

DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

SALE TIME, DATE AND LOCATION
3:00 p.m. on December 8, 2010
CRYSTAL FALLS

Notice is hereby given that bids will be received by the Unit Manager, CRYSTAL FALLS MANAGEMENT UNIT, for certain timber on the following described lands. The Bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs, and sale contract terms of the proposed sale.

WEBER CREEK / T44N, R29W, SEC. 30, SE1/4, E1/2SW, SWSW, E1/2NW, SWNE.

T44N, R29W, SEC. 31, W1/2NE.

DICKINSON COUNTY (Appr. \$97,274.05)

SALE ACRES: 175

No designated recreation site such as a trail, pathway, or campground is within the sale area.

Access may be through state forest land.

SALT BLOCK PINE / T43N, R29W, SEC. 06, SWNE, W1/2SE, E1/2SW, SENW.

DICKINSON COUNTY (Appr. \$59,958.20)

SALE ACRES: 92

No designated recreation site such as a trail, pathway, or campground is within the sale area.

Access may be through state forest land.

POTATO FIELD SALE / T42N, R27W, SEC. 22, SESW.

T42N, R27W, SEC. 26, SENE.

T42N, R27W, SEC. 27, NWNE, SWNE, SENW, NENW.

DICKINSON COUNTY (Appr. \$19,740.40)

SALE ACRES: 49

No designated recreation site such as a trail, pathway, or campground is within the sale area.

Access may be through private or other public land.

Please be aware that some landowners may request 60 days or more notice for forest harvesting access across their land.

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

- 1. <u>Bid Location</u>, <u>Date</u>, <u>and Time</u>: Bids must be received by the Unit Manager, Crystal Falls Management Unit, 1420 US-2 West, Crystal Falls, MI 49920 no later than 3:00 p.m., local time, on December 8, 2010. For further information concerning this sale, contact the Unit Manager at 906-875-6622.
- 2. <u>Bidder's Qualifications</u>: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are <u>not permitted</u> to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNRE/FMD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. <u>Preparation of Sealed Bids:</u> Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
- 4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. 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 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

WEBER CREEK (059-10-01)

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

SPECIES ESTIMATED VOLUME*		APPRAISED PRICE		
PULPWOOD				
RED PINE	671.00 CORDS	\$ 34.00/CORD		
MIX ASPEN	1,469.00 CORDS	\$ 22.65/CORD		
MIX SOFTWD	1,005.00 CORDS	\$ 24.85/CORD		
MIX HARDWD	428.00 CORDS	\$ 23.25/CORD		

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED PINE	28.50 MBF	\$ 154.00/MBF
MIX HARDWD	3.00 MBF	\$ 180.00/MBF
PULPWOOD		
JACK PINE	53.00 CORDS	\$ 25.15/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 7.9 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$5,000.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT	UNIT	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1				34%		
	2				21%		
	3				22%		
	4				23%		

- 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.



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

YEAR SALE NUMBER 2010 120591001

This information provided by authority of Part 525 of Act 451, PA 1994, as amended. PAGE OF DATE MAPPED BY SCOTT SEBERO FOREST MANAGEMENT UNIT: COUNTY 04/12/2010 CRUISED BY SCOTT SEBERO DICKINSON CRYSTAL FALLS SECTION(S) AND SUBDIVISION(S) RANGE TOWNSHIP Scale: |.....4 inches......| = 1 mile 29W 44N 31 W1/2NE 30 SE1/4,E1/2SW,SWSW,E1/2NW,SWNE; Density **Cover Type** 5 = Pole Timber Medium 0 = Non Stocked P = Lowland Poplar Q = Mixed Swamp Cnfr V = Bog or Marsh H = Hemlock A = Aspen 1 = Seedling Sapling Poor 6 = Pole Timber Well W = White Pine B = Paper Birch J = Jack Pine 2 = Seedling Sapling Medium 3 = Seedling Sapling Well 7 = Saw Timber Poor X = Non Stocked L = Lowland Brush R = Red Pine C = Cedar 8 = Saw Timber Medium Z = Water S = Black Spruce E = Swamp Hdwoods M = Mpl, Bch, Brch 9 = Saw Timber Well 4 = Pole Timber Poor N = Marsh T = Tamarack F = Spruce Fir U = Upland Brush O = OakG = Grass **WEBER CREEK** 175 Acres 86 Unit 1 58 acres Unit 2 38 acres Unit 3 38 acres Unit 4 41 acres Alice 156 James Baravett Olb T-Sale Jr 319.9 31 550.€ St John RE Co 30 77 **LEGEND** BLUE PROPERTY LINE -XX RED BOUNDARY LINE -TRAIL ROAD CENTER SECTION 31 CUTTING UNIT P. 3 SURVEY CORNER . PR4030-1A (Rev. 03/29/2006)

Sale Specific Conditions & Requirements

Sale Name: Weber Creek Sale Number: 12-059-10-01

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 blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state and interior payment unit boundaries are marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 2, 3, and 4, cut all aspen and mixed hardwood 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. Cut all spruce, balsam and jack pine with a stump diameter of six inches or more. Do not cut any red or white pine, cedar, hemlock or oak.

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

Within Payment Unit(s) 1 and 2A, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition to all trees marked with orange paint, cut all aspen, spruce, balsam, jack pine and mixed hardwood with one or more 100 inch pulpwood sticks.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

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

4 - Transportation

4.1 - Construction

4.1.3 - 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 moved at least 10 feet back from edge of road. Stumps shall be set upright.

Sale Name: Weber Creek Sale Number: 12-059-10-01

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.

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. If the Purchaser pulls out of the sale, the Unit manager or his representative must be notified before moving back into the sale. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

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 red and blue paint line.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area 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.

Sale Name: Weber Creek Sale Number: 12-059-10-01

5.2.3 - Operating Restrictions

5,2,3,3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 2A, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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.

5.2.32 - Decking/landing restoration (2/04)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (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.

7 - Other Conditions

7.2 - Extensions

7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

Section Name: Sale Specific Page 3 of 3 Current as of 10/29/2010 3:50:59PM

SALT BLOCK PINE (061-10-01)

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED PINE	155.00 MBF	\$ 154.00/MBF
PULPWOOD	*	
RED PINE	841.00 CORDS	\$ 34.00/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
MIX ASPEN	171.00 CORDS	\$ 22.65/CORD
MIX SOFTWD	98.00 CORDS	\$ 24.85/CORD
MIX HARDWD	51.00 CORDS	\$ 23.25/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 12.15 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 \$3,000.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT	UNIT	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1				28%		
	2				30%		
	3				25%		
	4				17%		

- 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.



Michigan Department of Natural Resources - Forest Management TIMBER SALE MAP

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

SALE NUMBER 120611001

YEAR 2010

PR4030-1A (Rev. 03/29/2006)

FOREST MANAGEMENT UNIT: COUNTY MAPPED BY SCOTT SEBERO DATE PAGE OF CRYSTAL FALLS DICKINSON 05/13/2010 CRUISED BY SCOTT SEBERO TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S) 43N 29W Scale: |.....4 inches......| = 1 mile 6 SWNE, W1/2SE, E1/2SW, SENW **Cover Type Density** A = Aspen H = Hemlock J = Jack Pine P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar 7 = Saw Timber Poor L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium E = Swamp Hdwoods 3 = Seedling Sapling Well 4 = Pole Timber Poor M = Mpl, Bch, Brch S = Black Spruce Z = Water 8 = Saw Timber Medium F = Spruce Fir N = Marsh T = Tamarack 9 = Saw Timber Well G = Grass O = Oak U = Upland Brush Salt Block Pine 92 Acres Unit 1 29 acres Unit 2 25 acres Unit 3 22 acres Unit 4 16 acres 559.4 30 State of MI 319.9 31 St John RE Co 30 State_of MI 86 Go 36 LEGEND BLUE PROPERTY LINE RED BOUNDARY LINE TRAIL ROAD ~ -CENTER SECTION 6 CUTTING UNIT U2 SURVEY CORNER PROPOSED ROAD

Sale Specific Conditions & Requirements

Sale Name: Salt Block Pine Sale Number: 12-061-10-01

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 blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state and interior payment unit boundaries are marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3 and 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition to all trees marked with orange paint, cut all aspen, spruce, balsam, jack pine and mixed hardwood with one or more 100 inch pulpwood sticks.

2.2 - Utilization

2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 10 inches.

2.3 - Log Rule

2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the International ¼ Inch Log Rule.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

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

4 - Transportation

4.1 - Construction

Section Name: Sale Specific Page 1 of 3 Current as of 9/8/2010 9:21:20AM

Sale Name: Salt Block Pine Sale Number: 12-061-10-01

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 moved at least 10 feet back from edge of road. Stumps shall be set upright.

4.1.6 - Road construction (1/09)

A new road to access units 2 and 3 is proposed to be constructed. Construction of this road or any other 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. 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

4.2.5 - 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. If the Purchaser pulls out of the t-sale, the Unit manager or his representative must be notified before moving back into the t-sale. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

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 red and blue paint line.

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height. Chip piles must be spread out and not exceed 4 inches in depth.

Sale Name: Salt Block Pine Sale Number: 12-061-10-01

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area 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

5.2.3.6 - 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.

5.2.32 - Decking/landing restoration (2/04)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (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.

7 - Other Conditions

7.2 - Extensions

7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

POTATO FIELD SALE (084-10-01)

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
SUG. MAPLE	21.90 MBF	\$ 264.00/MBF
BASSWOOD	26.60 MBF	\$ 138.00/MBF
PULPWOOD		
MIX HARDWD	351.00 CORDS	\$ 25.50/CORD

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

SPECIES	ESTIMATED VOLUME*	AP	PRAISED PRICE
SAWLOGS			
MIX HARDWD	2.00 MBF	\$	193.00/MBF
PULPWOOD			
BASSWOOD	86.00 CORDS	\$	8.25/CORD
Q. ASPEN	11.00 CORDS	\$	22.00/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 16.69 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 \$1,000.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT	TIKU	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1				20%		
	2				20%		
	3				60%		

- 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, 2013.



Michigan Department of Natural Resources - Forest Management TIMBER SALE MAP

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

 SALE NUMBER
 YEAR

 120841001
 10

DATE PAGE FOREST MANAGEMENT UNIT: COUNTY MAPPED BY Cynthia Cooper OF 9/28/2010 Crystal Falls Dickinson CRUISED BY Matt Watkeys 1 TOWNSHIP SECTION(S) AND SUBDIVISION(S) 22 SESW Range Scale: |.....4 inches......| = 1 mile 26 SENE, 27 NWNE, SWNE, SENW, NWNE NE NW 42N 27W **Density Cover Type** P = Lowland Poplar Q = Mixed Swamp Cnfr 5 = Pole Timber Medium 6 = Pole Timber Well V = Bog or Marsh W = White Pine A = Aspen H = Hemlock 0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium J = Jack Pine B = Paper Birch C = Cedar L = Lowland Brush X = Non Stocked 7 = Saw Timber Poor R = Red Pine E = Swamp Hdwoods 3 = Seedling Sapling Well M = Mpl, Bch, Brch S = Black Spruce Z = Water 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 Potato Field Sale Unit 2 Unit 1 Unit 3 10 Acres 10 Acres 29 Acres **Total 49 Acres** Hardwood Thinning private UNITY UNIT UNITZ а TICHELAR RO Logging Road Red Boundary Line FORDVILLE Paved Road **DNR** registered Corner Blue Property Line

Sale Specific Conditions & Requirements

Sale Name: Potato Field Sale Sale Number: 12-084-10-01

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 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 unless also marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2 and 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. A few submerchantable trees may have been marked but were not included in the volume.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 18 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 10 inches DBH.

2.2.4 - Skidding length (2/09)

Skidding of unlimbed tops or lengths over 17 feet is not permissible.

2.3 - Log Rule

2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the International ¼ Inch Log Rule.

3 - Payments

3.4 - Damaged Timber

Sale Name: Potato Field Sale Sale Number: 12-084-10-01

3.4.1 - Damaged timber (6/05)

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

No damage is acceptable to merchantable trees. Within the sale area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation

4.1 - Construction

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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

4.4 - Access

4.4.1 - Private property access (8/10)

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

5 - Operations

Sale Name: Potato Field Sale Sale Number: 12-084-10-01

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 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (9/09)

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.

5.2.1.8 - Slash height (12/08)

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

5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. See related specs 2.2.4 - Skidding Length and 3.4.1 - Damaged Timber.

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

5,2,3,3 - Bark slippage restriction (3/09)

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

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

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

5.4 - Soil Protection

Sale Name: Potato Field Sale Sale Number: 12-084-10-01

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 (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.

7 - Other Conditions

7.2 - Extensions

7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

Section Name: Sale Specific Page 4 of 4 Current as of 10/29/2010 3:42:59PM

WEBER CREEK (059-10-01)

T44N, R29W, SEC. 30, SE1/4, E1/2SW, SWSW, E1/2NW, SWNE.
T44N, R29W, SEC. 31, W1/2NE.
DICKINSON COUNTY

In response to the notice of sale to be held 3:00 p.m. on December 8, 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 PULPWOO		APE	PRAISED PRICE	<u>B</u>	ID PRICE	ESTIMATE	VOLUME*	=	VALUE
RED		~	34.00/CORD	~	v	671 00	GODDG		
KED .	LINE	Ş	34.00/CORD	\$	X	671.00	CORDS	=	Ş
MIX .	ASPEN	\$	22.65/CORD	\$	X	1,469.00	CORDS	=	\$
MIX	SOFTWD	\$	24.85/CORD	\$	x	1,005.00	CORDS	=	\$
MIX	HARDWD	\$	23.25/CORD	\$	x	428.00	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
RED PINE	\$ 154.00/MBF 28.50 MBF = \$ 4,389.00
MIX HARDWD	\$ 180.00/MBF 3.00 MBF = \$ 540.00
PULPWOOD	
JACK PINE	\$ 25.15/CORD 53.00 CORDS = \$ 1,332.95
	SUBTOTAL 2 \$ 6,261.95
	SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$

*These volumes are statistically estimated within plus (+) or minus (-) 7.9%. 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 & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY **COMPENSATION ACT COMPLIANCE**

FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX) Forest Management Unit:

As required by Act 317, P.A. 1969 (Worker's Compensation) and

Part 525 of Act 451 of 1994	as amended.					
VERIFICATION OF WO	ORKER'S DISAB	ILITY 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.						
All Information must be typed or printed except for written signatures.						
Please Check Appropriate Categories:						
1. My business is organized as (you mus i	t 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 belo	w:					
A. I certify that my business is a sole Worker's Compensation Laws.	proprietorship and	it has no employees but the sole proprietor. I am not subject to the				
Notice of Exclusion (BWC-337, Re	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-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").						
Full-time E	mployees	Part-time Employees				
Name of Business		Federal ID (or) Social Security No.				
Address		Talanhana				
Address		Telephone ()				
City	State	ZIP				
I hereby certify that the above information is occur in factors affecting my coverage during		I agree to notify the Michigan DNRE of any changes that nt and future operations.				
Signature of Owner or Authorized Representative						
Title		 Date				
1 100		Dato				

T43N, R29W, SEC. 06, SWNE, W1/2SE, E1/2SW, SENW. DICKINSON COUNTY

In response to the notice of sale to be held 3:00 p.m. on December 8, 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
SAWLOGS RED PINE	\$ 154.00/MBF	\$ X	155.00 MBF = \$
PULPWOOD	\$ 154.00/MBF	٠,	155.00 MBF = \$
RED PINE	\$ 34.00/CORD	\$ X	841.00 CORDS = \$
			SUBTOTAL 1 \$
In addition, the suc	cessful bidder agree	s to purchase the	following species at the
appraised price:			
SPECIES	APPRAISED PRICE	ESTIMATED	VOLUME* VALUE
PULPWOOD			
MIX ASPEN	\$ 22.65/CORD	171.00	CORDS = $$3,873.15$
MIX SOFTWD	\$ 24.85/CORD	98.00	·
MIX HARDWD	\$ 23.25/CORD	51.00	CORDS = \$ 1,185.75
		st	UBTOTAL 2 \$ 7,494.20
	SUBTOTAL 1 +	SUBTOTAL 2 = 1	FOTAL BID VALUE \$
estimated volumes are	e final and not subje	ect to adjustment.	or minus (-) 12.15%. These Prospective bidders are urged quantity and quality.
will be the basis to must be bid or the b	determine total bid id form may be reject will be based upon my	value. All bids ced. I also unders / past performance	at the individual unit bid price must be signed and all bid items stand that consideration and a and ability to complete the control.
(bidder's p	printed name)	(bidder's si	gnature)
Address/Telephone			

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



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
Forest Management Unit:

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

	Part 525 of Act 451 of 1994,	as amended.					
	VERIFICATION OF WO	RKER'S DISABI	LITY COMPENS	SATION ACT CO	WPLIANCE		
	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 Info	ormation must be typed or printed	except for written	signatures.				
Please Ch	eck Appropriate Categories:						
А. 🗌 🤄 В. 🗍	My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation						
A. □ B. □ C. □	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).						
If you l than yo	If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").						
	Full-time Er	mployees			Part-time Employees		
ame of Busir	ness		Federal ID (or) Social Security No.				
ddress			Telephone ()				
ty		State	ZIP				
nereby certify that the above information is true and correct. I agree to notify the Michigan DNRE 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				

POTATO FIELD SALE (084-10-01) T42N, R27W, SEC. 22, SESW. T42N, R27W, SEC. 26, SENE. T42N, R27W, SEC. 27, NWNE, SWNE, SENW, NENW. DICKINSON COUNTY

In response to the notice of sale to be held 3:00 p.m. on December 8, 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.

non-responsive bid	forms ma	y be rejected.						
SPECIES	<u>AP</u>	PRAISED PRICE	BID PR	ICE	ESTIMAT	ED VOLU	ME* =	VALUE
SAWLOGS								
SUG. MAPLE		264.00/MBF	\$	x	21.90		=	\$
BASSWOOD	\$	138.00/MBF	\$	x	26.60	MBF	=	\$
PULPWOOD			_					
MIX HARDWD	\$	25.50/CORD	\$	X	351.00	CORDS	=	\$
					SUBTOTAL	L 1 :	\$	
In addition, the stappraised price:	uccessful	bidder agrees	to purcha	se the	following	g specie	es at	the
SPECIES SAWLOGS	APPR	AISED PRICE	EST	IMATED '	VOLUME*	V	ALUE	
MIX HARDWD	\$	193.00/MBF		2.00 1	MBF	= \$	386.	00
PULPWOOD								
BASSWOOD	\$	8.25/CORD		86.00	CORDS	= \$	709.	50
Q. ASPEN	\$	22.00/CORD		11.00	CORDS	= \$	242.	00
				នបរ	STOTAL 2	\$1	.,337.	50
	នា	JBTOTAL 1 +	SUBTOTAL 2	= T(OTAL BID	VALUE \$	s	
*These volumes are estimated volumes a to examine this tin	are final	and not subje	ct to adju	stment.	Prospec	tive bi	.dders	are urged
I understand that a will be the basis t must be bid or the awarding a contract contract based upon	o determi bid form will be	ne total bid may be reject based upon my	value. Ali ed. I also past perfo	l bids m underst ormance	nust be s and that and abil	igned a	nd al lerati	l bid items on and
(bidder's	printed	name)	(bidde	er's sig	nature)		_	
3.33m and /m : 3 . 3	_							
Address/Telephon								

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



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)

Forest Management Unit:

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 DISABILI	TY COMPENSATION ACT COMPLIANCE					
•	,						
•	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	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.	3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time 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					
Nam	ame of Business	Federal ID (or) Social Security No.					
Addr	dress	Telephone ()					
City	y State z	ZIP					
	nereby certify that the above information is true and correct. I accur in factors affecting my coverage during any of my present						
S	Signature of Owner or Authorized Representative						
T	Title	Date					