

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

FIREWORKS / T42N, R32W, SEC. 11, SWNW, NESW, SWSW.

T42N, R32W, SEC. 03, SESW, SWSE.

T42N, R32W, SEC. 10, E1/2NW1/4, SESE, NWNE, SENE.

IRON COUNTY (Appr. \$35,305.60)

SEPTEMBER ASPEN / T41N, R32W, SEC. 03, NWSW.
T41N, R32W, SEC. 04, N1/2 SE1/4, SWSE.
IRON COUNTY (Appr. \$45,787.60)

OPPOSITION OAK / T41N, R32W, SEC. 03, SE1/4, SESW1/4.
IRON COUNTY (Appr. \$48,315.70)

SALE DATE AND TIME: 03:00 p.m. on February 18, 2009.

CRYSTAL FALLS

BID INSTRUCTIONS (Ver. 06/23/2008):

- 1. <u>Bid Location, Date, and Time:</u> Bids must be received by the Unit Manager, Crystal Falls Management Unit, 1420 US-2 West, Crystal Falls, MI 49920, no later than 3:00 p.m., local time, on February 18, 2009. For further information concerning this sale, contact the Unit Manager at 906-875-6622.
- 2. <u>Bidder's Qualifications</u>: 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/FMFM 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. <u>Preparation of Sealed Bids:</u> 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. <u>Submission of Sealed Bids</u>: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an <u>envelope clearly identified</u> 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) that it is a "Bid for Timber," and (b) the sale name or number, and (c) 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: 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: 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. <u>Down Payment:</u> 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. <u>Performance Security:</u> 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. <u>Timber Sale Contract</u>: Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/dnr. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection: 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: 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-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC 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.

REBECCA A. HUMPHRIES Director

FIREWORKS (065-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
RED PINE	499.00 CORDS	\$ 50.20/CORD
MIX ASPEN	173.00 CORDS	\$ 28.20/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

SPECIES	ESTIMATED VOLUME*	AP	PRAISED PRICE
SAWLOGS			
RED PINE	20.70 MBF	\$	139.00/MBF
PULPWOOD			
JACK PINE	78.00 CORDS	\$	32.05/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 17.55 percent. These estimated volumes 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 \$1,800.00 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 may 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
	1				35%		
	2				06%		
	3				10%		
	4				02%		
	5				02%		
	6				04%		
	7				02%		
	8				02%		
	9				02%		
1	LO				35%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2011.

Crystal Falls

Michigan Department of Natural Resources - Forest Management TIMBER SALE MAP

YEAR SALE NUMBER 12-065-08-01 08

This information provided by authority of Part 525 of Act 451, PA 1994, as amended. PAGE OF DATE MAPPED BY CYNTHIA COOPER FOREST MANAGEMENT UNIT: COUNTY 09/27/2008 **IRON** CRUISED BY CYNTHIA COOPER

3, SESW,,SWSE SECTION(S) AND SUBDIVISION(S) RANGE TOWNSHIP Scale: |.....4 inches......| = 1 mile 10, E1/2NW1/4, SESE,NWNE,,SENE 11, SWNW,NESW,SWSW

32W 42N **Density Cover Type** 5 = Pole Timber Medium 0 = Non Stocked V = Bog or Marsh P = Lowland Poplar H = Hemlock A = Aspen 6 = Pole Timber Well 1 = Seedling Sapling Poor W = White Pine Q = Mixed Swamp Cnfr J = Jack Pine B = Paper Birch 7 = Saw Timber Poor X = Non Stocked 2 = Seedling Sapling Medium L = Lowland Brush R = Red Pine C = Cedar 8 = Saw Timber Medium 3 = Seedling Sapling Well Z = Water M = Mpi, Bch, Brch S = Black Spruce E = Swamp Hdwoods 9 = Saw Timber Well 4 = Pole Timber Poor N = Marsh T = Tamarack F = Spruce Fir O = Oak U = Upland Brush G = Grass **FIREWORKS 50 ACRES** A3 Unit1 14 acres A3 Unit 2 6 acres PU-2 Unit 3 3 acres RU Unit 4 1.5 acres Unit 5 2.5 acres Unit 6 1.5 acres Unit 7 1.5 acres Pu-3 A3 Unit 8 1.5 acres Unit 9 1 acre Unit 10 17.5 acres PANOLA PLAINS RD PU A5 PU RED PINE MARKED BY Red Sale Boundary Red Unit Line C.COOPER Blue Property Line Poor Dirt Road Abandoned Road Survey Corner

Sale Specific Conditions & Requirements

Sale Name: Fireworks Sale Number: 12-065-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

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

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (2/04)

Within Payment Unit(s) 2 and 4 through 9, cut all trees that are 2 1/2 inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability except cut no red pine, oak or cherry.

2.1.3 - Cut tree marked unit(s) (8/04)

Within Payment Unit(s) 1, 3 and 10 all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also cut all aspen with 1 or more pulp sticks.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

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

2.3 - Log Rule

2.3.1 - Log rule (2/04)

All board foot volumes of sawlog size products in this contract have been determined by the International ¼ Inch Log Rule to a ten inch top DIB.

3 - Payments

3.4 - Damaged Timber

Sale Name: Fireworks Sale Number: 12-065-08-01

3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (6/07)

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. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth.

4.2 - Maintenance

4.2.1 - Hauling restriction (3/07)

Hauling may be restricted on forest roads by the Unit Manager or their representative. The restriction may occur during wet weather conditions.

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 (2/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations The Unit Manager or their representative must be contacted at least 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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.

Sale Name: Fireworks Sale Number: 12-065-08-01

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.

5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

5.2.1.8 - Slash height (2/04)

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

5.2.1.10 - No slash in openings (7/07)

No brush or logging debris is to be left on the maintained wildlife opening. This opening is noted on the map as 'G'. Any damage to the opening shall be repaired according to specifications of the Unit Manager or their representative.

5.2.2 - 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.

5.2.12 - Bark slippage restriction (3/07)

Within Payment Unit(s) 1,3 and 10, cutting, skidding, and hauling are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

5.2.15 - Bark beetle restriction (2/04)

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 their representative, within fifteen days of being severed from the stump. Pine logs, pulpwood piles and treetop piles for chipping that are decked 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 option if the risk of damage warrants.

5.2.32 - Decking/landing restoration (2/04)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to insure the proper regeneration of the stand.

5.4 - Soil Protection

Sale Name: Fireworks Sale Number: 12-065-08-01

5.4.1 - Rutting restriction, general (5/08)

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

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.

SEPTEMBER ASPEN (071-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	AF	PRAISED PRICE
SAWLOGS			
RED OAK	20.70 MBF	\$	285.00/MBF
PULPWOOD			
MIX ASPEN	1015.00 CORDS	\$	29.85/CORD
MIX HARDWD	371.00 CORDS	\$	25.85/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 14.76 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,500.00 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 may 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
1				75%		
2				10%		
3				10%		
4				05%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2011.

DNR DNR

Michigan Department of Natural Resources - Forest Management TIMBER SALE MAP

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

SALE NUMBER YEAR 12-071-08-01 08

FOREST MANAGEMENT UNIT: COUNTY IRON CRUISED BY CYNTHIA COOPER PAGE OF 9/19/2008 1 1

TOWNSHIP **RANGE** SECTION(S) AND SUBDIVISION(S) Scale: |.....4 inches......| = 1 mile 41N 32W 3 NWSW, 4 N1/2SE1/4,SWSE **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 SEPTEMBER ASPEN **IRON COUNTY** 59 ACRES UNIT 1 38 acres UNIT 2 8 acres UNIT 3 9 acres UNIT 4 4 acres PA AL Pui A3 AG. 06 PUT Powerline R.O.W. Good Gravel Road Abandoned Road Blue Paint Line Red Paint Line Survey Corner

Sale Specific Conditions & Requirements

Sale Name: September Aspen Sale Number: 12-071-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

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

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (2/04)

Within Payment Unit(s) 1-4, cut all trees that are 2 inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability EXCEPT CUT NO OAK IN UNITS 1,2 AND 3 UNLESS MARKED AT DBH AND ON THE STUMP WITH ORANGE PAINT. ALL OAK IN UNIT 4 IS TO BE CUT. CUT NO PINE IN ANY UNIT.

2.1.12 - Reserve trees (2/04)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are all unmarked oak in units 1-3 and all pine in units 1-4. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$25 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

2.1.15 - Hazard trees near county roads (4/05)

Cut and remove all standing dead trees within 100 feet of the cleared portion of designated county roads. These cut snags may be utilized or must be scattered back into the sale area.

2.2 - Utilization

2.2.4 - Skidding length (2/04)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or their representative.

2.3 - Log Rule

2.3.1 - Log rule (2/04)

All board foot volumes of sawlog size products in this contract have been determined by the International ¼ Inch Log Rule to a ten inch top DIB.

3 - Payments

Section Name: Sale Specific Page 1 of 4 Current as of 10/8/2008 11:15:56AM

Sale Name: September Aspen Sale Number: 12-071-08-01

3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (6/07)

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. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth.

4.2 - Maintenance

4.2.1 - Hauling restriction (3/07)

Hauling may be restricted on forest roads by the Unit Manager or their representative. The restriction may occur during wet weather conditions.

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 (2/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or their representative must be contacted at least 10 days in advance to schedule the conference.

Section Name: Sale Specific Page 2 of 4 Current as of 10/8/2008 11:15:56AM

Sale Name: September Aspen Sale Number: 12-071-08-01

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

5.2.1.8 - Slash height (2/04)

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

5.2.2 - 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

5.2.3.2 - Operating restrictions (3/07)

Within Payment Unit(s) 4, unless changed by written agreement, cutting, skidding, and hauling are limited to July 15 to December 1. This restriction is to aid in scarification for oak regeneration.

5.2.12 - Bark slippage restriction (3/07)

Within Payment Unit(s) 1-4, cutting, skidding, and hauling are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage in residual oak.

5.2.32 - Decking/landing restoration (2/04)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to insure the proper regeneration of the stand.

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

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

5.4 - Soil Protection

Sale Name: September Aspen Sale Number: 12-071-08-01

5.4.1 - Rutting restriction, general (5/08)

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

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.

Section Name: Sale Specific

OPPOSITION OAK (074-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	AP	PRAISED PRICE
SAWLOGS			
RED OAK	21.60 MBF	\$	240.00/MBF
PULPWOOD			
MIX ASPEN	1060.00 CORDS	\$	28.55/CORD
MIX HARDWD	521.00 CORDS	\$	24.70/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 17.07 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,500.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may 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
1				30%		
2				25%		
3				15%		
4				30%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2011.

Michigan Department of Natural Resources - Forest Management **TIMBER SALE MAP**

SALE NUMBER 12-074-08-01

YEAR 08

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

FOREST MANAGEMENT UNIT: COUNTY **IRON** Crystal Falls

MAPPED BY CYNTHIA COOPER

CRUISED BY ED RICE, SCOTT SEBERO

DATE 09/30/2008 PA OF GE

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1

TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S)

Scale: |.....4 inches......| = 1 mile 32W 41N 3, SE1/4, SE1/4SW1/4 Cover Type Density A = Aspen B = Paper Birch H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium 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 **OPPOSITION OAK** 82 ACRES Unit 1 25 acres Unit 2 21 acres Unit 3 12 acres Unit 4 24 acres

PAINT POND RD A3

Marked by Crystal Falls Staff

Red Sale Boundary Blue Property Line Red Unit Line Good Gravel Road Poor Dirt Road **Power Line** Survey Corner

Sale Specific Conditions & Requirements

Sale Name: Opposition Oak Sale Number: 12-074-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint. Do not cut red or blue painted sale boundary line trees. Red painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (2/04)

Within Payment Unit(s) 1 through 4, cut all trees that are 2 1/2 inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability EXCEPT CUT ONLY OAK THAT ARE MARKED WITH ORANGE PAINT AT DBH AND STUMP LEVEL. ALSO, NO PINE OR CHERRY ARE TO BE CUT.

2.1.15 - Hazard trees near county roads (4/05)

Cut and remove all standing dead trees within 100 feet of the cleared portion of designated county roads. These cut snags may be utilized or must be scattered back into the sale area.

2.2 - Utilization

2.2.4 - Skidding length (2/04)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or their representative.

2.3 - Log Rule

2.3.1 - Log rule (2/04)

All board foot volumes of sawlog size products in this contract have been determined by the International 1/4 Inch Log Rule to a ten inch top DIB.

3 - Payments

3.4 - Damaged Timber

Sale Name: Opposition Oak Sale Number: 12-074-08-01

3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (6/07)

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. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth.

4.2 - Maintenance

4.2.1 - Hauling restriction (3/07)

Hauling may be restricted on forest roads by the Unit Manager or their representative. The restriction may occur during wet weather conditions.

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 (2/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations The Unit Manager or their representative must be contacted at least 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

Sale Name: Opposition Oak Sale Number: 12-074-08-01

5.2.1 - Slash

5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

5.2.1.8 - Slash height (2/04)

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

5.2.2 - 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.

5.2.12 - Bark slippage restriction (3/07)

Within Payment Unit(s) 1 thru 4, cutting, skidding, and hauling are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

5.2.32 - Decking/landing restoration (2/04)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to insure the proper regeneration of the stand.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (5/08)

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

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.

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS

FIREWORKS (065-08-01)

T42N, R32W, SEC. 11, SWNW, NESW, SWSW.

T42N, R32W, SEC. 03, SESW, SWSE.

T42N, R32W, SEC. 10, E1/2NW1/4, SESE, NWNE, SENE.

IRON COUNTY

In response to the notice of sale to be held 03:00 p.m. on February 18, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUM	ME* = VALUE
PULPWOOD				
RED PINE	\$ 50.20/CORD	\$X	499.00 CORDS	= \$
MIX ASPEN	\$ 28.20/CORD	\$X	173.00 CORDS	= \$
			SUBTOTAL 1	\$
In addition, the suc appraised price:	cessful bidder agrees	to purchase the	following specie	es at the
SPECIES	APPRAISED PRICE	ESTIMATED	VOLUME* V	ALUE
SAWLOGS				
RED PINE PULPWOOD	\$ 139.00/MBF	20.70	MBF = \$	2,877.30
JACK PINE	\$ 32.05/CORD	78.00	CORDS = \$	2,499.90
		ຮບ	BTOTAL 2 \$	5,377.20
	SUBTOTAL 1 +	SUBTOTAL 2 = T	OTAL BID VALUE S	\$
estimated volumes ar	atistically estimated e final and not subje er and to make their	ct to adjustment.	Prospective b	idders are urged
will be the basis to must be bid or the b awarding a contract	y or all bids may be determine total bid id form may be reject will be based upon my equipment and manpowe	value. All bids : ed. I also unders past performance	must be signed a tand that consider and ability to	and all bid items deration and
(bidder's	printed name)	(bidder's si	gnature)	
Address/Telephone				

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE WITHIN 21 DAYS OF SALE AWARD



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY				
Sale or Permit No				
Year:	Type:			
Forest Area:				

As required by Act 317, P.A. 1969 (Woi of Act 451 of 1994.		art 52 5	Forest Area:		
	OF WORKER'S DISABIL				
 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 print 	ted except for written s	ignatures.			
Please Check Appropriate Categories:					
 My business is organized as (you must A. Sole Proprietorship (individual) B. Partnership Corporation 	check <u>one</u> of the boxes b	pelow):			
 You must check one of the boxes below I certify that my business is a so Worker's Compensation Laws. 		has no employ	rees but the sole prop	prietor. I am not subject to the	
 B. I certify that my business has s Notice of Exclusion (BWC-337, I award. (For questions or a copy C. I certify that my business has a days of the contract award. 3. If you have checked item 2(A) or 2(B), 	Rev. 5/96). I will provide of the BWC-337, please Worker's Compensation you must indicate the	e a copy of the call the Worker Policy. I will purpose number of bot	e Notice of Exclusion r's Compensation Bur provide an original Ce	within 21 days of the contract eau at 517-322-1195).	
including family members and active part	ners (if none, you must e	enter "0").	·		
Full Time	e Employees		F	Part Time Employees	
lame of Business		Federal ID (or) So	ocial Security No.		
ddress		Telephone No.			
	(
ity	State		Zip + 4		
hereby certify that the above information is trooverage during any of my present and future of Signature of Owner or Authorized Represen	operations.	o notify the DN	R of any changes tha	t occur in factors affecting my	
Title		Date			

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

SEPTEMBER ASPEN (071-08-01) T41N, R32W, SEC. 03, NWSW. T41N, R32W, SEC. 04, N1/2 SE1/4, SWSE. IRON COUNTY

In response to the notice of sale to be held 03:00 p.m. on February 18, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	5	API	PRAISED PR	ICE	BID PRICE		ESTIMATE	VOLUME*	=	VALUE
SAWLOGS	3									
RED	OAK	\$	285.00/MB	F \$	\$	X	20.70	MBF	=	\$
PULPWOO	DD .					=				
MIX	ASPEN	\$	29.85/CO	RD \$	<u> </u>	Х	1015.00	CORDS	=	\$
MIX	HARDWD	\$	25.85/CO	RD \$	<u> </u>	x	371.00	CORDS	=	\$
							TOTAL BII	VALUE \$		
estima	volumes are statisated volumes are finance this timber a	inal	l and not	subject	to adjustm	ent.	Prospec	ctive bidd	ler	s are urged
will be must be awardir	rstand that any or e the basis to deto e bid or the bid fo ng a contract will ct based upon equi	erm: orm be	ine total may be re based upo	bid val jected. n my pa	lue. All bi . I also unc ast performa	.ds i lers ince	nust be s tand that and abil:	igned and considera	al ati	l bid items on and
	(bidder's prin	ted	name)		(bidder's	sig	gnature)			
Addı	ress/Telephone							***************************************		

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE WITHIN 21 DAYS OF SALE AWARD



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY					
Sale or Permit No					
Year:	Type:				
Forest Area:					

	As required by Act 317, P.A. 1969 (Worker	's Compensation) and P	art 525	Forest Area:					
	of Act 451 of 1994, as		art 525	Torest Area.					
	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.								
•									
Ple	Please Check Appropriate Categories:								
1.	 My business is organized as (you must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 								
2.	You must check one of the boxes below:								
	A. I certify that my business is a sole Worker's Compensation Laws.	proprietorship and it	has no employ	ees but the sole prop	rietor. I am not subject to the				
	 B.								
3.	3. If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than yourself including family members and active partners (if none, you must enter "0").								
	Full Time Er	mployees		P	art Time Employees				
lam	e of Business	F	ederal ID (or) So	ocial Security No.					
ddre	ess		Telephone No.						
		(
ity State				Zip + 4					
	hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my overage during any of my present and future operations. Signature of Owner or Authorized Representative								
Titl	е		Date	ate					

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS

OPPOSITION OAK (074-08-01) T41N, R32W, SEC. 03, SE1/4, SESW1/4. IRON COUNTY

In response to the notice of sale to be held 03:00 p.m. on February 18, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES		PRAISED PRICE	BID I	PRICE	ESTIMATED VOLUME* = VALUE		
SAWLOGS							
RED OAK	\$	240.00/MBF	\$	x	21.60 MBF	= \$	
PULPWOOD							
MIX ASPEN	\$	28.55/CORD	\$	x	1060.00 CORDS	= \$	
MIX HARDWI	\$	24.70/CORD	\$	x	521.00 CORDS	= \$	
					TOTAL BID VALUE	\$	
estimated vo	lumes are fina	l and not subj	ect to a	djustment	or minus (-) 17 . Prospective b quantity and qu	idders are urged	
will be the b must be bid o awarding a co	pasis to determ or the bid form ontract will be	nine total bid n may be reject	value. A ced. I ala past per	All bids so unders rformance	t the individual must be signed a tand that consider and ability to control.	nd all bid items eration and	
ibi	.dder's printed	i name)	(bic	dder's si	gnature)	_	
Address/Te	alenhone						

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE WITHIN 21 DAYS OF SALE AWARD



Michigan Department of Natural Resources Forest, Mineral and Fire Management

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 or Permit No					
Year:	Type:				
Forest Area:					
li olest Alea.					

	of Act 451 of 1994, a	as amended.							
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE								
This sale	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.								
In ad	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 Ir	All Information must be typed or printed except for written signatures.								
Please Cl	neck Appropriate Categories:								
A. 🗌 B. 🔲	My business is organized as (you must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation								
A. □ B. □ C. □	 You must check one of the boxes below: A.								
	- Cui Time	e Employees		Part Time Empl	loyees				
lame of Bu	siness		Federal ID (or) So	ocial Security No.					
ddress			Telephone No.						
ity		State		Zip + 4					
nereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my overage during any of my present and future operations. Signature of Owner or Authorized Representative									
Title			Date)					