.

5.4 - Soil Protection

5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

5.4.4 - Slope protection (2/04)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or hay bales as soon as use is complete to prevent erosion.

5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils. Roads in the sale deteriorate quickly in dry conditions and may require extra maintenance. Late fall and early winter may be optimal times to harvest the sale.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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.

7 - Other Conditions

7.2 - Extensions

7.2.1 - One year extension (2/04)

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

7.3 - Contract Modifications

7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.



TIMBER SALE MAP

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

Sale Number	Year
42 - 006	15

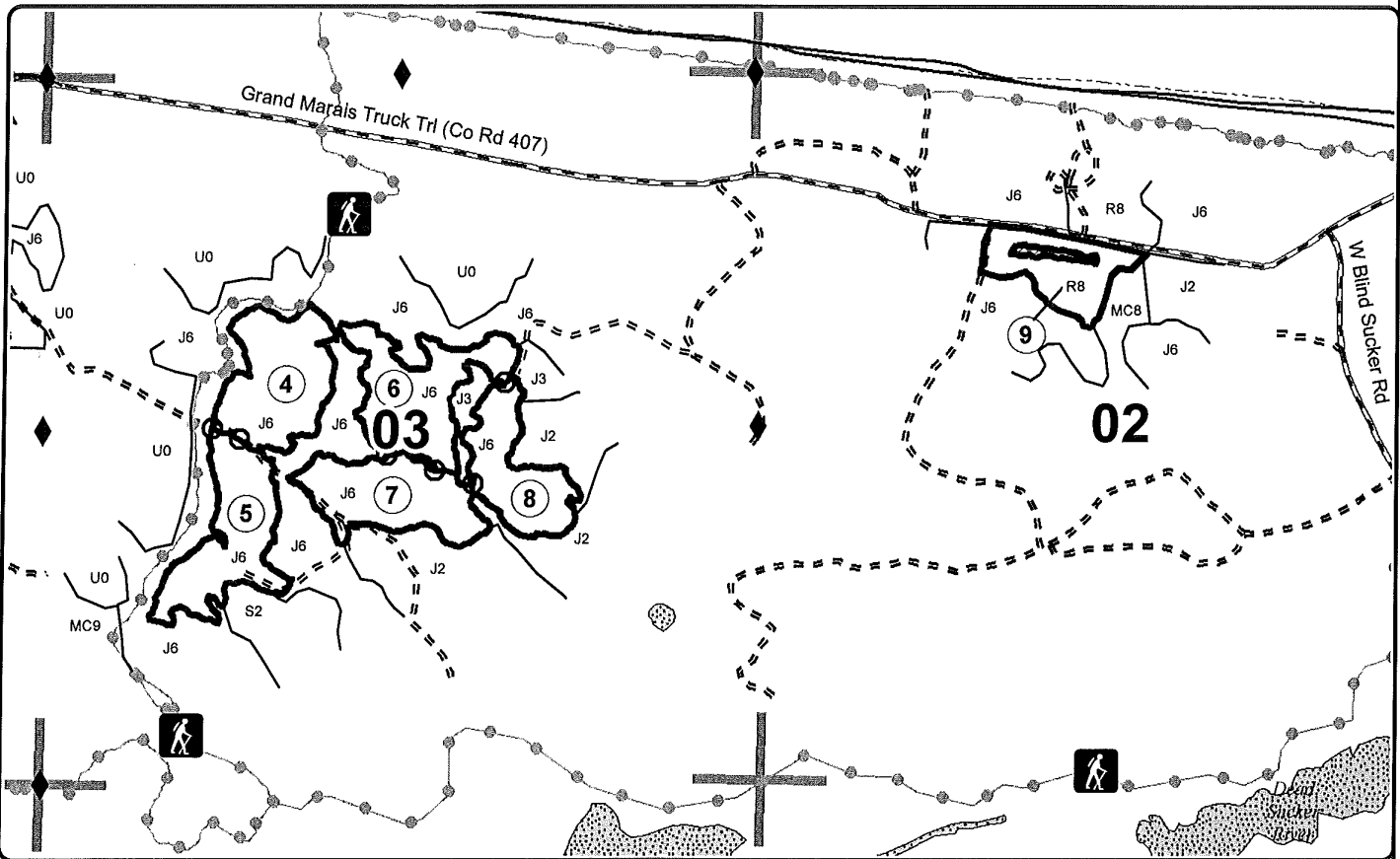
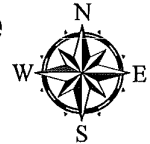
Forest Management Unit Newberry		County Luce	Mapped By Ryan Mattila	Date 2/6/2015	Page 2	of 2
Township 49N	Range 12W	Section(s) and Subdivision(s) Sec 3; S1/2NW, SWNE, NWSE, NESE, SW1/4. Sec 4; NENW, NE1/4		Scale 1:15,840		

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

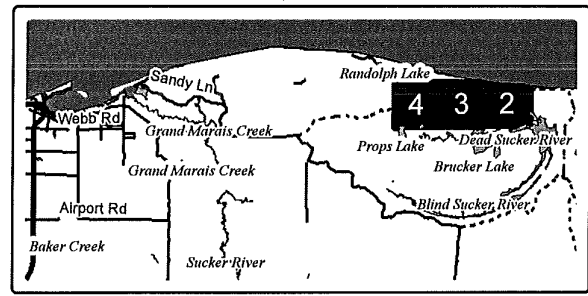
PU	Acres	PU	Acres	PU	Acres
1	13	4	17	7	14
2	20	5	15	8	12
3	22	6	16	9	9

Half and Half Jack Pine

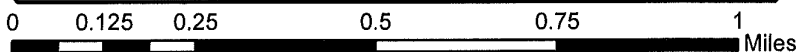
Compartment 1 & 4
138 Acres



Locator Map 1:250,000



Legend			
	Against State (Red)		Payment Unit (Green)
	Adjacent Timber Sale		Hiking Trails
	Retention Area		PU_Label
	Lakes and Rivers All		Survey Corners
	Section Corners		Highway
			Paved
			Gravel
			Poor Dirt
	North Country Trail		



SOUTH RANDOLPH JACK PINE (42-005-15-01)

T49N, R12W, SEC. 04; T49N, R12W, SEC. 05; T50N, R12W, SEC. 31; T50N, R12W, SEC. 32, Luce
County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 28, 2015, 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 & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Jack Pine	4,420.00 Cords	\$ 41.80 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,371.10 :

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Black Spruce	62.00 Cords	\$ 18.05 / Cord
Mixed Hardwood	15.00 Cords	\$ 16.80 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 8.33 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: ____ - ____ - ____ or SOCIAL SECURITY NUMBER: ____ - ____ - ____

Company or individual bidding: _____

Company representative's name: _____

Address: _____

City: _____ State: _____ Zip: _____

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

Individual or company representative's signature: _____ Date: _____

Phone number : _____ Email (optional): _____



TIMBER SALE

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Please Check Appropriate Categories:

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

_____ Full-time Employees

_____ Part-time Employees

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

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

Signature of Owner or Authorized Representative

Title

Date

HALF AND HALF JACK PINE (42-006-15-01)

T49N, R12W, SEC. 02; T49N, R12W, SEC. 03; T49N, R12W, SEC. 04, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 28, 2015, 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 & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Jack Pine	2,402.00 Cords	\$ 41.80 / Cord	\$ _____ / Cord
Red Pine	107.00 Cords	\$ 69.90 / Cord	\$ _____ / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 7.82 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

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Please Check Appropriate Categories:

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

_____ Full-time Employees

_____ Part-time Employees

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

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

Signature of Owner or Authorized Representative

Title

Date