



DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

MAY SNOW PINE / T50N, R07W, SEC. 32, SE1/4, S1/2NE.
T50N, R07W, SEC. 33, NWSW.
CHIPPEWA COUNTY (Appr. \$23,726.60)

BLUSHING LADY PINE / T50N, R07W, SEC. 33, NE 1/4.
CHIPPEWA COUNTY (Appr. \$15,925.70)

NO SURVEY PINE / T50N, R07W, SEC. 27, W1/2SE, E1/2SW.
CHIPPEWA COUNTY (Appr. \$24,008.40)

////////////////////

SALE DATE AND TIME: 3:00 p.m. on May 14, 2009.

NEWBERRY

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

1. Bid Location, Date, and Time: Bids must be received by the Unit Manager, Newberry Management Unit, Box 428, Newberry, MI 49868, no later than 3:00 p.m. on May 14, 2009. For further information concerning this sale, contact the Unit Manager at 906-293-3293.
2. Bidder's Qualifications: 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. Preparation of Sealed Bids: 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. 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. Down Payment: The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
8. Performance Security: 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

MAY SNOW PINE (042-08-01)

A timber sale contract for this LUMP SUM SEALED 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:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
JACK PINE	920.00 CORDS	\$ 22.10/CORD

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

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
MIX ASPEN	121.00 CORDS	\$ 14.50/CORD
MIX SOFTWD	103.00 CORDS	\$ 14.70/CORD
MIX HARDWD	10.00 CORDS	\$ 12.60/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 13.52 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 \$1,187.00 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:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	48%
2	52%
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.



TIMBER SALE MAP

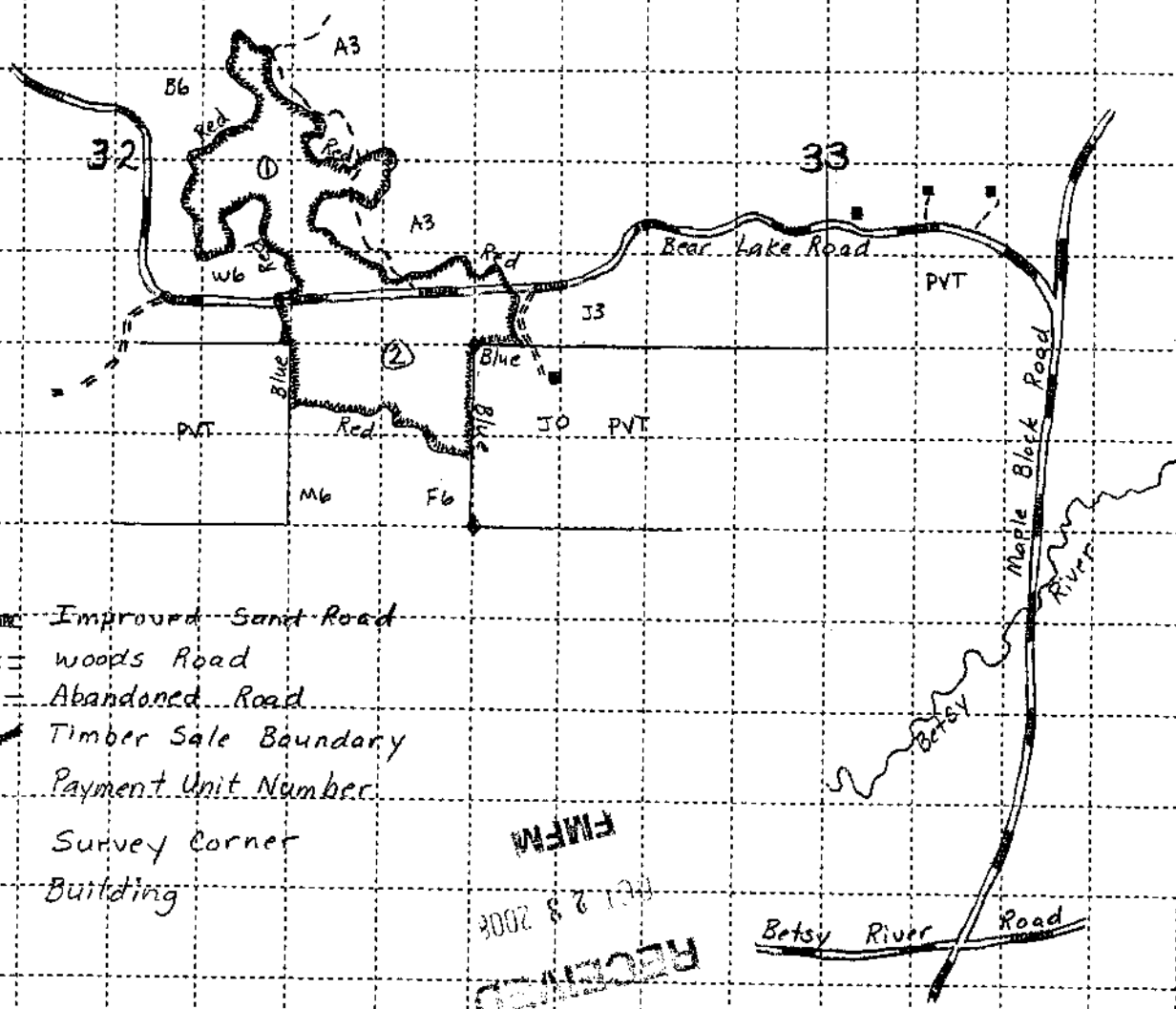
This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

Sale Number	Year
42-042-08-01	2008

Forest Management Unit Newberry	County Chippewa	Mapped By Rice	Date 09/05/08	Page 1	of 1
Township 50N	Range 7W	Section(s) and Subdivision(s) sec 32 SE1/4, S1/2NE sec 33 NWSW	Scale: [1" = 4"] = 1 mile		

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

May Snow Pine 67 acres



- Improved Sand Road
- woods Road
- Abandoned Road
- Timber Sale Boundary
- Payment Unit Number
- Survey Corner
- Building

RECEIVED
 OCT 28 2008
 FIMFM

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting and skidding are not permitted during the period of December 15 to June 1. This restriction is to facilitate low stumps for reforestation operations and to avoid the severe spring break up road conditions of the area.

5.2.37 - No decking areas (10/04)

No decking is allowed within 30 feet of the Bear Lake Road without permission of the Chippewa County Road Commission and the Unit Manager or their representative.

5.2.41 - Snowmobile trail protection (4/07)

The Maple Block Road and the Bear Lake Road are snowmobile trails and are shown on the Timber Sale Map. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. In addition, if the trail is used during the snowmobile season, logging activity warning signs must be placed at locations specified by the unit manager or their representative.

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.

5.8 - Protection of Habitat of Endangered Species

5.8.5 - Protection of raptor nests (9/05)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager and Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

Sale Specific Conditions & Requirements

Sale Name: May Snow Pine Sale Number: 42-042-08-01

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. The interior Payment Unit boundary between units 1 and 2 is the Bear Lake Road.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all jack pine, spruce, balsam fir, aspen and maple trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any red pine, white pine, white birch, or oak

2.1.9 - Harvest exception (12/04)

Do not cut white pine other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing white pine and to leave an intact stand upon sale completion. All cut white pine shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or their representative.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 8 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate reforestation operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

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

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. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic within 30 DAYS of completion of hauling. Overgrown roads that are reopened shall be considered new roads. Stumps and brush must be placed in the road course, obliterating it. These roads must be rendered impassable to ORVs. Stumps from road building and landing construction may be reserved to block any newly constructed roads. Contact the sale administrator for specific details of design and placement.

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 prolonged 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

5.2 - 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 24 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.

BLUSHING LADY PINE (043-08-01)

A timber sale contract for this _ 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:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
JACK PINE	617.00 CORDS	\$ 25.30/CORD

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

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
B. SPRUCE	18.00 CORDS	\$ 11.00/CORD
MIX ASPEN	8.00 CORDS	\$ 14.70/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 13.52 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 remainder is due before cutting begins.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on December 31, 2011.



TIMBER SALE MAP

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

Sale Number

42-043-08-01

Year

2008

Forest Management Unit

Newberry

County

Chippewa

Mapped By Rice

Cruised By Rice

Date

07/19/08

Page of

1

1

Township

50N

Range

07W

Section(s) and Subdivision(s)

sec 33 NE 1/4

Scale: 1/4" = 1 mile

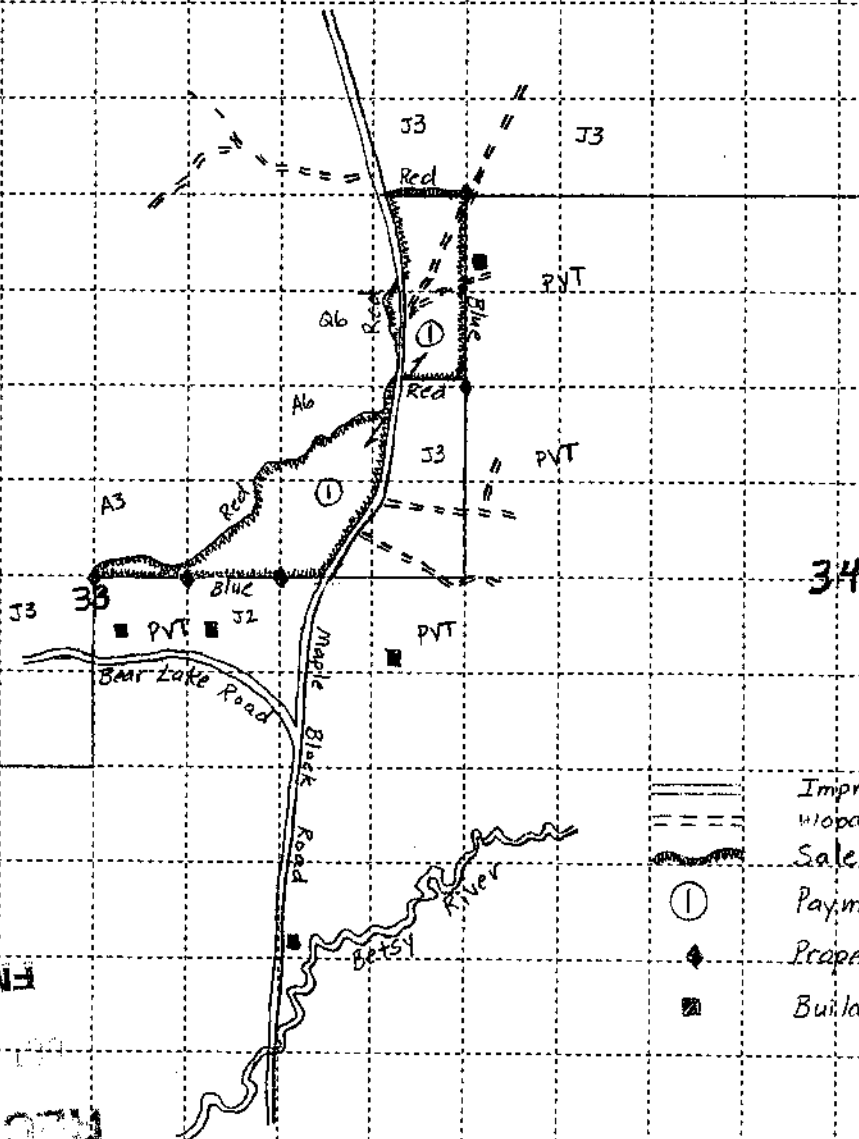
Cover Type

A = Aspen	G = Grass	O = Oak	U = Upland Brush
B = Paper Birch	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh
C = Cedar	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine
D = Treed Bog	L = Lowland Brush	R = Red Pine	X = Non Stocked
E = Swamp Hdwoods	M = Mpl, Bch, Brch	S = Black Spruce	Z = Water
F = Spruce Fir	N = Marsh	T = Tamarack	

Density

0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

Blushing Lady Pine 40 Acres



- Improved Sand Road
- Woods Road
- Sale Boundary
- Payment Unit
- Property Corner
- Building

REC'D
 8/28/08
 42-043-08-01

Sale Specific Conditions & Requirements

Sale Name: Blushing Lady Pine Sale Number: 42-043-08-01

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.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all Jack pine, Spruce, and Aspen trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT red pine, white pine, cedar, hemlock, maple or white birch.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 8 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate reforestation operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1 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

4.1.7 - Road closure (4/07)

Any decking spurs built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Stumps and brush must be placed in the entire length of the decking spur, obliterating it. These decking areas must be rendered completely impassable to ORVs. Stumps from decking area construction may be reserved to meet the above closure specifications. Contact the sale administrator for specific details of design and placement.

4.1.12 - No new roads (5/07)

No new roads will be permitted. Although a short spur is permissible west of the Maple Block Road for decking purposes. All operations are limited to existing roads.

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 prolonged 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

5.2 - 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 24 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

5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) 1, unless changed by written agreement, cutting and skidding are not permitted during the period of December 15 to June 1. This restriction is to facilitate low stumps and avoid spring breakup conditions.

5.2.37 - No decking areas (10/04)

No decking is allowed within 30 feet of the Maple Block Road.

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

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

Sale Name: Blushing Lady Pine Sale Number: 42-043-08-01

5.2.41 - Snowmobile trail protection (4/07)

The Maple Block Road is a snowmobile trail. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. If the Maple Block Road is to be used for hauling after December 1, then a snow covered base must be left on the road. In addition, logging activity warning signs MUST be placed at either ends of the sale area and in several locations along the Maple Block Road. Contact the sale administrator for specific sign placement.

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.

5.8 - Protection of Habitat of Endangered Species

5.8.5 - Protection of raptor nests (9/05)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager and Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

NO SURVEY PINE (047-08-01)

A timber sale contract for this LUMP SUM SEALED 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:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
JACK PINE	1059.00 CORDS	\$ 22.00/CORD

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

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
WHITE PINE	2.00 CORDS	\$ 7.65/CORD
RED PINE	14.00 CORDS	\$ 21.70/CORD
MIX ASPEN	26.00 CORDS	\$ 15.05/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 15.36 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 \$1,200.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment 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:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	34%
2	45%
3	21%

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.



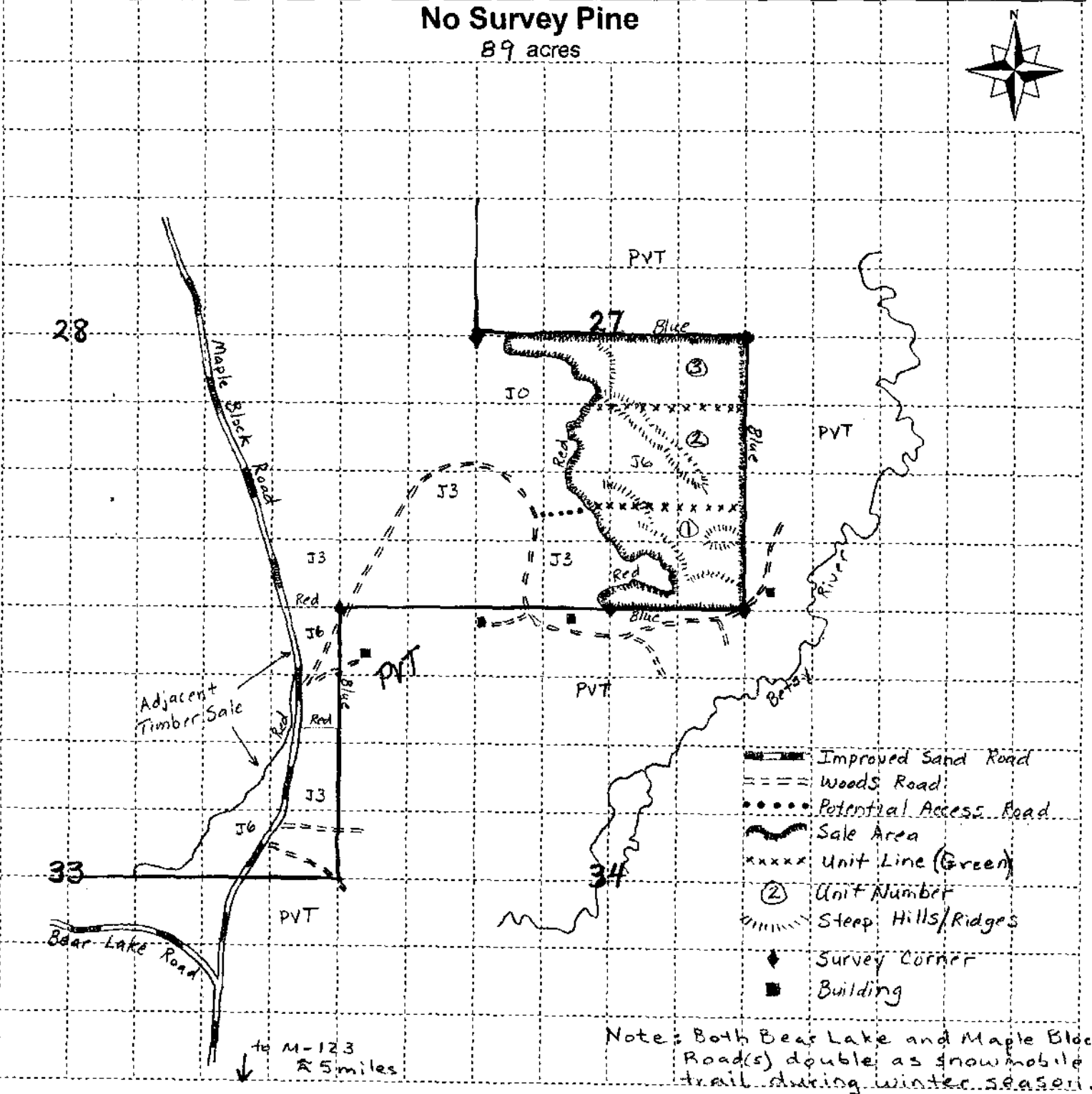
TIMBER SALE MAP

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

Sale Number	Year
42-047-08-01	2008
Date	Page of
09/15/08	1 1
Scale: [1" = 4"] = 1 mile	

Forest Management Unit	County	Mapped By
Newberry	Chippewa	Rice
Township	Range	Section(s) and Subdivision(s)
50N	07W	sec 27 W1/2SE, E1/2SW
		Cruised By
		Rice, Sysol

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



Sale Specific Conditions & Requirements

Sale Name: No Survey Pine Sale Number: 42-047-08-01

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. Interior Payment Unit boundaries are marked with green paint. Green painted trees designating an interior Payment Unit boundary are only to be cut when adjacent Payment Units have been paid and the trees are a designated cut species.

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, cut all jack pine, aspen, spruce, balsam fir, and red maple trees which meet minimum piece specifications in 2.2 Utilization. Red and white pine trees are designated for cutting when marked with yellow paint above and below stump height, regardless of merchantability. **DO NOT CUT** any white birch, unmarked red and white pine, and/or oak.

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

Within Payment Unit(s) 1 - 3, red and white pine trees are designated for cutting when marked with yellow paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 8 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate reforestation operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1 - 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: No Survey Pine Sale Number: 42-047-08-01

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. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. Stumps and brush must be placed in and along the road course, obliterating it. These roads must be rendered impassable to ORVs. Stumps from road building and landing construction may be reserved to meet the road closure specifications. Contact the sale administrator for specific details of design and placement.

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 prolonged 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.

4.4 - Access

4.4.1 - Private property access (8/04)

Permission for access across private land is the responsibility of the purchaser. It should be noted, the easiest access is by an existing road leading to the sale area but multiple landowner permissions must be gained.

5 - Operations

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 24 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

5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) 1 - 3, unless changed by written agreement, cutting and skidding are not permitted during the period of December 15 to June 1. This restriction is to allow for low stump heights and to avoid the severe spring break up road conditions of the area.

5.2.41 - Snowmobile trail protection (4/07)

The Maple Block Road is also a snowmobile trail and is shown on the Timber Safe Map. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. In addition, logging warning signs must be placed in multiple locations if the Maple Block Road is used during the snowmobile season. Contact the sale administrator for specific sign locations. No decking of forest products will be permitted along the snowmobile trail.

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.

5.8 - Protection of Habitat of Endangered Species

5.8.5 - Protection of raptor nests (9/05)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager and Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

TIMBER SALE / SEALED BID
STATE OF MICHIGAN / DNR

NEWBERRY MANAGEMENT UNIT
NEWBERRY

MAY SNOW PINE (042-08-01)
T50N, R07W, SEC. 32, SE1/4, S1/2NE.
T50N, R07W, SEC. 33, NWSW.
CHIPPEWA COUNTY

In response to the notice of sale to be held 3:00 p.m. on May 14, 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.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME* = VALUE</u>
PULPWOOD			
JACK PINE	\$ 22.10/CORD	\$ _____ X	920.00 CORDS = \$ _____
			SUBTOTAL 1 \$ _____

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

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
PULPWOOD			
MIX ASPEN	\$ 14.50/CORD	121.00 CORDS	= \$ 1,754.50
MIX SOFTWD	\$ 14.70/CORD	103.00 CORDS	= \$ 1,514.10
MIX HARDWD	\$ 12.60/CORD	10.00 CORDS	= \$ 126.00
		SUBTOTAL 2	\$ 3,394.60
		SUBTOTAL 1 + SUBTOTAL 2 =	TOTAL BID VALUE \$ _____

*These volumes are statistically estimated within plus (+) or minus (-) 13.52%. 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 _____

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



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

**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.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Please Check Appropriate Categories:

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

_____ Full Time Employees

_____ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. ()	
City	State	Zip + 4	

I 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 coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

Date

TIMBER SALE / SEALED BID
STATE OF MICHIGAN / DNR

NEWBERRY MANAGEMENT UNIT
NEWBERRY

BLUSHING LADY PINE (043-08-01)
T50N, R07W, SEC. 33, NE 1/4.
CHIPPEWA COUNTY

In response to the notice of sale to be held 3:00 p.m. on May 14, 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.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME* = VALUE</u>
PULPWOOD			
JACK PINE	\$ 25.30/CORD	\$ _____ X	617.00 CORDS = \$ _____
			SUBTOTAL 1 \$ _____

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

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
PULPWOOD			
B. SPRUCE	\$ 11.00/CORD	18.00 CORDS	= \$ 198.00
MIX ASPEN	\$ 14.70/CORD	8.00 CORDS	= \$ 117.60
			SUBTOTAL 2 \$ 315.60
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____			

*These volumes are statistically estimated within plus (+) or minus (-) 13.52%. 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 _____

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



**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.*

Sale or Permit No

Year:

Type:

Forest Area:

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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 - 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.
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 - C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

_____ Full Time Employees

_____ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. ()	
City	State	Zip + 4	

I 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 coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

Date

TIMBER SALE / SEALED BID
STATE OF MICHIGAN / DNR

NEWBERRY MANAGEMENT UNIT
NEWBERRY

NO SURVEY PINE (047-08-01)
T50N, R07W, SEC. 27, W1/2SE, E1/2SW.
CHIPPEWA COUNTY

In response to the notice of sale to be held 3:00 p.m. on May 14, 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.

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PULPWOOD				
JACK PINE	\$ 22.00/CORD	\$ _____ X	1059.00 CORDS	= \$ _____
			SUBTOTAL 1	\$ _____

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

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
PULPWOOD			
WHITE PINE	\$ 7.65/CORD	2.00 CORDS	= \$ 15.30
RED PINE	\$ 21.70/CORD	14.00 CORDS	= \$ 303.80
MIX ASPEN	\$ 15.05/CORD	26.00 CORDS	= \$ 391.30
		SUBTOTAL 2	\$ 710.40
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____			

*These volumes are statistically estimated within plus (+) or minus (-) 15.36%. 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.

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FOR DEPARTMENT USE ONLY

**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.*

Sale or Permit No	
Year:	Type:
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