

DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

SALE TIME, DATE AND LOCATION 4:00 p.m. on December 9, 2010 GLADSTONE

Notice is hereby given that bids will be received by the Unit Manager, ESCANABA 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.

KROAD / T36N, R25W, SEC. 23, SWNE, NWNE, NENW, SENW, NWSE, NESE.

T36N, R25W, SEC. 23, SESE.

T36N, R25W, SEC. 26, NWNE, SENW.

T36N, R25W, SEC. 35, S1/2NW.

MENOMINEE COUNTY (Appr. \$29,729.60)

SALE ACRES: 67

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

Access may be through private or state forest land.

NEWBORN FAWN HARDWOODS / T43N, R22W, SEC. 04, SENW, S1/2NE, NWSE.

DELTA COUNTY (Appr. \$10,781.90)

SALE ACRES: 47.5

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

Access may be through state forest land.

LOST MACHETE / T37N, R25W, SEC. 34, SESE, NESE.

T37N, R25W, SEC. 35, NWSW, SWSW, SESW, SWSE.

MENOMINEE COUNTY (Appr. \$43,322.05)

SALE ACRES: 76.3

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

Access may be through state forest 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>: <u>Bids must be received by the Unit Manager</u>, <u>Escanaba Management Unit</u>, <u>6833 Hwy 2</u>, 41 & M-35, Gladstone, MI 49837 no later than 4:00 p.m. on December 9, 2010. For further information concerning this sale, contact the Unit Manager at 906-786-2354.
- 2. Bidder's Qualifications: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the 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: 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. <u>Performance Security:</u> 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

KROAD (002-10-01)

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	29.50 MBF	\$ 195.00/MBF
MIX HARDWD	11.00 MBF	\$ 135.00/MBF
PULPWOOD		
B. POPLAR	117.00 CORDS	\$ 22.15/CORD
W. SPRUCE	72.00 CORDS	\$ 24.60/CORD
B. SPRUCE	114.00 CORDS	\$ 25.20/CORD
RED PINE	102.00 CORDS	\$ 39.45/CORD
MIX SOFTWD	68.00 CORDS	\$ 24.35/CORD
MIX HARDWD	172.00 CORDS	\$ 25.60/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
SUG. MAPLE	.10 MBF	\$ 472.00/MBF
RED MAPLE	.90 MBF	\$ 133.00/MBF
P. BIRCH	1.80 MBF	\$ 220.00/MBF
WHITE PINE	11.70 MBF	\$ 65.00/MBF
PULPWOOD		
P. BIRCH	41.00 CORDS	\$ 23.65/CORD
Q. ASPEN	37.00 CORDS	\$ 28.30/CORD
N.W. CEDAR	20.00 CORDS	\$ 26.10/CORD
WHITE PINE	61.00 CORDS	\$ 21.50/CORD

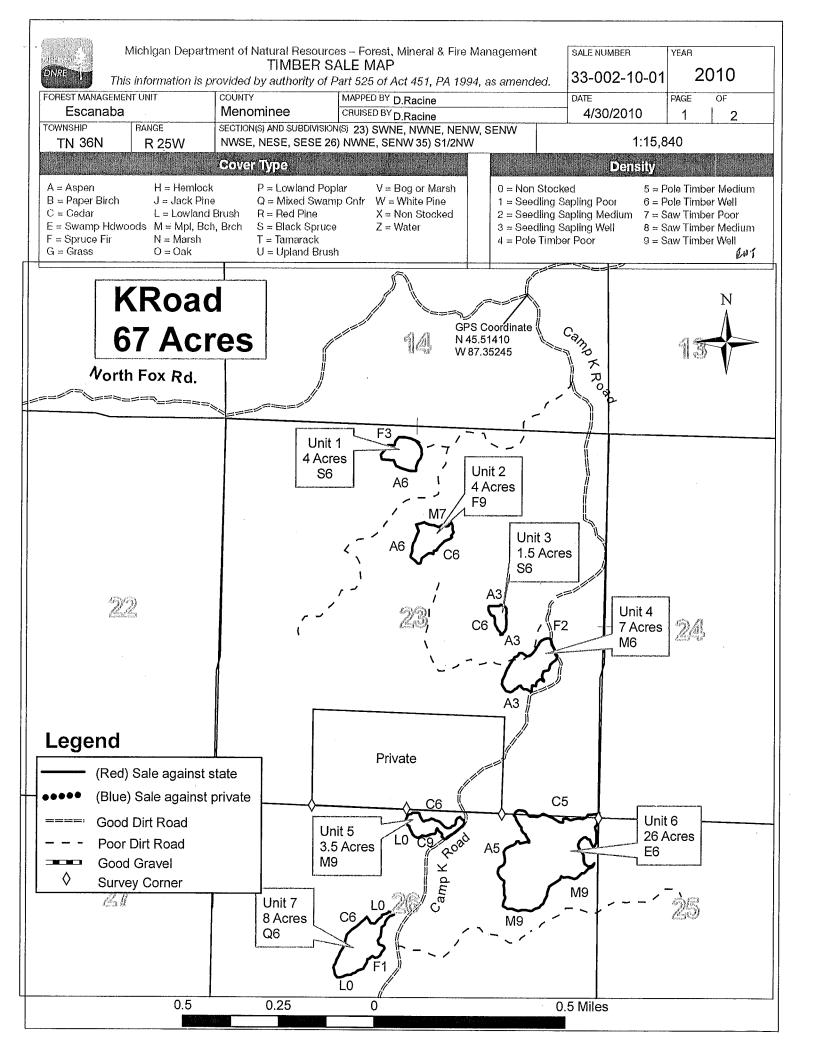
^{*}The volumes are statistically estimated within plus (+) or minus (-) 13.76 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

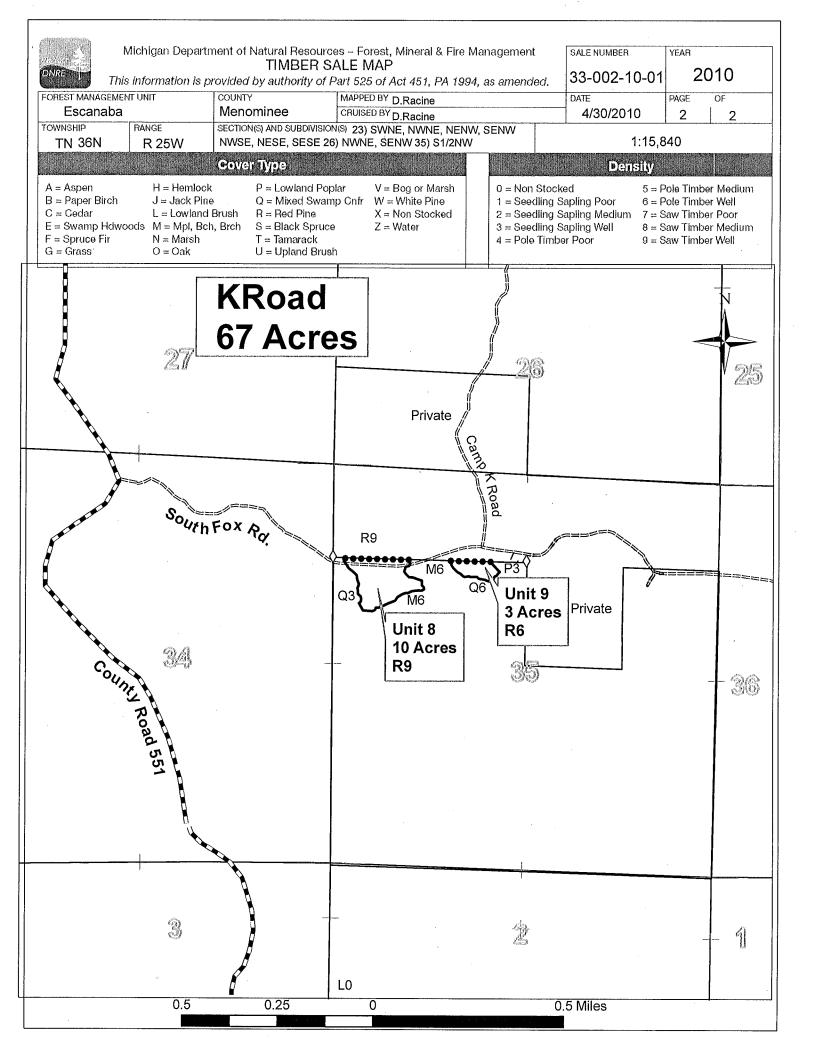
BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,500.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 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				06%		
	2				07%		
	3				02%		
	4				04%		
	5				07%		
	6				26%		
	7				10%		
	8				32%		
	9				06%		

- 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.





Sale Specific Conditions & Requirements

Sale Name: Kroad Sale Number: 33-002-10-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is 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

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

Within Payment Unit(s) 1 and 3, cut all Black Spruce 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.

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

Within Payment Unit(s) 4 and 9, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.7 - Leave tree marked unit(s) (10/09)

Within Payment Unit(s) 2,5,6,7, and 8, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except those trees marked with green paint above and below stump height and those trees specified by payment units below.

Unit 2- Only White Spruce trees are designated for cutting.

Unit 5- Do not cut any Cedar and Hemlock.

Unit 6- Do not cut any Pine, Cedar, and Hemlock.

Unit 7 and 8- Do not cut any Hemlock.

4 - Transportation

4.1 - Construction

Sale Name: Kroad Sale Number: 33-002-10-01

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. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.4 - Access

4.4.1 - Private property access (12/08)

Permission for access across private land is the responsibility of the purchaser.

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. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (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

Sale Name: Kroad Sale Number: 33-002-10-01

paint line.

5.2.1.2 - Slash Removal

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

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1 and 3, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 12/01 to 03/15 or when the ground is frozen. This restriction is because of low wet ground within these units.

5.2.3.2 - Operating restrictions (12/08)

Within Payment Unit(s) 2 and 8, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 12/01 to 03/15 or when the ground is frozen. This restriction is because it is intended to provide for soil scarification by harvesting.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 4 and 9, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on the Camp K Road and South Fox Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

NEWBORN FAWN HARDWOODS (003-10-01)

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	7.00 MBF	\$ 441.00/MBF	
PULPWOOD			
MIX HARDWD	305.00 CORDS	\$ 23.50/CORD	

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED MAPLE	2.90 MBF	\$ 104.00/MBF
YEL. BIRCH	1.00 MBF	\$ 104.00/MBF
PULPWOOD		
Q. ASPEN	4.00 CORDS	\$ 25.35/CORD
MIX SOFTWD	1.00 CORDS	\$ 20.40/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 13.02 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.
- 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 UN	IIT NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
1				32%		
2				54%		
3				14%		

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

DNRE	Ţ	iral Resources – Forest, Mineral & TMBER SALE MAP		SALE NUMBER	YEAR
This inform	ation is provided by ε county	nuthority of Part 525 of Act 451, F	PA 1994, as amended.	33-003-10-01	2010
Escanaba Managem	ent Unit Delta	MAPPED BY McNamee	e, Racine e, Racine	DATE 6/15/2010	PAGE OF 1 1
TOWNSHIP RANGE RANGE R2		ND SUBDIVISION(S) 4 = SENW, S1/2NE, NWSE		1:15,8	340
	Cover Ty	The first territory with a first section of the fir		Density	
B = Paper Birch J = C = Cedar L = E = Swamp Hdwoods M F = Spruce Fir N =	: Jack Pine Q = : Lowland Brush R = = Mpl, Bch, Brch S = : Marsh T =	Lowland Poplar V = Bog or Ma Mixed Swamp Cnfr Red Pine X = Non Stock Black Spruce Z = Water Tamarack Upland Brush	e 1 = Seedling S 2 = Seedling S 3 = Seedling S 4 = Pole Timbe	ed 5 = P apling Poor 6 = P apling Medium 7 = S apling Well 8 = S	ole Timber Medium ole Timber Well aw Timber Poor aw Timber Medium aw Timber Well
	wn Hardwoods Acres	County Road 201	Wes	v Branch Whitefish Rive	N N
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			1		
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	0.2	-0 1/1100			

Sale Specific Conditions & Requirements

Sale Name: Newborn Fawn Hardwoods Sale Number: 33-003-10-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

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

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 6 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 unless approved by the Unit Manager or his/her representative.

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 25% 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 per acre for all acreage within that specified portion of the sale area that was damaged.

4 - Transportation

Sale Name: Newborn Fawn Hardwoods Sale Number: 33-003-10-01

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 dispersed throughout the sale.

4.1.5 - Culverts (1/09)

Roads may require the installation of culverts at cross drainages on wet soils, or across natural drainage-ways. Culverts shall be placed in locations specified by the sale administrator and shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. Culverts shall be installed prior to use of the road. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

4.1.6 - Road construction (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 5 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. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Stumps and brush must be placed along the remaining 50 feet of the trail beyond the berm. 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 the restriction may occur during wet weather conditions.

4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

5 - Operations

5.1 - Notification

Sale Name: Newborn Fawn Hardwoods Sale Number: 33-003-10-01

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 5 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.

5.2.1.2 - Slash Removal

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

All slash must be removed at least 5 feet from the cleared right-of-way of forest roads.

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

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

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: Newborn Fawn Hardwoods Sale Number: 33-003-10-01

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.

LOST MACHETE (028-10-01)

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		
WHITE PINE	66.20 MBF	\$ 75.00/MBF
RED PINE	107.50 MBF	\$ 140.00/MBF
PULPWOOD		
WHITE PINE	280.00 CORDS	\$ 24.00/CORD
RED PINE	377.00 CORDS	\$ 29.10/CORD
MIX SOFTWD	183.00 CORDS	\$ 22.60/CORD

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

SPECIES	ESTIMATED VOLUME*	API	PRAISED PRICE
PULPWOOD			
Q. ASPEN	34.00 CORDS	\$	26.60/CORD
MIX HARDWD	23.00 CORDS	\$	25.05/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 13.69 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 \$2,200.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT	UNIT	NUMBER	PERCENT	of	TOTAL	SALE	VALUE
	1				14%		
	2				22%		
	3				22%		
	4				17%		
	5				25%		

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

DNR DNR

Escanaba

Township

Forest Management Unit

Range

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

County

Menominee

Section(s) and Subdivision(s)

TIMBER SALE MAP

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

Salter

Salter,

Mapped By

Cruised By

Sale Number Year 33-028-10-01 2010

 Date
 Page of

 4/29/2010
 1
 1

Scale: |...4 INCHES......| = 1 mile

34-SESE, NESE 35-NWSW, SWSW, SESW, SWSE 37N 25W **Cover Type** Density A = Aspen G = Grass O = Oak U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium H = Hemlock P = Lowland Poplar V = Bog or Marsh 6 = Pole Timber Well C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 7 = Saw Timber Poor D = Treed Bog L = Lowland Brush R = Red Pine X = Non Stocked 3 = Seedling Sapling Well 8 = Saw Timber Medium E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir N = Marsh T = Tamarack **Lost Machete 76.3** acres BIG CEDAR RIVER YELLOW PAINT ALONG ROAD COUNTY ROAD 7 MILE MARSH ROAD LAT 45.549638 LONG. 87.353636 N. BRANCH NORTH FOX ROAD BLUE PAINT LINE RED PAINT LINE YELLOW PAINT LINE REGISTERED CORNER POOR DIRT ROAD

Sale Specific Conditions & Requirements

Sale Name: Lost Machete Sale Number: 33-028-10-01

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, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid for.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 5, cut all trees that are three (3) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability; Except do not cut trees marked with green paint. Also, within unit 5 do not cut hemlock.

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

Within Payment Unit(s) 2, 3, and 4, all pine trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also, cut all other species that are greater than three (3) inches in diameter within all of the units.

2.2 - Utilization

2.2.4 - Skidding length (2/09)

Skidding of lengths over 17 feet is not permissible within units 2, 3, and 4, unless approved by the Unit Manager or his/her representative.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) over \$12,000 in value may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.2 - Maintenance

Sale Name: Lost Machete Sale Number: 33-028-10-01

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 other wet weather conditions.

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The closest state gravel pit is about 8 miles away.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.2 - Slash Removal

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

All slash must be removed at least 20 feet from the cleared right-of-way of the Seven Mile Marsh Road.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, unless changed by written agreement, cutting and skidding are limited to the period of December 1st to March 31st, unless there is a dry summer and the sale administrator allows cutting during this period of time. This restriction is because of low wet ground throughout most of the unit.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 2, 3, and 4, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15th to July 15th. This restriction is because of bark slippage.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (12/04)

It is recommended, but not required, that within Payment Unit(s) 4, cutting and skidding occur during a dry summer or frozen winter conditions. This restriction is because of low wet ground through about half of the unit.

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.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the Seven Mile Marsh Road without permission from the Menominee County Road Commission.

Sale Name: Lost Machete Sale Number: 33-028-10-01

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.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on the Seven Mile Marsh Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

KROAD (002-10-01)

T36N, R25W, SEC. 23, SWNE, NWNE, NENW, SENW, NWSE, NESE.

T36N, R25W, SEC. 23, SESE.

T36N, R25W, SEC. 26, NWNE, SENW.

T36N, R25W, SEC. 35, S1/2NW.

MENOMINEE County

In response to the notice of sale to be held 4:00 p.m on December 9, 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	\$ 195.00/MBF	\$X	29.50 MBF	= \$
MIX HARDWD	\$ 135.00/MBF	\$X	11.00 MBF	= \$
PULPWOOD				
B. POPLAR	\$ 22.15/CORD	\$X	117.00 CORDS	= \$
W. SPRUCE	\$ 24.60/CORD	\$X	72.00 CORDS	= \$
B. SPRUCE	\$ 25.20/CORD	\$X	114.00 CORDS	= \$
RED PINE	\$ 39.45/CORD	\$ X	102.00 CORDS	= \$
MIX SOFTWD	\$ 24.35/CORD	\$ X	68.00 CORDS	= \$
MIX HARDWD	\$ 25.60/CORD	\$ X	172.00 CORDS	= \$

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

SPECIES	APPR	AISED PRICE	ESTIMATED	VOLUME*		3	VALUE
SAWLOGS							
SUG. MAPLE	\$	472.00/MBF	.10	MBF	=	\$	47.20
RED MAPLE	\$	133.00/MBF	.90	MBF	=	\$	119.70
P. BIRCH	\$	220.00/MBF	1.80	MBF	=	\$	396.00
WHITE PINE	\$	65.00/MBF	11.70	MBF	=	\$	760.50
PULPWOOD							
P. BIRCH	\$	23.65/CORD	41.00	CORDS	=	\$	969.65
Q. ASPEN	\$	28.30/CORD	37.00	CORDS	=	\$	1,047.10
N.W. CEDAR	\$	26.10/CORD	20.00	CORDS	=	\$	522.00
WHITE PINE	\$	21.50/CORD	61.00	CORDS	=	\$	1,311.50
			gı	UBTOTAL 2		\$_	5,173.65

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$

*These volumes are statistically estimated within plus (+) or minus (-) 13.76%. 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	
	OMDIETE THE FORM ON THE REVERSE SIDE



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.

	Part 525 of Act 451 of 1994,	as amended.			
	VERIFICATION OF WO	RKER'S DISABI	LITY COMPENSATION ACT COMPLIAN	CE	
•	This verification must be completed and sale contract.	submitted within	21 days of contract award and prior to the i	ssuance of the timber	
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 2 days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed	except for written	signatures.		
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you must A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	check <u>one</u> of the	boxes below):		
2.	You must check <u>one</u> of the boxes below				
	A. \(\subseteq\) I certify that my business is a sole part Worker's Compensation Laws.	proprietorship and	t has no employees but the sole proprietor. I	am not subject to the	
	Notice of Exclusion (BWC-337, Revaward. (For questions or a copy of the second	r, 5/96). I will prov he BWC-337, plea	o the Worker's Compensation Act through the ide a copy of the Notice of Exclusion within 2 se call the Worker's Compensation Bureau at the Policy. I will provide an original Certificate of	1 days of the contract 517-322-1195).	
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members	ou must indicate and active partne	the number of both full-time and part-timeers (if none, you must enter "0").	employees, other	
	Full-time Er	nployees	Part-time	e Employees	
Nam	e of Business		Federal ID (or) Social Security No.		
Addr	ess		Telephone ()		
City		State	ZIP		
	reby certify that the above information is ur in factors affecting my coverage during		I agree to notify the Michigan DNRE of an nt and future operations.	y changes that	
s	ignature of Owner or Authorized Representative				

Date

NEWBORN FAWN HARDWOODS (003-10-01) T43N, R22W, SEC. 04, SENW, S1/2NE, NWSE. DELTA COUNTY

In response to the notice of sale to be held 4:00 p.m. on December 9, 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 b	id forms ma	y be rejected.					
SPECIES	AP	PRAISED PRICE	BID PRICE	ESTIMATE	D VOLUM	E* = VALU	Œ
SAWLOGS							
SUG. MAPLE	\$	441.00/MBF	\$X	7.00	MBF	= \$	
PULPWOOD		00 50/5000	4 7	205 00	2022	4	
MIX HARDWD	\$	23.50/CORD	\$X	305.00	CORDS	= \$	
				SUBTOTAL	1 \$.
In addition, the appraised price:	successful	bidder agrees	to purchase the	following	specie	s at the	
SPECIES	APPR	AISED PRICE	ESTIMATED	VOLUME*	VA	LUE	
SAWLOGS							
RED MAPLE	\$	104.00/MBF	2.90	MBF	= \$	301.60	
YEL. BIRCH	\$	104.00/MBF	1.00	MBF	= \$	104.00	
PULPWOOD							
Q. ASPEN	\$	25.35/CORD		CORDS	= \$	101.40	
MIX SOFTWD	\$	20.40/CORD	1.00	CORDS	= \$	20.40	
			s	UBTOTAL 2	\$	527.40	
	s	UBTOTAL 1 +	SUBTOTAL 2 =	TOTAL BID	VALUE \$		
*These volumes ar estimated volumes to examine this t	are final	and not subje	ct to adjustment	. Prospec	tive bi	dders are	ese urged
I understand that will be the basis must be bid or th awarding a contra contract based up	to determ ne bid form act will be	ine total bid may be reject based upon my	value. All bids ed. I also under past performanc	must be s stand that e and abil	igned a consid	nd all bi eration a	d items
(bidder	's printed	name)	(bidder's s	ignature)		_	
Address/Teleph	one						

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 DISABILITY COMPENSATION ACT COMPLIANCE	
•	 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of sale contract. 	the timber
•	 In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted days of the contract award and prior to the issuance of the timber sale contract. 	d within 21
•	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 subworker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-11. C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance days of the contract award. 	n approved ne contract 95).
3.	 If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employee than yourself, including family members and active partners (if none, you must enter "0"). 	s, other
	Full-time Employees Part-time Employee	s
lam	lame of Business Federal ID (or) Social Security No.	
ddr	ddress Telephone ()	
ity	ity State ZIP	
CC	hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative	that
T	Title Date	

LOST MACHETE (028-10-01) T37N, R25W, SEC. 34, SESE, NESE.

T37N, R25W, SEC. 35, NWSW, SWSW, SESW, SWSE.
MENOMINEE COUNTY

In response to the notice of sale to be held 4:00 p.m. on December 9, 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* = V	ALUE
SAWLOGS				
WHITE PINE	\$ 75.00/MBF	\$X	66.20 MBF = \$	
RED PINE	\$ 140.00/MBF	\$X	107.50 MBF = \$	
PULPWOOD		,		
WHITE PINE	\$ 24.00/CORD	\$ X	280.00 CORDS = \$	
RED PINE	\$ 29.10/CORD	\$ X	377.00 CORDS = \$	
MIX SOFTWD	\$ 22.60/CORD	\$X	183.00 CORDS = \$	
			SUBTOTAL 1 \$	

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

SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED VOLUME*	ALUE
Q. ASPEN	\$ 26.60/CORD	34.00 CORDS = \$	904.40
MIX HARDWD	\$ 25.05/CORD	23.00 CORDS = \$	576.15
		SUBTOTAL 2 \$_	1,480.55
	SUBTOTAL 1 + SUBTO	TAL 2 = TOTAL BID VALUE	\$

*These volumes are statistically estimated within plus (+) or minus (-) 13.69%. 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)	
Fore	st 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	s amended.				
VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE						
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Please Check Appropriate Categories:						
1.	 My business is organized as (you must check one of the boxes below): A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation 					
2.	 You must check one of the boxes below: A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 					
3.	If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").					
	Full-time Emp	ployees	Part-time Employees			
ame of Business			Federal ID (or) Social Security No.			
ddress			Telephone ()			
ity	, [5	State	ZIP			
hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that ccur in factors affecting my coverage during any of my present and future operations.						
Signature of Owner or Authorized Representative						
7	Title					