

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

TIMBER SALE PROSPECTUS (4410)

SCHEDULED SALE DATE AND TIME: 3:00PM on June 29, 2011.

LOCATION: CRYSTAL FALLS MGT UNIT, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

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:

WINTER SPRUCE (12-002-10-01) / T44N, R28W, SEC.27, NWNW, SENW, NESW.

T44N, R28W, SEC.28, NE 1/4, SENW.

DICKINSON COUNTY (Advertised Price \$30,676.70), 73.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

WOLF DEN SALE (12-067-10-01) / T44N, R28W, SEC.21, SE1/4, E1/2SW, SWNE, SWSW.

T44N, R28W, SEC.22, SWSW.

T44N, R28W, SEC.27, W1/2NW,..

T44N, R28W, SEC.28, NE1/4, E1/2NW, NESE, NWNW.

DICKINSON COUNTY (Advertised Price \$74,375.00), 252.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

LONG ROAD CONTRACT SALE (12-074-10-01) / T44N, R28W, SEC.34, SENE,.

T44N, R28W, SEC.35, E 1/2NE, W 1/2NW, NWSW.

DICKINSON COUNTY (Advertised Price \$8,301.60), 57.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

BID INSTRUCTIONS (VER. 02/24/2011):

1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, CRYSTAL FALLS OFFICE, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920, no later than 3:00PM on June 29, 2011. For further information concerning this sale, contact Don Mankee at 906-875-6622.

2. Bidder's Qualifications (1/11)

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 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. Preparation of Sealed Bids (1/11)

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 (1/11)

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 (1/11)

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 (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

7. Down Payment (1/11)

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 (1/11)

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 (1/11)

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 (1/11)

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 (1/11)

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-00090N 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.

RODNEY STOKES Director

TIMBER SALE INFORMATION

WINTER SPRUCE (12-002-10-01)

T44N, R28W, SEC.27; T44N, R28W, SEC.28.

DICKINSON COUNTY (Advertised Price \$30,676.70)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

ESTIMATED VOLUME*	ADVERTISED PRICE		
250.00 Cords	\$	25.00 / Cord	
949.00 Cords	\$	23.10 / Cord	
	250.00 Cords	250.00 Cords \$	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,504.80:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE		
Pulpwood				
Balsam Fir	56.00 Cords	\$	23.30 / Cord	
Mixed Hardwood	48.00 Cords	\$	25.00 / Cord	

^{*}The volumes are statistically estimated within plus (+) or minus (-) 6.92 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 **\$2,000.00** 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 must 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

17(TMENT CIVIT NOMBER	I ENGENT OF TOTAL
01	30%
02	27%
03	43%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2011.

Sale Specific Conditions & Requirements

Sale Name: Winter Spruce Sale Number: 12-002-10-01

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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut painted boundary line trees. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.8 - Designated plantation row unit(s) (12/08)

Within Payment Unit(s) 1-3, all spruce trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows follow a take two, leave three pattern. In addition, all merchantable aspen, mixed hardwood and balsam fir will be removed from all units. Do not cut cedar or white pine; do not cut spruce within the leave rows.

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.

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 5 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 3 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

4.2.5 - 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 3 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

5.2.2 - 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) 1-3, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

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.

5.4 - 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

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm in 2009 and 2010. The purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 5/17/2011 9:19:20AM



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

TIMBER SALE MAP

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

Sale Number Year 12-002-10-01 2010

Forest Management Unit County Page Mapped By EA Houghton Date of Crystal Falls Dickinson 05/04/2010 Cruised By EA Houghton 1

Township Range Section(s) and Subdivision(s) 44N 28W

S 27, NWNW, SENW, NESW; S 28, NE 1/4, SENW

Cover Type Density

A = Aspen G = Grass B = Paper Birch H = Hemlock C = Cedar J = Jack Pine

D = Treed Bog E = Swamp Hdwoods

L = Lowland Brush M = Mpl, Bch, Brch

O = Oak P = Lowland Poplar Q = Mixed Swamp Cnfr

R = Red Pine S = Black Spruce U = Upland Brush V ≈ Bog or Marsh W = White Pine

X = Non Stocked Z = Water

0 = Non Stocked 1 = Seedling Sapling Poor

2 = Seedling Sapling Medium 3 = Seedling Sapling Well

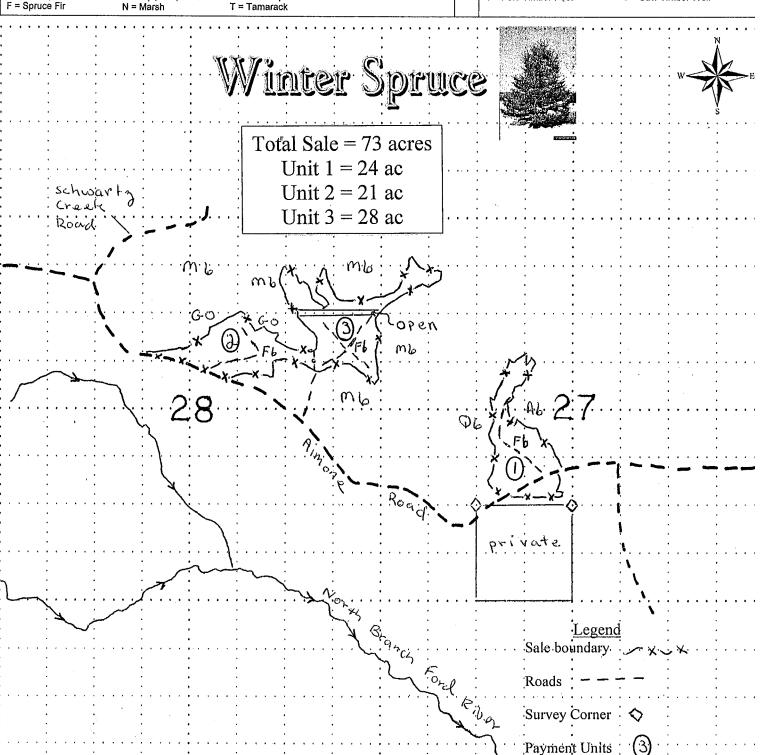
4 = Pole Timber Poor

5 = Pole Timber Medium

6 = Pole Timber Well 7 = Saw Timber Poor

8 = Saw Timber Medium

9 = Saw Timber Well



0 Miles

UNIT boundary

0.25

TIMBER SALE INFORMATION

WOLF DEN SALE (12-067-10-01)

T44N, R28W, SEC.21; T44N, R28W, SEC.22; T44N, R28W, SEC.27; T44N, R28W, SEC.28.

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

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In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,572.40:

ESTIMATED VOLUME*	ADVERTISED PRI	
6.30 MBF	\$	182.00 / MBF
13.30 MBF	\$	211.00 / MBF
41.00 Cords	\$	26.00 / Cord
27.00 Cords	\$	20.50 / Cord
	6.30 MBF 13.30 MBF 41.00 Cords	6.30 MBF \$ 13.30 MBF \$ 41.00 Cords \$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 7.61 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 **\$4,000.00** 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 must 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:

PERCENT OF TOTAL SALE '
25%
12%
11%
17%
20%
15%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2013.

Sale Specific Conditions & Requirements

Sale Name: Wolf Den Sale Sale Number: 12-067-10-01

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 red 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, 3, 4, 5, and 6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.4 - Skidding length (2/11)

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

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.

Within the sale area, if more than 10% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$150.00 per acre for all acreage within that specified portion of the sale area that was damaged.

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 spring breakup or during wet weather conditions.

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - 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. In addition, if the purchaser pulls out of the sale, s/he must notify the sale administrator before moving back.

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

5.2.1.14 - 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. If chips are piled on the ground, only the existing grassy openings will be permitted for piles. See sale administrator for further direction.

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) 1-6, unless changed by written agreement, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

5.2.32 - Decking/landing restoration (9/10)

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 Current as of 5/19/2011 8:30:18AM

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FOREST MANAG	SEMENT UNIT:		COUNTY		MAPPED	BY Linda	a Lindberg		DATE 8/2/2010	PAGE 1	OF I 1
Crystal Fall		- CECT	Dickinson TON(S) AND SU	1001/1610	CRUISED			w.			
TOWNSHIP 44N	Range 28W	NWN	W, 21,SWNE, S	E1/4, E1/	2SW, SWS	W, 22, S\	NSW, 27,	W1/2NW Sca	le: 4 inche	es =1 n 	nile
•	***	Co	ver Type						Density		
A = Aspen B = Paper Birch	H = Heml J = Jack F	Pine	P = Lowland Q = Mixed Sv	vamp Cnfr	W = W	og or Marsh /hite Pine on Stocked		0 = Non Stocked 1 = Seedling Saplir 2 = Seedling Saplir	ng Poor 6 = P	ole Timber Med ole Timber Wel aw Timber Pool	1
C = Cedar E = Swamp Hdwood F = Spruce Fir	L = Lowla is M = Mpl, l N = Marsi	Bch, Brch	R = Red Pine S = Black Sp T = Tamarac	ruce	Z = Wa			3 = Seedling Saplir 4 = Pole Timber Po	ig Well 8 = S	aw Timber Med aw Timber Well	
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TIMBER SALE INFORMATION

LONG ROAD CONTRACT SALE (12-074-10-01)

T44N, R28W, SEC.34; T44N, R28W, SEC.35.

DICKINSON COUNTY (Advertised Price \$8,301.60)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>ADV</u>	ADVERTISED PRICE		
Pulpwood					
Mixed Hardwood	488.00 Cords	\$	12.00 / Cord		
Q. Aspen	66.00 Cords	\$	22.00 / Cord		

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$993.60:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE		
Sawlogs				
Basswood	4.20 MBF	\$	105.00 / MBF	
Mixed Hardwood	0.20 MBF	\$	152.00 / MBF	
Sugar Maple	0.20 MBF	\$	206.00 / MBF	
Pulpwood				
Basswood	74.00 Cords	\$	6.50 / Cord	

^{*}The volumes are statistically estimated within plus (+) or minus (-) 20.26 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 \$500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must 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 01 61%

02 39%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2012.

Sale Specific Conditions & Requirements

Sale Name: Long Road Contract Sale Sale Number: 12-074-10-01

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 and 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.2 - Utilization

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 1/4 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. 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.

Within the sale area, if more than 10% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100.00 per acre for all acreage within that specified portion of the sale area that was damaged.

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

4.1.3 - 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.

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 within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed, see the timber sale map for locations. 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

4.2.5 - 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 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 24 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 and 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

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 Current as of 4/15/2011 4:57:13PM



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 MUNIBER 120741001

DNR survey Corner

Red Boundary Line

Blue Property Line

Trail Rd.

Dirt Rd.

YEAK 10

COUNTY MAPPED BY Linda Lindberg DATE PAGE OF FOREST MANAGEMENT UNIT: 8/3/2010 Crystal Falls Iron CRUISED BY Patty Lydon 1 TOWNSHIP Range SECTION(S) AND SUBDIVISION(S) Scale: |.....4 inches......| = 1 mile 28W 34, SENE; 35 E 1/2NE, W 1/2NW, NWSW 44N **Density Cover Type** H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium A = Aspen B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor L = Lowland Brush Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce N = Marsh 4 = Pole Timber Poor 9 = Saw Timber Well T = Tamarack F = Spruce Fir U = Upland Brush G = Grass O = OakLong Road Contract Sale Block 1 Block 2 13 Acres 44 Acres **Total 57 Acres** AHMONE Hardwood Thinning o Aimone R& Ma **国际的企业**15 COPPER COUNTRY State of MI STATE FOREST 240 State 560 State of MI 600 Harvey Phelps III 80 27 Darryl & Karen Bengry 40 Gravel Rd. 581

Anthony

etal

36 Fornetti

60 Lobert

80

State

35

640

BID FORM

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

upon

WINTER SPRUCE (12-002-10-01) T44N, R28W, SEC.27; T44N, R28W, SEC.28; DICKINSON COUNTY

In response to the notice of sale to be held 3:00PM on June 29, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected

producto	to be out. Blue for individual	opeolee made be	at or above the ac	VOILIOO	a prioc.	7 (11 11011 100	pondive bia forme m	ay be rejected.
PRODUC Pulpwood	TS & SPECIES	ESTIMATED V	VOLUME*	<u>ADV</u>	'ERTISE	ED PRICE	BID PRICE	
•	d Aspen	250.00	Cords	\$	25.00	/ Cord	\$	/ Cord
W. S	pruce	949.00	Cords	\$	23.10	/ Cord	\$	/ Cord
In additio	n, the successful bidder agre	es to purchase t	he following specie	s at the	e indicat	ted advertis	ed price for a total va	lue of \$2,504.80 :
PRODUC Pulpwood	TS & SPECIES	ESTIMATED \	VOLUME*	<u>ADV</u>	<u>ERTISE</u>	ED PRICE		
	am Fir	56.00	Cords	\$	23.30	/ Cord		
Mixe	d Hardwood	48.00	Cords	\$	25.00	/ Cord		
	mes are statistically estimate nt. Prospective bidders are ເ	. , ,						•
understar	and that any or all bids may be nd that consideration and awant at and staffing subject to my o	arding a contract	•					•
	FEDERAL ID:		or SOCIAL SECUR	ITY NU	JMBER:	:		
	Company or individual biddi	ng:						
	Company representative's r	name:						
	Address:							
	City:	State:	2	Zip:				
IF AVAIL	ABLE, PLEASE PLACE THE	PERSONALIZE	D LABEL FROM Y	OUR F	PROSPE	ECTUS IN T	HE ABOVE BOX.	
Individual	or company representative's	s signature:					Date:	
Phone nu	mber :		Email (opt	ional):				



Title

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 DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories:

1.	 My business is organized as (you must check <u>one</u> of the boxed. Sole Proprietorship (individual) Partnership Corporation 	es below):					
_	- ·						
2.	<u> </u>	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					
		e Worker's Compensation Act through the use of an approved copy of the Notice of Exclusion within 21 days of the contract II the Worker's Compensation Bureau at 517-322-1195).					
	C. I certify that my business has a Worker's Compensation Podays of the contract award.	licy. I will provide an original Certificate of Insurance within 21					
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					
Vam	Name of Business Fed	leral ID (or) Social Security No.					
٩ddr	Address Tel-	ephone)					
City	City State ZIP						
	hereby certify that the above information is true and correct. I a occur in factors affecting my coverage during any of my present a						
S	Signature of Owner or Authorized Representative						

Date

BID FORM

WOLF DEN SALE (12-067-10-01)

T44N, R28W, SEC.21; T44N, R28W, SEC.22; T44N, R28W, SEC.27; T44N, R28W, SEC.28; DICKINSON COUNTY

In response to the notice of sale to be held 3:00PM on June 29, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE	
Sawlogs						
Sugar Maple	19.80	MBF	\$	287.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Hardwood	2,614.00	Cords	\$	22.00 / Cord	\$	/ Cord
Paper Birch	244.00	Cords	\$	23.00 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,572.40:

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	AD\	VERTISED PRICE
Sawlogs				
Mixed Hardwood	6.30	MBF	\$	182.00 / MBF
Paper Birch	13.30	MBF	\$	211.00 / MBF
Pulpwood				
Mixed Softwood	41.00	Cords	\$	26.00 / Cord
Q. Aspen	27.00	Cords	\$	20.50 / Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 7.61 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.

I understand that any or all bids may be rejected. 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 staffing subject to my control.

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN	THE ABOVE BOX.	
ndividua	or company representative's signatu	re:		Date:	
Phone nu	ımber :	Email (optional):		



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.

days of the contract award.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> 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

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

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

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

I hereby 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	

Part-time Employees

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

LONG ROAD CONTRACT SALE (12-074-10-01) T44N, R28W, SEC.34; T44N, R28W, SEC.35; DICKINSON COUNTY

In response to the notice of sale to be held 3:00PM on June 29, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

			Email	(ontional):		
	al or company representa						
IF AVAII	LABLE, PLEASE PLACE	THE PERSONALIZE	ED LABEL FRO	M YOUR	PROSPECTUS IN	THE ABOVE BOX.	
	City:	State		_ Zip:		_	
	Address:						
	Company representati					_	
	Company or individual						
	FEDERAL ID:						
understa	tand that any or all bids rand that consideration and ent and staffing subject to	d awarding a contrac	_				n may be rejected. I also te the contract based upon
	umes are statistically est ent. Prospective bidders			•			-
•	swood	74.00	Cords	\$	6.50 / Cord		
Sug	gar Maple od	0.20	MBF	\$	206.00 / MBF		
Bas Mix	swood ed Hardwood	4.20 0.20	MBF	\$ \$	105.00 / MBF 152.00 / MBF		
PRODU Sawlogs	CTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>A</u> E	VERTISED PRICE	:	
In additi	on, the successful bidder	agrees to purchase	the following sp	ecies at t	he indicated advert	ised price for a total	value of \$993.60 :
	od ed Hardwood Aspen	488.00 66.00		\$ \$	12.00 / Cord 22.00 / Cord	\$ \$	/ Cord / Cord



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.

Signature of Owner or Authorized Representative

Title

Part 525 of Act 451 of 1994, as amended. VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation You must check one of the boxes below: A. 🔲 I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-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 Name of Business Federal ID (or) Social Security No. Address Telephone City State ZIP I hereby 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.

Date