

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

7 MILE CENTRAL / T36N, R25W, SEC. 02, NW1/4, NWNE, SWNE.
T36N, R25W, SEC. 03, NESW, NWSE, NESE, SWNE, SENE.
MENOMINEE COUNTY (Appr. \$58,578.80)

FOX ROAD EAST / T36N, R25W, SEC. 01, SWSW, SWNE, SENE, SE1/4.

MENOMINEE COUNTY (Appr. \$19,844.15)

SEVEN MILE HARDWOOD / T37N, R24W, SEC. 19, W1/2SE,E1/2SW,SWSW.
T37N, R24W, SEC. 30, NENW.
DELTA COUNTY (Appr. \$11,073.65)

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SALE DATE AND TIME: 04:00 p.m. on February 18, 2009.

ESCANABA

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

- 1. <u>Bid Location, Date, and Time:</u> Bids must be received by the Unit Manager, Escanaba Management Unit, 6833 Hwy 2, 41 & M-35, Gladstone, MI 49837, no later than 4:00 p.m. on February 18, 2009. For further information concerning this sale, contact the Unit Manager at 906-786-2354.
- 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 <u>not permitted</u> 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. Submission of Sealed Bids: 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) 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. <u>Public Opening of Sealed Bids:</u> 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. Timber Sale Contract: 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

7 MILE CENTRAL (002-08-01)

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 PRIC				
PULPWOOD						
Q. ASPEN	1010.00 CORDS	\$	27.50/CORD			
RED PINE	153.00 CORDS	\$	29.90/CORD			
MIX HARDWD	462.00 CORDS	\$	26.90/CORD			

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

SPECIES	ESTIMATED '	VOLUME*	AP	PRAISED PRICE
SAWLOGS				
P. BIRCH	2.40	MBF	\$	64.00/MBF
WHITE PINE	20.50	MBF	\$	141.00/MBF
RED PINE	10.90	MBF	\$	145.00/MBF
MIX HARDWD	4.40	MBF	\$	167.00/MBF
PULPWOOD				
P. BIRCH	100.00	CORDS	\$	19.15/CORD
B. SPRUCE	157.00	CORDS	\$	23.10/CORD
TAMARACK	8.00	CORDS	\$	19.55/CORD
WHITE PINE	85.00	CORDS	\$	13.30/CORD
MIX SOFTWD	73.00	CORDS	\$	22.10/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 11.60 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 \$5,000.00 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 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				09%		
	3				06%		
	4				17%		
	5				08%		
	6				02%		
	7				04%		
	8				07%		
	9				04%		
	10				0.83		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on March 31, 2012.



Michigan Department of Natural Resources - Forest, Mineral & Fire Management

TIMBER SALE MAP

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

Sale Number Year 33-02-08-01 2008

Forest Management Unit County Mapped By Date RACINE Page of ESCANABA MENOMINEE Cruised By MCNAMEE, RACINE 9/23/2008 Township Range Section(s) and Subdivision(s) 36N 25W (2) NW1/4, NWNE, SWNE (3) NESW, NWSE, NESE, SWNE, SENE Scale: |...4 inches......| = 1 mile Cover Type Density Aspen
B = Paper Birch G = Grass O = Oak 0 = Non Stocked U = Upland Brush 5 = Pole Timber Medium H = Hemlock P = Lowland Poplar = Bog or Marsh 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 2 = Seedling Sapling Medium 7 = Saw Timber Poor D = Treed Bog = Lowland Brush R = Red Pine X = Non Stocked 3 = Seedling Sapling Well 8 = Saw Timber Medium M = Mpl, Bch, Brch E = Swamp Hdwoods S = Black Spruce Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well N = Marsh F = Spruce Fir T = Tamarack 7-MILE CENTRAL LEGEND (163 ACRES) 4 County Grave Unit 1 = 34 acres 6 = 4 acres 6 4 = 20 10= 25 Ly(Yellow) Unit 163 total acres

Sale Specific Conditions & Requirements

Sale Name: 7 Mile Central Sale Number: 33-002-08-01

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, red and yellow 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 yellow and red x paint marks. Do not cut painted boundary line trees unless also marked with orange paint. Yellow 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 (5/07)

Within Payment Unit(s) 1, 3, 6, and 7, cut all trees which meet minimum piece specifications in 2.2 Utilization except do not cut any pine within units 1 and 3.

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

Within Payment Unit(s) 9 and 10, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.4 - Species designation unit(s) (5/07)

Within Payment Unit(s) 5 and 8, all aspen are designated for cutting which meet minimum piece specifications in 2.2 Utilization regardless of merchantability. Do not cut any pine within these payment units.

Within Payment Unit 2, cut all aspen and birch. Also, cut all spruce and fir with 3 or more merchantable pulpwood sticks. Within this payment unit cut only those red maple that measure less than 9 inches (DBH) and have a stump diameter less than 10.5 inches measured at a point 6 inches above ground level.

Within Payment Unit 4, cut all red maple, aspen, and white birch. Also, cut all spruce and fir with 3 or more merchantable pulpwood sticks. Within this payment unit cut only those pine that measure 20 inches or more (DBH) and have a stump diameter of 21.5 inches or greater measured at a point 12 inches above ground level. Within this payment unit do not cut any cedar.

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.

Sale Name: 7 Mile Central Sale Number: 33-002-08-01

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. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

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 to determine landing and road locations. The Unit Manager or their representative must be contacted at least 5 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

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.

Sale Name: 7 Mile Central Sale Number: 33-002-08-01

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) 6 and 7, unless changed by written agreement, cutting, skidding, and hauling are limited to 12/1 to 3/31, or when the ground is frozen. This restriction is because the sale area is low and wet.

5.2.3.3 - Operating restrictions (3/07)

Within Payment Unit(s) 2, 4, 5, 8, 9 and 10, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of when the ground is not frozen. This restriction is because the soil must be scarified to allow for an exposed mineral seed bed.

5.2.12 - Bark slippage restriction (3/07)

Within Payment Unit(s) 9 and 10, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.2.37 - No decking areas (10/04)

No decking is allowed within 50 feet of any of the ORV trail including the 7 Mile Marsh Road or North Branch of the North Fox Road without permission of the Unit Manager or their representative.

5.2.39 - ORV trail protection (9/07)

7 Mile Marsh Road and the North Branch of North Fox Road, as well as roads marked with an ORV symbol, are an ORV trail and is shown on the attached Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline. Skidding across the trail may only occur in locations approved by the sale administrator.

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.

6 - Safety and Fire Prevention

6.2 - Signing

Sale Name: 7 Mile Central Sale Number: 33-002-08-01

6.2.1 - Road posting (9/08)

The purchaser is responsible for posting and maintaining caution signs on any portion of the ORV trail including the 7 Mile Marsh and North Branch of the North Fox Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs for use on State-owned land.

FOX ROAD EAST (009-08-01)

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*	API	PRAISED PRICE
PULPWOOD			
Q. ASPEN	209.00 CORDS	\$	25.90/CORD
MIX SOFTWD	120.00 CORDS	\$	20.80/CORD
MIX HARDWD	251.00 CORDS	\$	25.35/CORD

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

SPECIES	ESTIMATED VOL	UME* AP	PRAISED PRICE
SAWLOGS			
RED MAPLE	6.20 MB	F \$	149.00/MBF
YEL. BIRCH	2.40 MB	F \$	245.00/MBF
P. BIRCH	3.10 MB	F \$	59.00/MBF
MIX HARDWD	3.80 MB	F \$	153.00/MBF
PULPWOOD			
RED MAPLE	51.00 CO	RDS \$	17.95/CORD
YEL. BIRCH	22.00 CO	RDS \$	25.35/CORD
P. BIRCH	54.00 CO	RDS \$	18.05/CORD
B. SPRUCE	39.00 CO	RDS \$	21.75/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 11.17 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 \$1,500.00 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				17%		
:	2				04%		
	3				79%		

- 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.

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Sale Specific Conditions & Requirements

Sale Name: Fox Road East Sale Number: 33-009-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

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

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (5/07)

Within Payment Unit(s) 2, cut all trees which meet minimum piece specifications in 2.2 Utilization except leave trees identified in accordance with 2.1.10 - Leave trees. Leave trees within clearcutting unit boundaries are not Included Timber and are to be protected.

Within payment unit 3, cut all trees which meet minimum piece specifications in 2.2 Utilization except pine. Do not cut any pine.

2.1.4 - Species designation unit(s) (5/07)

Within Payment Unit(s) 1, all aspen, balm, and white birch are designated for cutting which meet minimum piece specifications in 2.2 Utilization regardless of merchantability. Cut all spruce and fir with 3 or more merchantable pulpwood sticks. Within this payment unit cut only those red maple and yellow birch that measure 10 inch (DBH) or more and have a stump diameter of 11.5 inches measured at a point 6 inches above ground level. Do not cut any cedar, pine, or hemlock.

2.1.10 - Leave trees (2/04)

Within payment unit 2 leave one healthy, mature black spruce tree (7 inch or greater DBH) spaced evenly every 75 feet (this leaves 8 trees per acre).

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 3, may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.1 - Construction

Sale Name: Fox Road East Sale Number: 33-009-08-01

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. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

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 to determine landing and road locations. The Unit Manager or their representative must be contacted at least 5 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

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.

5.2.39 - ORV trail protection (9/07)

All roads into the sale area are part of the ORV trail system. Do not cut trees or damage posts with orange ORV markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline. Skidding across the trail may only occur in locations approved by the sale administrator.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/08)

The purchaser is responsible for posting and maintaining caution signs on the North Branch of the North Fox road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs for use on State-owned land.

SEVEN MILE HARDWOOD (010-08-01)

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
SAWLOGS		
SUG. MAPLE	3.70 MBF	\$ 315.00/MBF
PULPWOOD		
Q. ASPEN	77.00 CORDS	\$ 26.85/CORD
MIX HARDWD	235.00 CORDS	\$ 26.30/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 MAPLE	4.40	MBF	\$	124.00/MBF
YEL. BIRCH	.30	MBF	\$	124.00/MBF
BASSWOOD	.70	MBF	\$	108.00/MBF
WHITE ASH	.40	MBF	\$	116.00/MBF
P. BIRCH	1.40	MBF	\$	124.00/MBF
MIX HARDWD	.20	MBF	\$	124.00/MBF
PULPWOOD				
P. BIRCH	22.00	CORDS	\$	18.70/CORD
MIX SOFTWD	16.00	CORDS	\$	21.60/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 21.04 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 \$600.00 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				13%		
2				56%		
3				31%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on March 31, 2012.



Michigan Department of Natural Resources - Forest, Mineral & Fire Management

TIMBER SALE MAP

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

Sale Number Year

5 = Pole Timber Medium

6 = Pole Timber Well

33-010-08-01

2008 Mapped By Mc Name e Forest Management Unit County Date Page Escanaba Cruised By MCA humal Racine 9-25-08

Township Range Section(s) and Subdivision(s) 19 W125E, E125W, SWSW 37N 24W

<u>30 NENW</u> **Density**

Cover Type A = Aspen O = Oak

G = Grass B = Paper Birch H = Hemlock C = Cedar J = Jack Pine D = Treed Bog L = Lowland Brush

N = Marsh

M = Mpl, Bch, Brch

P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce

T = Tamarack

U = Upland Brush V = Bog or Marsh W = White Pine X = Non Stocked Z = Water

0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium

7 = Saw Timber Poor 3 = Seedling Sapling Well 8 = Saw Timber Medium 4 = Pole Timber Poor 9 = Saw Timber Well 201

SEVEN MILE HARDWOODS (53 ACRES)



LEGEND.

E = Swamp Hdwoods

F = Spruce Fir

RED PAINT LINE BLUE PAINT LINE

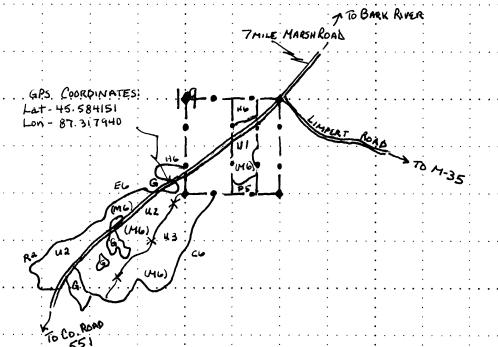
* YELLOW PAINT (PAYMENT UNIT LINE)

0:5

0.25

SG OPENING

L.# - PAYMENT UNIT



0 Miles

Sale Specific Conditions & Requirements

Sale Name: Seven Mile Hardwood Sale Number: 33-010-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by blue, red and yellow 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 yellow paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, and 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also within units 1, 2, and 3 cut all aspen and balsam poplar. Cut only those basam fir and spruce that will yield at least three (3) 100" pulpwood sticks to a minimum top diameter of four (4) inches.

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.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 2 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.1 - Construction

4.1.6 - 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 Disturbed soil shall be feathered into the woods and not left in berms or windrows.

Sale Name: Seven Mile Hardwood Sale Number: 33-010-08-01

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown 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. Contact the sale administrator for specific details of design and placement.

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 to determine landing and road locations. The Unit Manager or their representative must be contacted at least 5 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

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.

5.2.1.10 - No slash in openings (7/07)

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

5.2.12 - Bark slippage restriction (3/07)

Within Payment Unit(s) 1, 2, and 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.4 - Soil Protection

Sale Name: Seven Mile Hardwood Sale Number: 33-010-08-01

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.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/08)

The purchaser is responsible for posting and maintaining caution signs on the Seven Mile Marsh road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs for use on State-owned land.

7 MILE CENTRAL (002-08-01)

T36N, R25W, SEC. 02, NW1/4, NWNE, SWNE.
T36N, R25W, SEC. 03, NESW, NWSE, NESE, SWNE, SENE.

MENOMINEE COUNTY

In response to the notice of sale to be held 04:00 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 VOLUME*	= VALUE
PULPWOOD				
Q. ASPEN	\$ 27.50/CORD	\$x	1010.00 CORDS	= \$
RED PINE	\$ 29.90/CORD	\$x	153.00 CORDS	= \$
MIX HARDWD	\$ 26.90/CORD	\$x	462.00 CORDS	= \$
			SUBTOTAL 1 \$	

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

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAWLOGS			
P. BIRCH	\$ 64.00/MBF	2.40 MBF	= \$ 153.60
WHITE PINE	\$ 141.00/MBF	20.50 MBF	= \$ 2,890.50
RED PINE	\$ 145.00/MBF	10.90 MBF	= \$ 1,580.50
MIX HARDWD	\$ 167.00/MBF	4.40 MBF	= \$ 734.80
PULPWOOD			
P. BIRCH	\$ 19.15/CORD	100.00 CORDS	= \$ 1,915.00
B. SPRUCE	\$ 23.10/CORD	157.00 CORDS	= \$ 3,626.70
TAMARACK	\$ 19.55/CORD	8.00 CORDS	= \$ 156.40
WHITE PINE	\$ 13.30/CORD	85.00 CORDS	= \$ 1,130.50
MIX SOFTWD	\$ 22.10/CORD	73.00 CORDS	= \$ 1,613.30
		SUBTOTAL 2	\$ 13,801.30
	SUBTOTAL 1 + SUBTO	OTAL 2 = TOTAL BID	VALUE \$

^{*}These volumes are statistically estimated within plus (+) or minus (-) 11.60%. 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.

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

(bidder's printed name)			(bidd	ler's	sig	natu	re)			
.ddress/Telepho	ne									
THE	WINNING	BIDDER	MUST	COMPLETI	E THE	FORM	ON	THE	REVERSE	SIDE
		WI	THIN	21 DAYS	OF SA	LE AW	ARD)		



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:				

	COMPENSATION AC	T COMPLIANCE					
	As required by Act 317, P.A. 1969 (Wor. of Act 451 of 1994,		Part 525	Forest Area:			
	VERIFICATION C	F WORKER'S DISABI	LITY COMPENS	SATION ACT COM	/PLIANCE		
•	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 checkays of the contract award and prior to				nce must be submitted within 21		
•	All Information must be typed or print	ed except for written	signatures.				
Ple	ase Check Appropriate Categories:			· · · · · · · · · · · · · · · · · · ·			
1.	My business is organized as (you must of A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	check <u>one</u> of the boxes	below):				
2.	You must check one of the boxes below:	:					
	A. I certify that my business is a so Worker's Compensation Laws.	ole proprietorship and i	t has no employ	ees but the sole	proprietor. I am not subject to the		
	 B.	Rev. 5/96). I will provi	de a copy of the	Notice of Exclus	sion within 21 days of the contract		
	C. I certify that my business has a days of the contract award.	Worker's Compensatio	n Policy. I will p	provide an origina	I Certificate of Insurance within 21		
3.	If you have checked item 2(A) or 2(B), including family members and active part			h full and part tir	ne employees other than yourself		
	Full Time	e Employees			Part Time Employees		
		•					
lam	e of Business		Federal ID (or) S	ocial Security No.			
ddr	ess		Telephone No.				
ity		State		Zip + 4			
ove	eby certify that the above information is the rage during any of my present and future grade of the second	operations.	to notify the DN	R of any changes	that occur in factors affecting my		
Tit	le		Date				

ESCANABA MANAGEMENT UNIT GLADSTONE

T36N, R25W, SEC. 01, SWSW, SWNE, SENE, SE1/4. MENOMINEE COUNTY

In response to the notice of sale to be held 04:00 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 PULPWOOD	APPRAISED PRIC	BID PRICE	ESTIMATED VOLUME*	= VALUE
Q. ASPEN	\$ 25.90/CORD) \$ X	209.00 CORDS	= \$
MIX SOFTWD	\$ 20.80/CORD) \$ <u> </u>	120.00 CORDS	= \$
MIX HARDWD	\$ 25.35/CORD) \$ <u> </u>	251.00 CORDS	= \$
			SUBTOTAL 1 \$	

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

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAWLOGS			
RED MAPLE	\$ 149.00/MBF	6.20 MBF	= \$ 923.80
YEL. BIRCH	\$ 245.00/MBF	2.40 MBF	= \$ 588.00
P. BIRCH	\$ 59.00/MBF	3.10 MBF	= \$ 182.90
MIX HARDWD	\$ 153.00/MBF	3.80 MBF	= \$ 581.40
PULPWOOD			
RED MAPLE	\$ 17.95/CORD	51.00 CORDS	= \$ 915.45
YEL. BIRCH	\$ 25.35/CORD	22.00 CORDS	= \$ 557.70
P. BIRCH	\$ 18.05/CORD	54.00 CORDS	= \$ 974.70
B. SPRUCE	\$ 21.75/CORD	39.00 CORDS	= \$ 848.25
		SUBTOTAL 2	\$ 5,572.20
	SUBTOTAL 1 + SU	BTOTAL 2 = TOTAL BID	VALUE \$

^{*}These volumes are statistically estimated within plus (+) or minus (-) 11.17%. 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.

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

(bidder's printed name)	(bidder's signature)
Address/Telephone	
darebb/ rerephone	



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 (Wor		Don't 535	Forest Area		
	of Act 451 of 1994,		-an 525	ruiest Area	1.	
	VERIFICATION C	F WORKER'S DISABI	LITY COMPENS	ATION AC	T COMPLIANCE	
•	This verification must be completed a sale contract.	and submitted within 2	21 days of contr	act award	and prior to the	issuance of the timber
•	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	ed except for written	signatures.			
Ple	ase Check Appropriate Categories:					
1.	My business is organized as (you must of A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	check <u>one</u> of the boxes	below):			
2.	You must check one of the boxes below	:				
	A. \(\sum \) I certify that my business is a so Worker's Compensation Laws.	ole proprietorship and i	t has no employ	ees but th	e sole proprietor.	I am not subject to the
	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 days of the contract award.	·	·			
	If you have checked item 2(A) or 2(B), including family members and active part			h full and	part time employ	ees other than yourself
	Full Time	e Employees			Part Ti	me Employees
Nam	e of Business		Federal ID (or) So	ocial Securi	ty No.	
Addr	ess		Telephone No.			
City		State	<u> </u>	Zip) + 4	
	eby certify that the above information is tr rage during any of my present and future		to notify the DN	IR of any c	hanges that occu	r in factors affecting my
Si	gnature of Owner or Authorized Represer	ntative				
Tit	Ha.		Date			

SEVEN MILE HARDWOOD (010-08-01) T37N, R24W, SEC. 19, W1/2SE,E1/2SW,SWSW. T37N, R24W, SEC. 30, NENW. DELTA COUNTY

In response to the notice of sale to be held 04:00 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 VOLUME*	= VALUE
SAWLOGS				
SUG. MAPLE	\$ 315.00/MBF	\$X	3.70 MBF	= \$
PULPWOOD				
Q. ASPEN	\$ 26.85/CORD	\$X	77.00 CORDS	= \$
MIX HARDWD	\$ 26.30/CORD	\$X	235.00 CORDS	= \$
			SUBTOTAL 1 \$	

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

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAWLOGS			
RED MAPLE	\$ 124.00/MBF	4.40 MBF	= \$ 545.60
YEL. BIRCH	\$ 124.00/MBF	.30 MBF	= \$ 37.20
BASSWOOD	\$ 108.00/MBF	.70 MBF	= \$ 75.60
WHITE ASH	\$ 116.00/MBF	.40 MBF	= \$ 46.40
P. BIRCH	\$ 124.00/MBF	1.40 MBF	= \$ 173.60
MIX HARDWD	\$ 124.00/MBF	.20 MBF	= \$ 24.80
PULPWOOD			
P. BIRCH	\$ 18.70/CORD	22.00 CORDS	= \$ 411.40
MIX SOFTWD	\$ 21.60/CORD	16.00 CORDS	= \$ 345.60
		SUBTOTAL 2	\$ 1,660.20
	SUBTOTAL 1 + SUB	TOTAL 2 = TOTAL BID	VALUE \$

^{*}These volumes are statistically estimated within plus (+) or minus (-) 21.04%. 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.

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

Address/Telephone								
THE WINN	NG BIDDER MU	ST COMPLET	E THE	FORM	ON	THE	REVERSE	SIDE



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								
Forest Area:								

	As required by Act 317, P.A. 1969 (Worker's Compensation) and of Act 451 of 1994, as amended.	d Part 525	Forest Area:						
	VERIFICATION OF WORKER'S DISAS	BILITY COMPENS	SATION ACT COMPLIANCE						
•	This verification must be completed and submitted within sale contract.	າ 21 days of contr	act award and prior to the issuance of the timber						
•	In addition, if boxes 2B or 2C are checked, then Notice of days of the contract award and prior to the issuance of the								
•	All Information must be typed or printed except for writter	n signatures.	<u></u> .						
Ple	ease Check Appropriate Categories:								
1.	My business is organized as (you must check <u>one</u> of the boxe A. Sole Proprietorship (individual) B. Partnership C. Corporation	es below):							
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 approve Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contral 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 days of the contract award. 								
3.	If you have checked item 2(A) or 2(B), you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none) are including family members and active partners (if none) are included in the including family members (if none) are included in the included in		h full and part time employees other than yourself						
	Full Time Employees		Part Time Employees						
Vam	ne of Business	Federal ID (or) Social Security No.							
Addr	ress	Telephone No.							
City	State		Zip + 4						
OVE	reby certify that the above information is true and correct. I agreerage during any of my present and future operations. ignature of Owner or Authorized Representative	ee to notify the DN	IR of any changes that occur in factors affecting my						
Ti	itle								