

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

BEAVER VIEW / T45N, R13W, SEC. 26, NWNW, SESW, SWSE, SESE.

T45N, R13W, SEC. 27, NENE, NWNW, SWNW, SENW, NWNE.

T45N, R13W, SEC. 22, SESE.

T45N, R13W, SEC. 23, SWSW.

T45N, R13W, SEC 35, NENE.

SCHOOLCRAFT COUNTY (Appr. \$44,398.95)

SALE ACRES: 127

LITTLE ITALY / T45N, R13W, SEC. 04, E1/2 SE1/4.

SCHOOLCRAFT COUNTY (Appr. \$11,417.00)

SALE ACRES: 39

HICKEY CREEK SPRUCE / T46N, R17W, SEC. 29, NESE, NWSE, SWSE.

ALGER COUNTY (Appr. \$10,039.95)

SALE ACRES: 34

SALE DATE AND TIME: 10:00 a.m. on February 23, 2010.

SHINGLETON

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

- 1. <u>Bid Location, Date, and Time:</u> Bids must be received by the Unit Manager, Shingleton Management Unit, M-28 West, PO Box 67, Shingleton, MI 49884, no later than 10:00 a.m. on February 23, 2010. For further information concerning this sale, contact the Unit Manager at 906-452-6227.
- 2. <u>Bidder's Qualifications</u>: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. 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. <u>Submission of Sealed Bids</u>: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an <u>envelope clearly identified</u> as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
- 7. <u>Down Payment:</u> The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. 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 $\frac{7-\text{Other Conditions}}{7-\text{Other Conditions}}$ 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

BEAVER VIEW (014-09-01)

A timber sale contract for this $\underline{\text{LUMP SUM SEALED}}$ 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:

SPECIES	ESTIMATED VOLUME*	APF	RAISED PRICE
PULPWOOD			
B. SPRUCE	444.00 CORDS	\$	18.40/CORD
JACK PINE	713.00 CORDS	\$	29.50/CORD
MIX ASPEN	336.00 CORDS	\$	16.50/CORD

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

SPECIES	ESTIMATED VOLUME*	APP	RAISED PRICE
SAWLOGS			
WHITE PINE	2.30 MBF	\$	46.00/MBF
RED PINE	1.40 MBF	\$	99.00/MBF
PULPWOOD			
P. BIRCH	19.00 CORDS	\$	14.50/CORD
BALSAM FIR	141.00 CORDS	\$	18.20/CORD
W. SPRUCE	58.00 CORDS	\$	12.60/CORD
TAMARACK	211.00 CORDS	\$	8.85/CORD
WHITE PINE	53.00 CORDS	\$	20.50/CORD
RED PINE	1.00 CORDS	\$	32.60/CORD
MIX HARDWD	135.00 CORDS	\$	21.10/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 11.72 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 \$2,220.00 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				30%			
	2				43%			
	3				22%			
	4				05%			

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2012.

DNR B	
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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

09

Year

Mapped By T. Burnis Forest Management Unit County Date Page School craft Cruised By Burn's, PcTrolius, Murphy 3/20/09
Section(s) and Subdivision(s) 2 6 NW NW 5 E 5 W 5 W 5 E 5 E 35 NE NE 7 Scale: 4"

22 SE SE 27 NENE, NWNV, SWNW, SENW, NWNE LSSF ShingleTon Township| = 1 mile 45N 13 W

Cover Type Density

A = AspenB = Paper Birch C = Cedar

G = Grass H = Hemlock D = Treed Bog

J = Jack Pine L = Lowland Brush

0 = 0ak P = Lowland Poplar Q = Mixed Swamp Cnfr

R = Red Pine

U = Upland Brush

V = Bog or Marsh W = White Pine X = Non Stocked

0 = Non Stocked

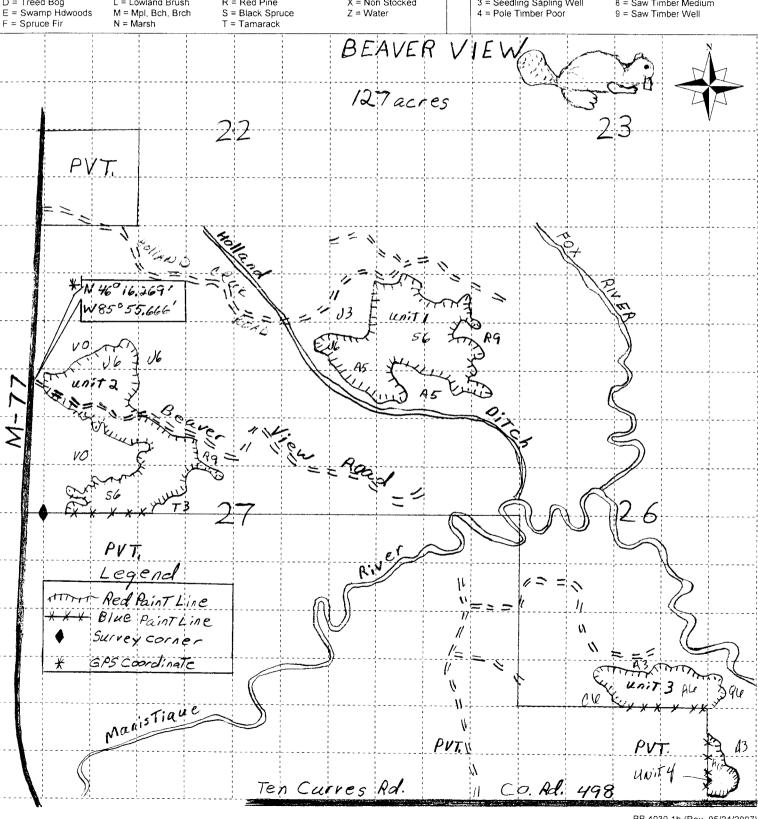
1 = Seedling Sapling Poor 2 = Seedling Sapling Medium

3 = Seedling Sapling Well

5 = Pole Timber Medium

6 = Pole Timber Well 7 = Saw Timber Poor

8 = Saw Timber Medium



Sale Specific Conditions & Requirements

Sale Name: Beaver View Sale Number: 41-014-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Do not cut painted boundary line trees.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-4, cut all trees which meet minimum piece specifications in 2.2 Utilization. EXCEPTION: Do not cut any hemlock, oak or cedar. Do not cut any red pine or white pine in payment units 1 and 2.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 1 and 2 shall not exceed 8 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 12 inches DBH. This is in order to facilitate planting operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1 or 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

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

Sale Name: Beaver View Sale Number: 41-014-09-01

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. 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. These roads must be rendered impassable to cars and trucks. 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.

4.2.3 - Road maintenance (9/08)

The following road maintenance may be needed: Holland Creek and Beaver View Roads can become very dry and develop blow holes. Should these develop, pit run gravel and grading will be needed to repair the road.

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 (12/08)

Permission for access across private land is the responsibility of the purchaser. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to discuss all aspects of the sale. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

Sale Name: Beaver View Sale Number: 41-014-09-01

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

5.2.1.2 - Slash Removal

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

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

5.2.2 - 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

5.2.3.6 - Bark beetle restriction (12/08)

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

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (12/04)

It is recommended, but not required, that within Payment Unit(s) 1-4, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. This restriction is because of possible soft ground within spruce types which could lead to rutting.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the cleared portion of M-77 or Co. Rd 498 without permission of MDOT or Schoolcraft County Road Commission and the Unit Manager.

5.4 - Soil Protection

Sale Name: Beaver View Sale Number: 41-014-09-01

5.4.1 - Rutting restriction, general (1/09)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (12/08)

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.

LITTLE ITALY (020-09-01)

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
MIX ASPEN	497.00 CORDS	\$ 14.30/CORD
MIX HARDWD	120.00 CORDS	\$ 17.50/CORD

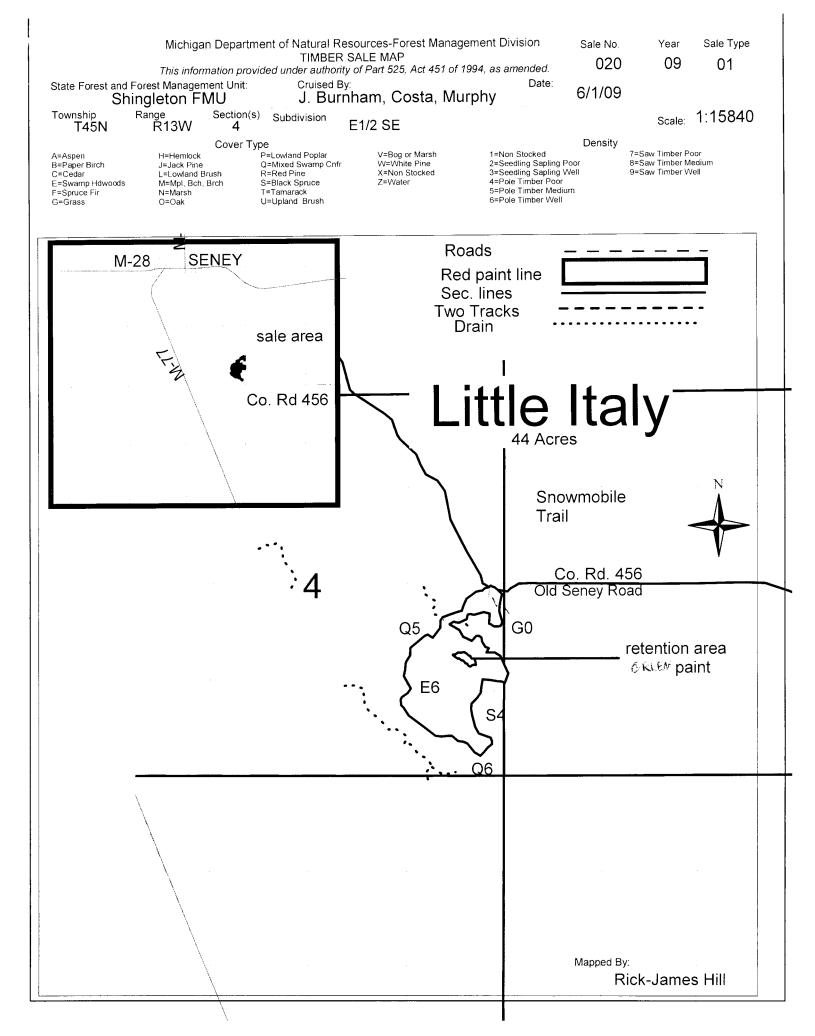
In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

SPECIES	ESTIMATED VOLUME*	APP	PRAISED PRICE
PULPWOOD			
P. BIRCH	24.00 CORDS	\$	12.35/CORD
BALSAM FIR	51.00 CORDS	\$	15.10/CORD
B. SPRUCE	62.00 CORDS	\$	15.70/CORD
WHITE PINE	10.00 CORDS	\$	17.00/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 13.26 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 \$571.00 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, 2012.



Sale Specific Conditions & Requirements

Sale Name: Little Italy Sale Number: 41-020-09-01

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. Retention (no cut) area is marked with green paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability, EXCEPT yellow birch, hemlock, cedar and oak. Reserve areas identified in accordance with 2.4.3 - Reserve areas, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.4 - Special Protection

2.4.3 - Reserve areas (1/09)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are marked with a green boundary line. The Purchaser shall not cut live or dead trees within reserve areas. If the Purchaser's operations have cut or damaged reserve areas through carelessness, the Purchaser shall pay \$100.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.4 - Timber removed for construction (1/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other designated timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

Sale Name: Little Italy Sale Number: 41-020-09-01

4.1.5 - Culverts (1/09)

Roads may require the installation of culverts at cross drainages on wet soils, or across natural drainage-ways. Culverts shall be placed in locations specified by the sale administrator and shall be new, corrugated metal. Culverts will be appropriately sized for the crossing. Culverts shall be installed prior to use of the road. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-crodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the Purchaser.

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. 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.

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 (12/08)

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 his/her 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

Sale Name: Little Italy Sale Number: 41-020-09-01

5.2.1 - Slash

5.2.1.2 - Slash Removal

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

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

5.2.2 - 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, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 1 to March 31. This restriction is because County Road 456 is a snowmobile trail.

5.2.3.9 - Beech hauling restriction (9/08)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech bark disease to or through uninfested beech areas from July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR Forest Health Website, www.michigan.gov/dnr.)

5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the Old Seney Road (Co. Rd. 456) without permission from Schoolcraft County Road Commission and the Unit Manager.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

Sale Name: Little Italy Sale Number: 41-020-09-01

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 Co. Rd. 456 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.

HICKEY CREEK SPRUCE (024-08-01)

A timber sale contract for this $\underline{\text{LUMP SUM SEALED}}$ 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:

SPECIES	ESTIMATED VOLUME *	API	APPRAISED PRICE			
SAWLOGS						
WHITE PINE	27.40 MBF	\$	56.00/MBF			
PULPWOOD		•	,			
B. SPRUCE	312.00 CORDS	\$	14.15/CORD			
MIX ASPEN	97.00 CORDS	\$	12.25/CORD			
MIX HARDWD	120.00 CORDS	\$	15.70/CORD			

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRIC	Ε
PULPWOOD			_
BALSAM FIR	31.00 CORDS	\$ 13.55/CORD	
TAMARACK	14.00 CORDS	\$ 6.80/CORD	
WHITE PINE	33.00 CORDS	\$ 15.25/CORD	

^{*}The volumes are statistically estimated within plus (+) or minus (-) 13.31 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 \$502.00 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 June 30, 2011.



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 41-024-08-01

Year 2008

Date Page County of Forest Management Unit Mapped By R. Tylka 03/17/08 1 Shingleton Alger Cruised By R. Tylka Section(s) and Subdivision(s) Township Range Scale: |...4 "......| = 1 mile 29 - NESE, NWSE, SWSE T46N R17W **Density Cover Type** U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium G = Grass O = Oak A = Aspen 1 = Seedling Sapling Poor V = Bog or Marsh 6 = Pole Timber Well B = Paper Birch H = Hemlock P = Lowland Poplar 7 = Saw Timber Poor W = White Pine 2 = Seedling Sapling Medium C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr 8 = Saw Timber Medium D = Treed Bog L = Lowland Brush R = Red Pine X = Non Stocked 3 = Seedling Sapling Well 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 HICKEY CREEK SPRUCE LAT 46°21 14.338 1 LONG 86°27 15.634" 9 Ť TOWN OF M+28 LEBEND SALE SALE BOUNDARY-AREA SHINGLETON PUT LAND (BLUE PAINT) SALE BOUNDARY -STATE LAND (RED PANT) PAVED ROAD WOODS ROAD (ABANDONED) WATER POWERLINE SURVEY CORNER SECTION NUMBER PAYMENT UNT PROPOSED SNOWMOBILE TRAIL

Sale Specific Conditions & Requirements

Sale Name: Hickey Creek Spruce Sale Number: 41-024-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. Do not cut painted boundary trees. There is a 33 foot by 1320 foot strip bounded by red and blue paint adjacent to the sale. Exterior strip boundary lines against private are marked with blue paint. Exterior strip boundary lines against state are marked with 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 trees which meet minimum piece specifications in 2.2 Utilization except hemlock and cedar. Reserve trees identified in accordance with 2.1.12 - Reserve trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.11 - Description of timber note (2/04)

Note that the 33 foot by 1320 foot strip is part of a proposed snowmobile trail. If the trail has not been cleared by the time harvesting has commenced on this sale, it will be purchased by the purchaser and harvested as part of the sale. The strip must be harvested first and must be paid for prior to cutting. Prices for this strip will be at contract prices. Products and volumes for the strip are: White Pine Sawlogs 0.81 MBF; Balsam Fir 1 cord; Black Spruce 9 cords; White Pine Pulpwood 1 cord; Mixed Aspen 3 cords; and Mixed Hardwood 4 cords.

2.1.12 - Reserve trees (2/04)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are all hemlock and cedar. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$50.00 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.4 - Timber removed for construction (2/04)

Trees cut or damaged in the process of a pre-approved road, landing or skid trail construction will be decked in an area separate from wood removed from the timber sale until such time as it is scaled and paid for.

Sale Name: Hickey Creek Spruce Sale Number: 41-024-08-01

4.1.5 - Culverts (5/04)

Roads may require the installation of culverts at cross drainages on wet soils, or across natural drainage-ways. Culverts shall be placed in locations specified by the sale administrator and shall be new, corrugated metal, minimum sized as appropriate for the crossing. Culverts shall be installed prior to use of the road. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

4.1.6 - Road construction (6/07)

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

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. 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 wet weather conditions.

4.4 - Access

4.4.1 - Private property access (12/08)

Permission for access across private land is the responsibility of the purchaser. The private shown on the map extends to the north side of the powerline and belongs to the Forestland Group. If crossing the Forestland Group property, a written license fron them is required and a copy of the license must be provided to the Unit Manager. Allow 60 days for license processing. Permission to cross private land must include access for DNR representatives to inspect the sale at any time. Crossing private property can be avoided by accessing from the east.

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.

Sale Name: Hickey Creek Spruce Sale Number: 41-024-08-01

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

5.2.1.2 - Slash Removal

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

All slash must be removed at least 10 feet from the cleared right-of-way of all roads and the powerline.

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.

5.2.2 - 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.

5.2.37 - No decking areas (10/04)

No decking is allowed within 50 feet of the Highway M-28 right-of-way. No decking is allowed within the cleared portion of the powerline right-of-way without permission of the Unit Manager and the powerline company.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (8/07)

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 Endangered Species

Sale Name: Hickey Creek Spruce Sale Number: 41-024-08-01

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.

BEAVER VIEW (014-09-01)

T45N, R13W, SEC. 26, NWNW, SESW, SWSE, SESE. T45N, R13W, SEC. 27, NENE, NWNW, SWNW, SENW, NWNE. T45N, R13W, SEC. 22, SESE. T45N, R13W, SEC. 23, SWSW.

T45N, R13W, SEC 35, NENE.

SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on February 23, 2010, 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				
B. SPRUCE	\$ 18.40/CORD	\$x	444.00 CORDS	= \$
JACK PINE	\$ 29.50/CORD	\$ X	713.00 CORDS	= \$
MIX ASPEN	\$ 16.50/CORD	\$ <u> </u>	336.00 CORDS	= \$
			SUBTOTAL 1 \$	

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

SPECIES SAWLOGS	APPRAISED PRICE	ESTIMATED VOLUME* VALUE
SAWLOGS		
WHITE PINE	\$ 46.00/MBF	2.30 MBF = \$105.80
RED PINE	\$ 99.00/MBF	1.40 MBF = \$ 138.60
PULPWOOD		4 150.00
P. BIRCH	\$ 14.50/CORD	19.00 CORDS = $$275.50$
BALSAM FIR	\$ 18.20/CORD	141.00 CORDS = \$2,566.20
W. SPRUCE	\$ 12.60/CORD	58.00 CORDS = \$ 730.80
TAMARACK	\$ 8.85/CORD	211.00 CORDS = \$1,867.35
WHITE PINE	\$ 20.50/CORD	53.00 CORDS = \$ 1,086.50
RED PINE	\$ 32.60/CORD	1.00 CORDS = $$32.60$
MIX HARDWD	\$ 21.10/CORD	135.00 CORDS = $$2,848.50$
		SUBTOTAL 2 \$ 9,651.85

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$

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	er's	sig	natu	re)			
Address/Telepho	ne										
THE	WINNING	BIDDER	MUST	COMPLETE	THE	FORM	ON	THE	REVERSE	SIDE	_

^{*}These volumes are statistically estimated within plus (+) or minus (-) 11.72%. 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.



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FO	R DEPARTMENT USE ONLY
Sale or Permit I	ło
Year:	Type:
Forest Area:	

	As required by Act 317, P.A. 1969 (Worker of Act 451 of 1994, as	's Compensation) and Pa amended.	rt 525	Forest Area:	
	VERIFICATION OF	WORKER'S DISABILI	TY COMPENS	SATION ACT COMPLIANCE	
•	This verification must be completed and sale contract.	d submitted within 21	days of cont	ract award and prior to the i	ssuance of the timber
•	In addition, if boxes 2B or 2C are check days of the contract award and prior to	ed, then Notice of Exc the issuance of the ti	clusion or Ce mber sale co	rtificate of Insurance must I ntract.	pe submitted within 21
•	All Information must be typed or printed	d except for written si	gnatures.		
Ple	ase Check Appropriate Categories:				
1.	My business is organized as (you must change A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	eck <u>one</u> of the boxes b	elow):		
2.	You must check one of the boxes below: A.	tisfied its obligation to ev. 5/96). I will provid f the BWC-337, please Vorker's Compensation you must indicate the	the Worker's e a copy of the call the Worker Policy. I will number of bo	Compensation Act through the Notice of Exclusion within er's Compensation Bureau at provide an original Certificat	the use of an approved 21 days of the contract 517-322-1195). e of Insurance within 21
	Full Time	Employees		Part Ti	me Employees
Nar	ne of Business		Federal ID (or)	Social Security No.	
Add	Iress		Telephone No.		
City		State		Zip + 4	
COV	ereby certify that the above information is truerage during any of my present and future signature of Owner or Authorized Represer	operations.			ur in factors affecting my
	Title		Da	nte	

LITTLE ITALY (020-09-01) T45N, R13W, SEC. 04, E1/2 SE1/4. SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on February 23, 2010, 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 VOLU	ME* = VALUE
PULPWOOD	* 44 00 /			
MIX ASPEN	\$ 14.30/CORD	\$x	497.00 CORDS	= \$
MIX HARDWD	\$ 17.50/CORD	\$X	120.00 CORDS	= \$
			SUBTOTAL 1	\$
In addition, the succes appraised price:	ssful bidder agrees	s to purchase the	following specie	es at the
SPECIES	APPRAISED PRICE	ESTIMATED	VOLUME* V	ALUE
PULPWOOD			<u> </u>	1101
P. BIRCH	\$ 12.35/CORD	24.00	CORDS = \$	296.40
BALSAM FIR	\$ 15.10/CORD		CORDS = \$	770.10
B. SPRUCE	\$ 15.70/CORD		CORDS = \$	973.40
WHITE PINE	\$ 17.00/CORD		CORDS = \$	170.00
	SUBTOTAL 1 +	SUBTOTAL 2 = I		2,209.90 \$
*These volumes are state estimated volumes are to to examine this timber	final and not subj	ect to adjustment	. Prospective h	oidders are urged
I understand that any or will be the basis to demust be bid or the bid rewarding a contract will contract based upon equi	etermine total bid form may be reject l be based upon my	value. All bids ed. I also unders past performance	must be signed a stand that consider and ability to	and all bid items deration and
(bidder's prin	nted name)	(bidder's si	gnature)	_
Address/Telephone				

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



Name of Business

Address

City

Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Full Time Employees

State

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

	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.
Ple	ease Check Appropriate Categories:
1.	My business is organized as (you must check <u>one</u> of the boxes below):
	A. Sole Proprietorship (individual)
	B. Partnership
	C. Corporation
2.	You must check <u>one</u> of the boxes below:
	A. \(\sumeq\) 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").

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

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.

Federal ID (or) Social Security No.

Zip + 4

Telephone No.

Signature of Owner or Authorized Representative		
Title	Date	

Part Time Employees

HICKEY CREEK SPRUCE (024-08-01) T46N, R17W, SEC. 29, NESE, NWSE, SWSE. ALGER COUNTY

In response to the notice of sale to be held 10:00 a.m. on February 23, 2010, 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 SAWLOGS	API	PRAISED PRICE	BID	PRICE	ESTIMATED VOI	LUME* = VALUE
WHITE PINE PULPWOOD	\$	56.00/MBF	\$	x	27.40 MBF	= \$
B. SPRUCE MIX ASPEN MIX HARDWD	\$ \$ \$	14.15/CORD 12.25/CORD 15.70/CORD	\$ \$ \$	x x x	312.00 CORDS 97.00 CORDS 120.00 CORDS	s = \$
					SUBTOTAL 1	\$

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

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
PULPWOOD			
BALSAM FIR	\$ 13.55/CORD		= \$ 420.05
TAMARACK	\$ 6.80/CORD		= \$ 95.20
WHITE PINE	\$ 15.25/CORD	33.00 CORDS =	= \$ 503.25
		SUBTOTAL 2	\$ <u>1,018.50</u>
	SUBTOTAL 1 + SUBT	OTAL 2 = TOTAL BID VA	ALUE \$

^{*}These volumes are statistically estimated within plus (+) or minus (-) 13.31%. 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



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEF	PARTMENT USE ONLY	
Sale or Permit No		
Year:	Туре:	
Forest Area:		

	As required by Act 317, P.A. 1969 (Worker's C of Act 451 of 1994, as am	Compensation) and Part 525 ended.	5	Forest Area:	
	VERIFICATION OF WO	ORKER'S DISABILITY O	OMPENS	SATION ACT COMPLIANCE	
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the till 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 ex	cept for written signat	ures.		_
Ple	ase Check Appropriate Categories:				
1.	My business is organized as (you must check A. Sole Proprietorship (individual) B. Partnership C. Corporation	one of the boxes below	v):		
2.	Worker's Compensation Laws. B. I certify that my business has satisfi Notice of Exclusion (BWC-337, Rev. award. (For questions or a copy of the	ed its obligation to the 5/96). I will provide a e BWC-337, please call	Worker's copy of th the Worke	Oyees but the sole proprietor. I am not subject to the Compensation Act through the use of an approved the Notice of Exclusion within 21 days of the contract er's Compensation Bureau at 517-322-1195). Il provide an original Certificate of Insurance within 21	
3.	If you have checked item 2(A) or 2(B), you including family members and active partners	must indicate the num (if none, you must ente	ber of bo r "0").	oth full and part time employees other than yourself	
	Full Time En	nployees		Part Time Employees	
Nai	ne of Business	Fed	eral ID (or)	Social Security No.	
Add	dress	Tele (phone No.		
City	Sta	te		Zip + 4	
CO	ereby certify that the above information is true average during any of my present and future ope	erations.	otify the D	DNR of any changes that occur in factors affecting my	
_	Title		Da	ate	