



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:

KNOTCHED LOG PINE / T49N, R12W, SEC. 23, NE1/4, NWSE, SW1/4.
T49N, R12W, SEC. 26, W1/2 NE, E1/2 NW.
LUCE COUNTY (Appr. \$41,228.15)

FIRST FAWN JACK PINE / T49N, R12W, SEC. 26, SW 1/4, SENW, SWSE.
LUCE COUNTY (Appr. \$46,683.80)

CURIOUS MARTEN ASPEN / T49N, R12W, SEC. 23, S1/2 NE, SE1/4.
T49N, R12W, SEC. 26, E1/2 SE.
LUCE COUNTY (Appr. \$28,091.95)

SALE DATE AND TIME: 1:00 p.m. on December 10, 2009.

NEWBERRY

PLEASE NOTE: TIME OF THIS SALE IS 1:00 P.M., TO ACCOMMODATE ANOTHER UPPER PENINSULA SALE ON THE SAME DATE.

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

1. Bid Location, Date, and Time: Bids must be received by the Unit Manager, Newberry Management Unit, 5666 Hwy M-123, Box 428, Newberry, MI 49868, no later than 1:00 p.m. on December 10, 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

KNOTCHED LOG PINE (029-09-01)

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>
SAWLOGS		
RED PINE	26.90 MBF	\$ 116.00/MBF
PULPWOOD		
WHITE PINE	311.00 CORDS	\$ 12.25/CORD
RED PINE	195.00 CORDS	\$ 19.95/CORD
JACK PINE	1,474.00 CORDS	\$ 19.65/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>
SAWLOGS		
WHITE PINE	6.10 MBF	\$ 55.00/MBF
PULPWOOD		
RED MAPLE	17.00 CORDS	\$ 14.45/CORD
MIX ASPEN	62.00 CORDS	\$ 12.35/CORD
MIX SOFTWD	11.00 CORDS	\$ 8.80/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 14.93 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 \$2,061.00, 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	31%
	2	16%
	3	33%
	4	20%
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, 2012.



TIMBER SALE MAP

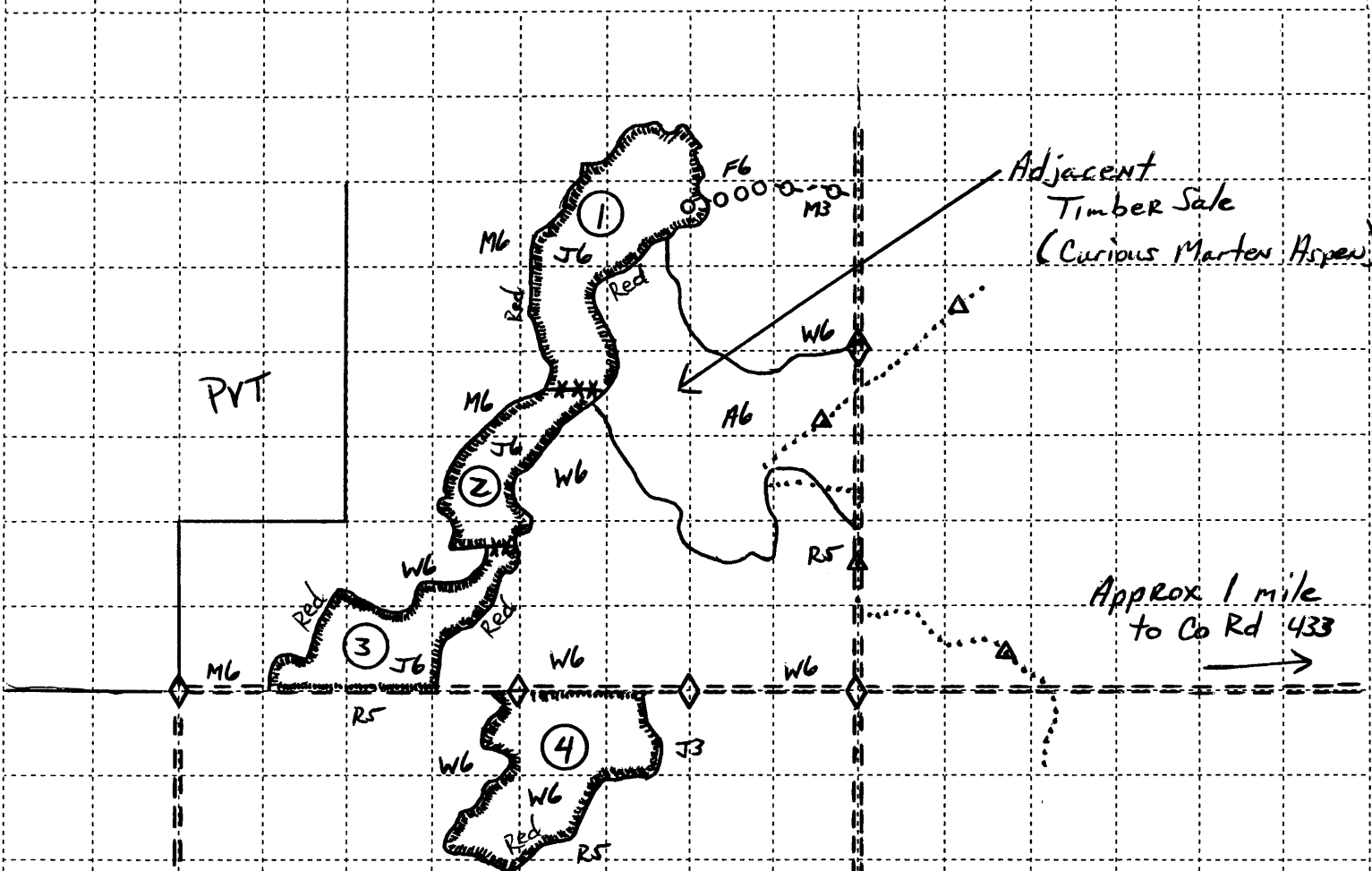
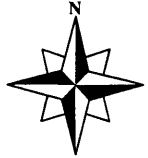
This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

Sale Number	Year
42-029-09-01	2009

Forest Management Unit Newberry	County Luce	Mapped By Tokar	Date 06/18/09	Page 1	of 1
Township T49N	Range R12W	Section(s) and Subdivision(s) Sec 23 - NE1/4, NWSE, SW1/4; Sec 26 - W1/2 NE, E1/2 NW	Scale: 4 inch = 1 mile		
		Cruised By Newberry Staff			

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 = Treed 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			

Knotched Log Pine 104 Acres



- Sale Boundary - Red
- Unit Boundary - Green
- Unit Number
- Two Track/Woods Road
- ORV Trail
- Abandoned Rd
- Access Route - Unit 1 (Orange Paint)

Sale Specific Conditions & Requirements

Sale Name: Knotched Log Pine Sale Number: 42-029-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red and green paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. Trees marked with blue Paint designate witness trees for survey corners. These blue painted trees are not to be cut.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2 & 3, cut all jack pine and aspen trees which meet minimum piece specifications in 2.2 Utilization. IN ADDITION, within Payment Units 1, 2 & 3, cut all red pine and white spruce marked with ORANGE paint as well as all white pine which are 16 inches and smaller in diameter (dbh) which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any cherry, juneberry, white birch or any white pine greater than 16 inches in diameter (dbh).

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

Within Payment Unit(s) 4, all red pine and white pine are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. IN ADDITION, cut all jack pine and aspen that meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any white birch, spruce, or maple.

2.1.11 - Description of timber note (2/04)

Note that Mixed Softwood Pulpwood = white spruce and balsam fir.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Units 1, 2 & 3 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 regeneration operations.

2.2.4 - Skidding length (2/09)

Skidding of unlimbed topsor lengths over 17 feet is not permissible in Payment Unit 4 unless approved by the Unit Manager or his/her representative.

2.2.8 - Utilization and removal (7/05)

If the sale is to be chipped, the producer shall retain all woody debris that was on the ground at the start of the sale, drop and retain 2-5 sub merchantable trees per acre, and retain on site 15-30% of the tops from the harvested timber.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

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 (1/09)

The location for the access road/route into Payment Unit 1 is shown on the sale map. This access route has been designated by Orange paint. 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 and/or abandoned roads that are reopened shall be considered new roads. In general, this will require placing stumps and brush in the road course for a minimum of 200 feet. These roads must be rendered impassable to cars and trucks and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. Contact the sale administrator for specific details of design and placement.

5 - Operations

5.1 - Notification

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

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of existing forest roads.

5.2.1.8 - Slash height (12/08)

Sale Name: Knotched Log Pine Sale Number: 42-029-09-01

No slash may exceed 24 inches in height.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Units 1, 2 & 3 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1 - 4, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 15th to April 15th. This restriction is due to the snowmobile season and the low stump requirements for regeneration purposes.

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

5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (1/09)

The purchaser is responsible for posting and maintaining caution signs on County Road 433 prior to beginning operations. The road must be posted at appropriate locations on the County Road 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.

7 - Other Conditions

Sale Name: Knotched Log Pine Sale Number: 42-029-09-01

7.3.3 - Modification for reforestation (8/05)

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

FIRST FAWN JACK PINE (030-09-01)

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		
RED PINE	247.00 CORDS	\$ 20.40/CORD
JACK PINE	1,845.00 CORDS	\$ 20.80/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>
SAWLOGS		
WHITE PINE	.10 MBF	\$ 47.00/MBF
RED PINE	13.70 MBF	\$ 111.00/MBF
PULPWOOD		
WHITE PINE	112.00 CORDS	\$ 10.75/CORD
MIX ASPEN	38.00 CORDS	\$ 14.20/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 9.25 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 \$2,335.00, 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	45%
2	30%
3	10%
4	15%

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, 2012.



TIMBER SALE MAP

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

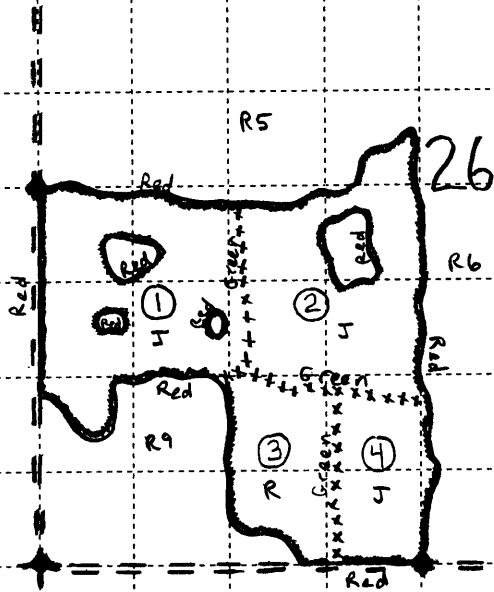
Sale Number	Year
42-030	09

Forest Management Unit Newberry	County Luce	Mapped By Magnusson	Date 6/15/09	Page of 1 1
Township 49N	Range 12W	Section(s) and Subdivision(s) 26 - SW 1/4, SENW, SWSE	Cruised By Magnusson, Tokar, Travis	
			Scale: ... 4 inches... = 1 mile	

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			

FIRST FAWN JACK PINE

125 SALE ACRES
119 CRUISED ACRES



Approx. 7-miles to Co. Rd. 407 →

County Road 416

- ~ Sale Boundary
- xxxx Unit Boundary
- ② Unit Number
- ~ Good Dirt Road
- == Woods Road
- - - Poor Woods Road
- ◆ Survey Corner

Sale Specific Conditions & Requirements

Sale Name: First Fawn Jack Pine Sale Number: 42-030-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2 and 4, cut all jack pine and aspen trees which meet minimum piece specifications in 2.2 Utilization. IN ADDITION, cut all red and white pine marked with orange paint. DO NOT CUT any white birch or spruce. Protect as much seedling/sapling red pine and white pine regeneration as possible throughout sale.

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

Within Payment Unit(s) 3, red pine and white pine are designated for cutting when marked with orange 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 regeneration operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1 and 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

Sale Name: First Fawn Jack Pine Sale Number: 42-030-09-01

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

5 - Operations

5.1 - Notification

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

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of existing forest roads.

5.2.1.8 - Slash height (12/08)

No slash may exceed 24 inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1 - 4, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 15th to April 15th. This restriction is due to the local snowmobile season and low stump height requirements for regeneration purposes.

5.8 - Protection of Endangered Species

Sale Name: First Fawn Jack Pine Sale Number: 42-030-09-01

5.8.5 - Protection of raptor nests (4/09)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (1/09)

The purchaser is responsible for posting and maintaining caution signs on County Road 416 prior to beginning operations. The road must be posted at appropriate places on the County Road 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.

7 - Other Conditions

7.3 - Contract Modifications

7.3.3 - Modification for reforestation (8/05)

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

CURIOUS MARTEN ASPEN (031-09-01)

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>
SAWLOGS		
WHITE PINE	26.20 MBF	\$ 64.00/MBF
PULPWOOD		
WHITE PINE	523.00 CORDS	\$ 14.00/CORD
RED PINE	211.00 CORDS	\$ 20.80/CORD
JACK PINE	314.00 CORDS	\$ 18.95/CORD
MIX ASPEN	439.00 CORDS	\$ 12.85/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>
SAWLOGS		
RED PINE	10.70 MBF	\$ 111.00/MBF
PULPWOOD		
RED MAPLE	59.00 CORDS	\$ 15.00/CORD
P. BIRCH	64.00 CORDS	\$ 11.50/CORD
MIX SOFTWD	36.00 CORDS	\$ 8.45/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 8.29 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 \$1,405.00, 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	72%
2	28%
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, 2012.



TIMBER SALE MAP

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

Sale Number	Year
42-031-09-01	2009

Forest Management Unit Newberry	County Luce	Mapped By Tokar	Date 06/18/09	Page 1	of 1
Township T49N	Range R12W	Section(s) and Subdivision(s) Sec 23 - S1/2 NE, SE1/4 Sec 26 - E1/2 SE	Scale: 4 inch = 1 mile		
		Cruised By Newberry Staff			

Cover Type

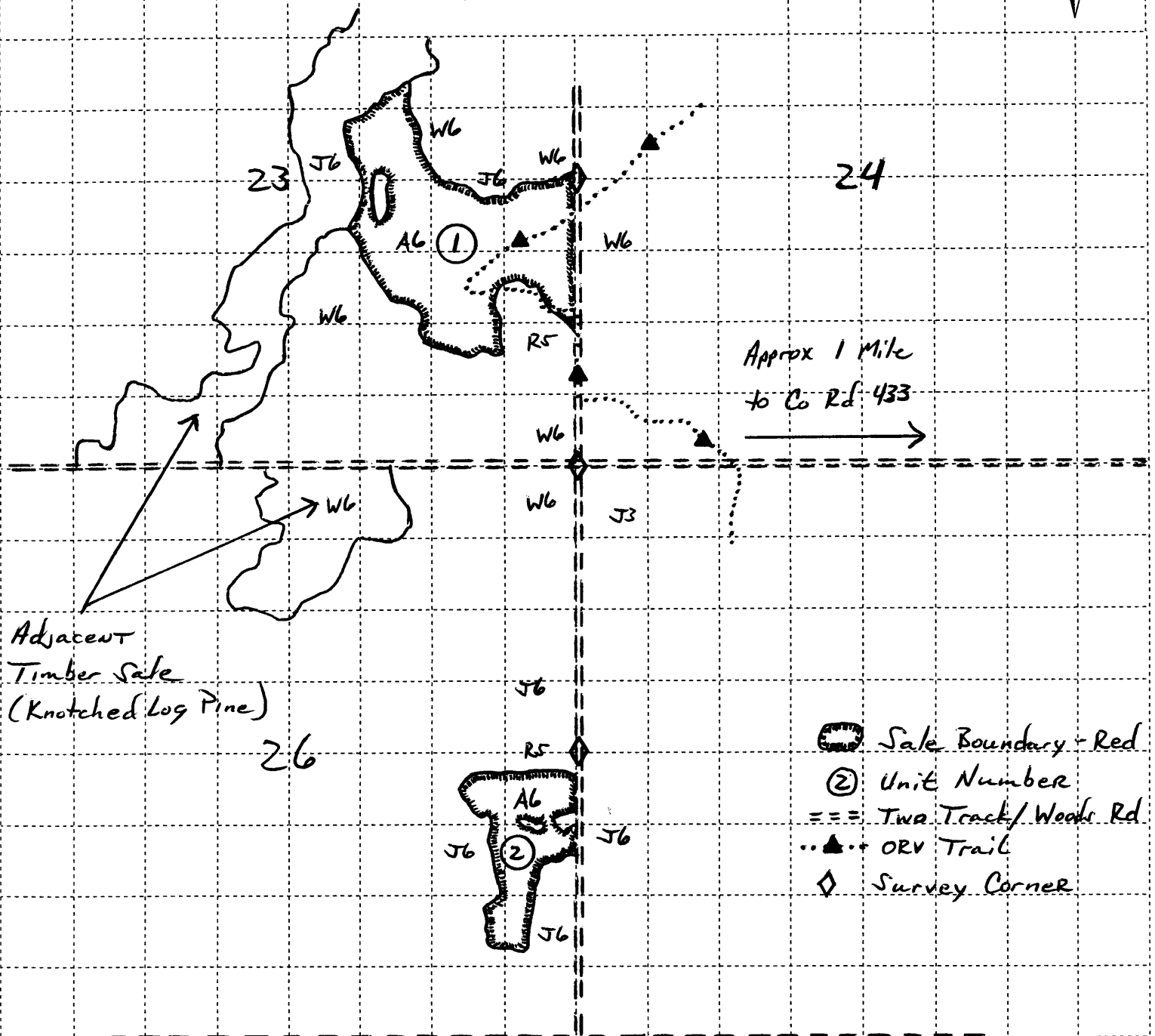
A = Aspen	G = Grass	O = Oak	U = Upland Brush
B = Paper Birch	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh
C = Cedar	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine
D = Treed Bog	L = Lowland Brush	R = Red Pine	X = Non Stocked
E = Swamp Hdwoods	M = Mpl, Bch, Brch	S = Black Spruce	Z = Water
F = Spruce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

Curious Marten Aspen

88 Acres Total
(85 acres Cruised)



- Sale Boundary - Red
- Unit Number
- Two Track/Woods Rd
- ORV Trail
- Survey Corner

Sale Specific Conditions & Requirements

Sale Name: Curious Marten Aspen Sale Number: 42-031-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. Interior Exclusion Areas (retention pockets) boundaries are marked with red paint. Trees marked with blue Paint designate witness trees for survey corners. These blue painted trees are not to be cut.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 & 2, cut all aspen, jack pine, maple and mixed softwood trees which meet minimum piece specifications in 2.2 Utilization. IN ADDITION, cut all red pine and white pine which are 16 inches and smaller in diameter (dbh) which meet minimum piece specifications in 2.2 Utilization. In Payment Unit 1, cut all white birch less than 12 inches in diameter (dbh) which meet minimum piece specifications in 2.2 utilization. DO NOT CUT any cherry, juneberry, hemlock or any red pine or white pine greater than 16 inches in diameter (dbh). DO NOT CUT any white birch in Payment Unit 2.

2.1.11 - Description of timber note (2/04)

Note that mixed softwood pulpwood = balsam fir and spruce.

2.2 - Utilization

2.2.8 - Utilization and removal (7/05)

If the sale is to be chipped, the producer shall retain all woody debris that was on the ground at the start of the sale, drop and retain 2-5 sub merchantable trees per acre, and retain on site 15-30% of the tops from the harvested timber.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

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

Sale Name: Curious Marten Aspen Sale Number: 42-031-09-01

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows. 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 and/or abandoned roads that are reopened shall be considered new roads. In general, this will require placing stumps and brush in the road course for a minimum of 200 feet. These roads must be rendered impassable to cars and trucks and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. Contact the sale administrator for specific details of design and placement.

4.1.12 - No new roads (12/08)

No new roads will be permitted in Payment Unit 2. All operations are limited to existing roads.

5 - Operations

5.1 - Notification

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

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of existing forest roads.

5.2.1.8 - Slash height (12/08)

No slash may exceed 24 inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1 & 2, unless changed by written agreement, cutting, skidding, and hauling are not

Sale Name: Curious Marten Aspen Sale Number: 42-031-09-01

permitted during the period of December 15th to April 15th. This restriction is due to the snowmobile season.

5.2.3.11 - Coppice regeneration protection (12/08)

To promote better aspen regeneration, all operations on any Payment Unit must be completed within twelve months of beginning operations on that unit in order to minimize damage to the new regeneration.

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

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

5.2.39 - ORV trail/route protection (1/09)

The Two Hearted ORV Trail is an ORV trail and is shown on the 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. Do not run equipment down the ORV trail.

5.4 - Soil Protection

5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (1/09)

The purchaser is responsible for posting and maintaining caution signs on County Road 433 prior to beginning operations. The road must be posted at appropriate locations on the County Road 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.

6.2.3 - Recreational trail posting (1/09)

The Purchaser is responsible for posting caution signs on Two Hearted ORV Trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser must maintain the signs during the trail use season. Signs must be removed by the purchaser whenever the sale is not active. The Purchaser will provide these signs.

KNOTCHED LOG PINE (029-09-01)
T49N, R12W, SEC. 23, NE1/4, NWSE, SW1/4.
T49N, R12W, SEC. 26, W1/2 NE, E1/2 NW.
LUCE COUNTY

In response to the notice of sale to be held 1:00 p.m. on December 10, 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*</u>	<u>= VALUE</u>
SAWLOGS				
RED PINE	\$ 116.00/MBF	\$ _____ X	26.90 MBF	= \$ _____
PULPWOOD				
WHITE PINE	\$ 12.25/CORD	\$ _____ X	311.00 CORDS	= \$ _____
RED PINE	\$ 19.95/CORD	\$ _____ X	195.00 CORDS	= \$ _____
JACK PINE	\$ 19.65/CORD	\$ _____ X	1,474.00 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>
SAWLOGS			
WHITE PINE	\$ 55.00/MBF	6.10 MBF	= \$ 335.50
PULPWOOD			
RED MAPLE	\$ 14.45/CORD	17.00 CORDS	= \$ 245.65
MIX ASPEN	\$ 12.35/CORD	62.00 CORDS	= \$ 765.70
MIX SOFTWD	\$ 8.80/CORD	11.00 CORDS	= \$ 96.80
SUBTOTAL 2			\$ 1,443.65

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____

*These volumes are statistically estimated within plus (+) or minus (-) 14.93%. 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.*

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

FIRST FAWN JACK PINE (030-09-01)
 T49N, R12W, SEC. 26, SW1/4, SENW, SWSE.
 LUCE COUNTY

In response to the notice of sale to be held 1:00 p.m. on December 10, 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>
<u>PULPWOOD</u>			
RED PINE	\$ 20.40/CORD	\$ _____ X	247.00 CORDS = \$ _____
JACK PINE	\$ 20.80/CORD	\$ _____ X	1,845.00 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>
<u>SAWLOGS</u>			
WHITE PINE	\$ 47.00/MBF	.10 MBF	= \$ 4.70
RED PINE	\$ 111.00/MBF	13.70 MBF	= \$ 1,520.70
<u>PULPWOOD</u>			
WHITE PINE	\$ 10.75/CORD	112.00 CORDS	= \$ 1,204.00
MIX ASPEN	\$ 14.20/CORD	38.00 CORDS	= \$ 539.60
SUBTOTAL 2			\$ <u>3,269.00</u>

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____

*These volumes are statistically estimated within plus (+) or minus (-) 9.25%. 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

CURIOUS MARTEN ASPEN (031-09-01)
 T49N, R12W, SEC. 23, S1/2 NE, SE1/4.
 T49N, R12W, SEC. 26, E1/2 SE.
 LUCE COUNTY

In response to the notice of sale to be held 1:00 p.m. on December 10, 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*</u>	<u>= VALUE</u>
<u>SAWLOGS</u>				
WHITE PINE	\$ 64.00/MBF	\$ _____ X	26.20 MBF	= \$ _____
<u>PULPWOOD</u>				
WHITE PINE	\$ 14.00/CORD	\$ _____ X	523.00 CORDS	= \$ _____
RED PINE	\$ 20.80/CORD	\$ _____ X	211.00 CORDS	= \$ _____
JACK PINE	\$ 18.95/CORD	\$ _____ X	314.00 CORDS	= \$ _____
MIX ASPEN	\$ 12.85/CORD	\$ _____ X	439.00 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>
<u>SAWLOGS</u>			
RED PINE	\$ 111.00/MBF	10.70 MBF	= \$ 1,187.70
<u>PULPWOOD</u>			
RED MAPLE	\$ 15.00/CORD	59.00 CORDS	= \$ 885.00
P. BIRCH	\$ 11.50/CORD	64.00 CORDS	= \$ 736.00
MIX SOFTWD	\$ 8.45/CORD	36.00 CORDS	= \$ 304.20
SUBTOTAL 2			\$ <u>3,112.90</u>

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____

*These volumes are statistically estimated within plus (+) or minus (-) 8.29%. 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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 (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.*

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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 - 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.
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_____ 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