



DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT  
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

SALE TIME, DATE AND LOCATION  
3:00 p.m. on October 14, 2010  
**NEWBERRY**

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

HILLTOP HARDWOODS / T49N, R12W, SEC. 13, NWSW, SWNW.

T49N, R12W, SEC. 14, SE1/4, S1/2SW1/4.

LUCE COUNTY (Appr. \$14,995.60)

SALE ACRES: 51

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.

BOOTY BIRCH REVISIT / T49N, R12W, SEC. 12, W1/2SE1/4, SWNE.

T49N, R12W, SEC. 13, NE1/4, W1/2NW1/4, NESW, NESE.

T49N, R12W, SEC. 18, NWSW.

LUCE COUNTY (Appr. \$18,626.85)

SALE ACRES: 84

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

Access may be through state forest land.

COMPARTMENT 6 MIX / T49N, R12W, SEC. 13, SW1/4, NWSE.

LUCE COUNTY (Appr. \$17,395.25)

SALE ACRES: 78

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

Access may be through state forest land.

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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. Bid Location, Date, and Time: Bids must be received by the Unit Manager, Newberry Management Unit, Box 428, Newberry, MI 49868, no later than 3:00 p.m. on October 14, 2010. For further information concerning this sale, contact the Unit Manager at 906-293-3293.
2. Bidder's Qualifications: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
3. Preparation of Sealed Bids: Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
5. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
7. Down Payment: The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
8. Performance Security: As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
9. Timber Sale Contract: Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at [www.michigan.gov/dnr](http://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

HILLTOP HARDWOODS (009-10-01)

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

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
SUG. MAPLE	31.30 MBF	\$ 310.00/MBF
PULPWOOD		
MIX HARDWD	236.00 CORDS	\$ 16.60/CORD

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

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
RED MAPLE	9.00 MBF	\$ 83.00/MBF
PULPWOOD		
BEECH	42.00 CORDS	\$ 12.20/CORD
BALSAM FIR	8.00 CORDS	\$ 14.45/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 19.5 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 \$750.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on December 31, 2013.



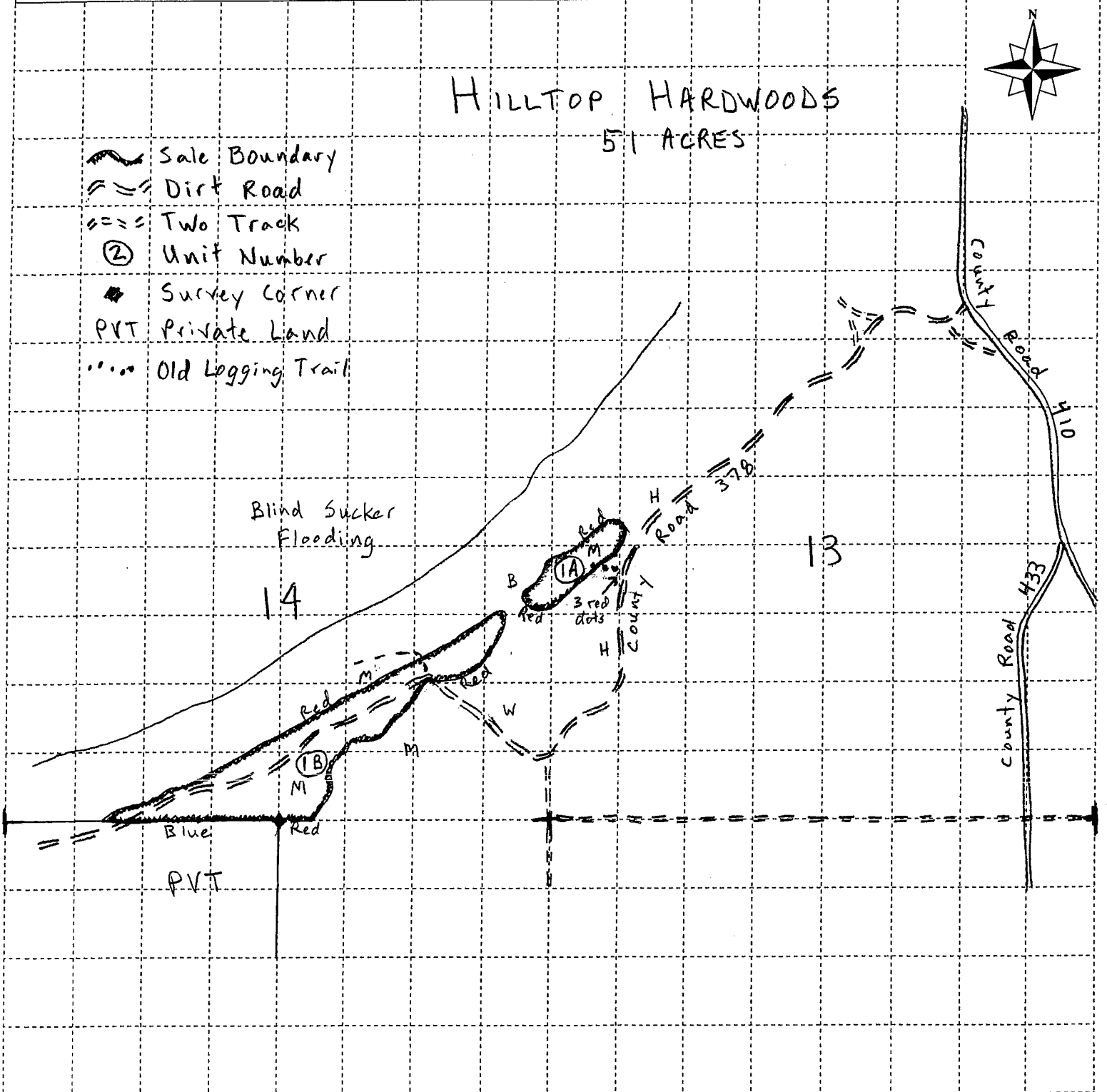
### TIMBER SALE MAP

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

Sale Number	Year
42-009	10

Forest Management Unit Newberry	County Luce	Mapped By Magnusson	Date 4/9/10	Page 1	of 1
Township 49N	Range 12W	Section(s) and Subdivision(s) 13-NWSW, SWNW 14-SE <sup>1</sup> / <sub>4</sub> , S <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>4</sub>	Scale: [..4 inches..] = 1 mile		
Cruised By Magnusson / Travis					

Cover Type				Density	
A = Aspen	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	R = Red Pine	X = Non Stocked	2 = Seedling Sapling Medium	7 = Saw Timber Poor
E = Swamp Hdwoods	M = Mpl, Bch, Brch	S = Black Spruce	Z = Water	3 = Seedling Sapling Well	8 = Saw Timber Medium
F = Spruce Fir	N = Marsh	T = Tamarack		4 = Pole Timber Poor	9 = Saw Timber Well
G = Grass	O = Oak	U = Upland Brush			



## Sale Specific Conditions & Requirements

**Sale Name: Hilltop Hardwoods    Sale Number: 42-009-10-01**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red and blue paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1A, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

##### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 1B, all mixed hardwood (red/sugar maple and beech) trees greater than 8" DSH (diameter stump height) are designated for cutting which meet minimum piece specifications in 2.2 Utilization. In addition cut all merchantable balsam fir. DO NOT CUT any yellow birch, white pine, hemlock or trees marked with green paint.

##### 2.1.11 - Description of timber note (2/04)

Note that the quality of much of the hardwood timber in this sale is not very good. Some areas of sale (south of County Road 375) contain areas of heavy maple regeneration that is sapling sized. While cutting the designated timber, protect the regeneration as much as possible by picking skid/cutting lanes and keeping logging equipment in those lanes.

### 3 - Payments

#### 3.3 - Pre-measured Sales

##### 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1B may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

### 4 - Transportation

#### 4.1 - Construction

**4.1.6 - Road construction (1/09)**

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

**5 - Operations**

**5.1 - Notification**

**5.1.1 - Pre-sale conference (12/08)**

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to discuss cutting specs.

**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 may exceed 36 inches in height.

**5.2.2 - Hazard Trees/Snags**

**5.2.2.1 - Den trees (2/04)**

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

**5.2.3 - Operating Restrictions**

**5.2.3.9 - Beech hauling restriction (8/09)**



**Sale Name: Hilltop Hardwoods    Sale Number: 42-009-10-01**

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

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of County Road 378.

**5.8 - Protection of Endangered Species**

5.8.5 - Protection of raptor nests (4/09)

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

**6 - Safety and Fire Prevention**

**6.2 - Signing**

6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on County Road 378 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.

**7 - Other Conditions**

**7.5 - Loss**

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from beech bark disease and the beech trees in the sale area are dying out. Some beech in the sale have been cruised and it accounts for some of the volume in the sale. 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.



BOOTY BIRCH REVISIT (010-10-01)

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

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
RED PINE	51.80 MBF	\$ 107.00/MBF
PULPWOOD		
RED MAPLE	224.00 CORDS	\$ 13.40/CORD
P. BIRCH	205.00 CORDS	\$ 12.65/CORD
BALSAM FIR	126.00 CORDS	\$ 15.55/CORD
RED PINE	127.00 CORDS	\$ 27.80/CORD
MIX SOFTWD	112.00 CORDS	\$ 12.60/CORD

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

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
RED MAPLE	1.10 MBF	\$ 84.00/MBF
PULPWOOD		
BEECH	57.00 CORDS	\$ 8.70/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 19.11 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

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

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	10%
2	25%
3	15%
4	20%
5	30%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on December 31, 2013.



### TIMBER SALE MAP

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

Sale Number	Year
42-010	10

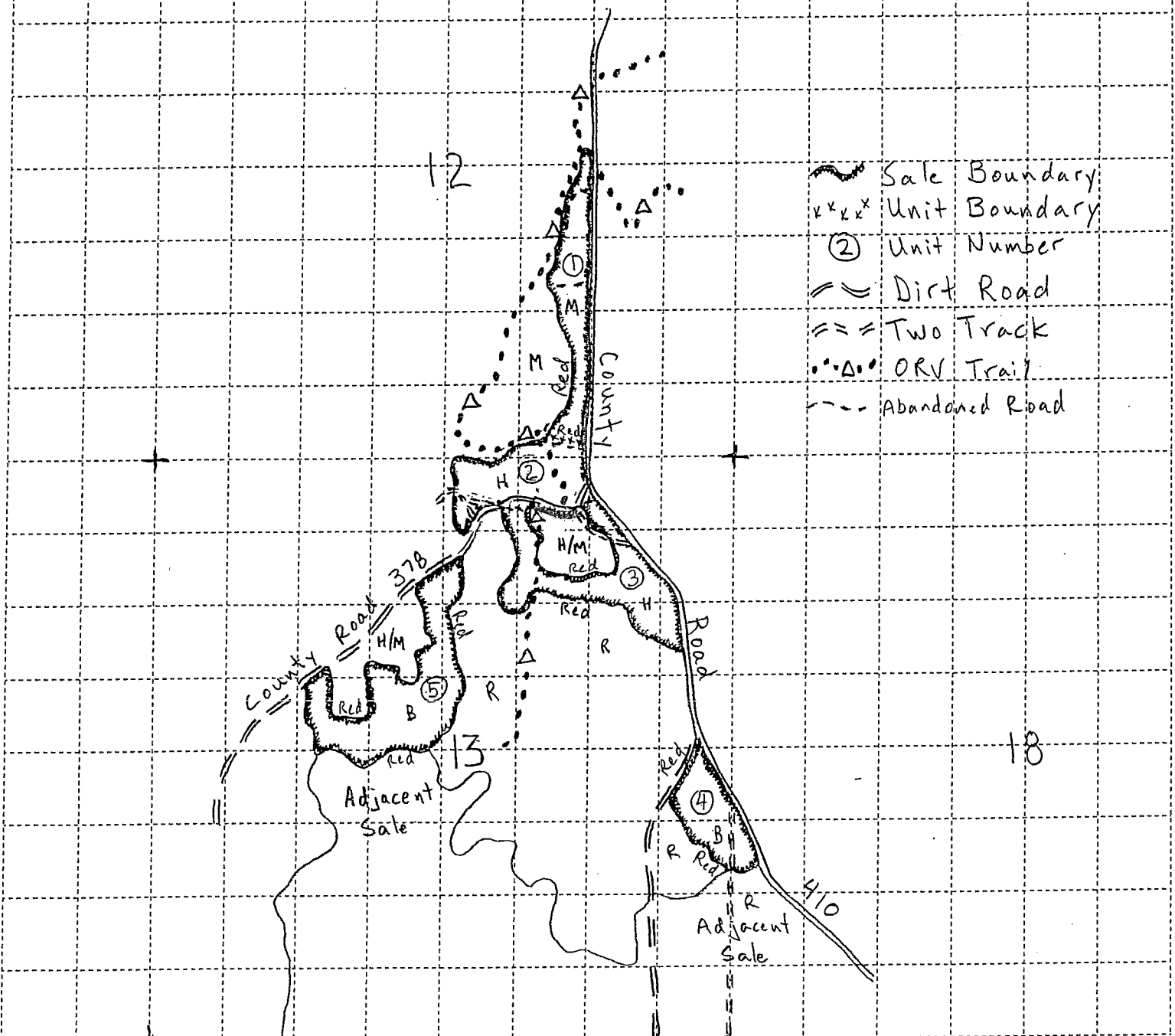
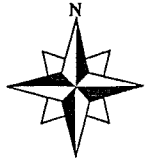
Forest Management Unit Newberry	County Luce	Mapped By Magnusson	Date 5/4/10	Page of 1   1
Township 49N	Range 12W	Section(s) and Subdivision(s) 12-W 1/2 SE 1/4, SWNE 18-NWSW	Cruised By Magnusson	
			Scale: [1/4 inches.....] = 1 mile	

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

Density	
0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

# BOOTY BIRCH REVISIT

84 ACRES



- ~ Sale Boundary
- x x x x Unit Boundary
- ② Unit Number
- == Dirt Road
- == Two Track
- ORV Trail
- - - Abandoned Road

## Sale Specific Conditions & Requirements

**Sale Name: Booty Birch Revisit    Sale Number: 42-010-10-01**

### 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 and existing roads (see Timber Sale Map). Exterior sale boundary lines against state land are marked with red paint and/or use existing roads to serve as the timber sale boundary. Interior Payment Unit boundaries are marked with a double slash of red paint and/or use existing roads (see Timber Sale Map).

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 - 5, cut all red maple, beech, paper birch, balsam fir, red pine and mixed softwood (spruce and jack pine) trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any white pine, hemlock, yellow birch, oak or trees marked with green paint, these are designated as leave trees.

### 3 - Payments

#### 3.3 - Pre-measured Sales

##### 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 5 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

### 4 - Transportation

#### 4.1 - Construction

##### 4.1.6 - Road construction (1/09)

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.

**Sale Name: Booty Birch Revisit    Sale Number: 42-010-10-01**

4.1.7 - Road closure (4/07)

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

**5 - Operations**

**5.1 - Notification**

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to discuss cutting specs.

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**

**5.2.1.2 - Slash Removal**

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

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

5.2.1.8 - Slash height (12/08)

No slash may exceed 36 inches in height.

**5.2.2 - Hazard Trees/Snags**

5.2.2.1 - Den trees (2/04)

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

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of County Roads 410 and 378 without permission of the Unit Manager and/or their representative. In addition permission would need to be granted from the Luce County Road Commission.

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

The ORV trail or route and is shown on the Timber Sale Map. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline.

**5.8 - Protection of Endangered Species**

**Sale Name: Booty Birch Revisit    Sale Number: 42-010-10-01**

5.8.5 - Protection of raptor nests (4/09)

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

**6 - Safety and Fire Prevention**

**6.2 - Signing**

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the ORV trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed.

**7 - Other Conditions**

**7.5 - Loss**

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from beech bark disease the beech trees in the sale area are dying out. Some beech in the sale have been cruised and it accounts for some of the volume in the sale. 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.





COMPARTMENT 6 MIX (011-10-01)

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

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
WHITE PINE	44.60 MBF	\$ 45.00/MBF
RED PINE	23.60 MBF	\$ 106.00/MBF
PULPWOOD		
RED MAPLE	202.00 CORDS	\$ 11.00/CORD
P. BIRCH	137.00 CORDS	\$ 10.40/CORD
B. SPRUCE	94.00 CORDS	\$ 12.60/CORD
WHITE PINE	296.00 CORDS	\$ 14.00/CORD
RED PINE	104.00 CORDS	\$ 23.05/CORD

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

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
BEECH	50.00 CORDS	\$ 7.10/CORD
BALSAM FIR	37.00 CORDS	\$ 12.65/CORD
JACK PINE	32.00 CORDS	\$ 21.60/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 14.91 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

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

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	40%
2	60%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on December 31, 2013.



### TIMBER SALE MAP

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

Sale Number	Year
42-011	10

Forest Management Unit Newberry	County Luce	Mapped By Magnusson	Date 5/3/10	Page 1	of 1
Township 49N	Range 12 W	Section(s) and Subdivision(s) 13 - SW 1/4, NWSE	Scale: [1/4 inch] = 1 mile		
Cruised By Magnusson					

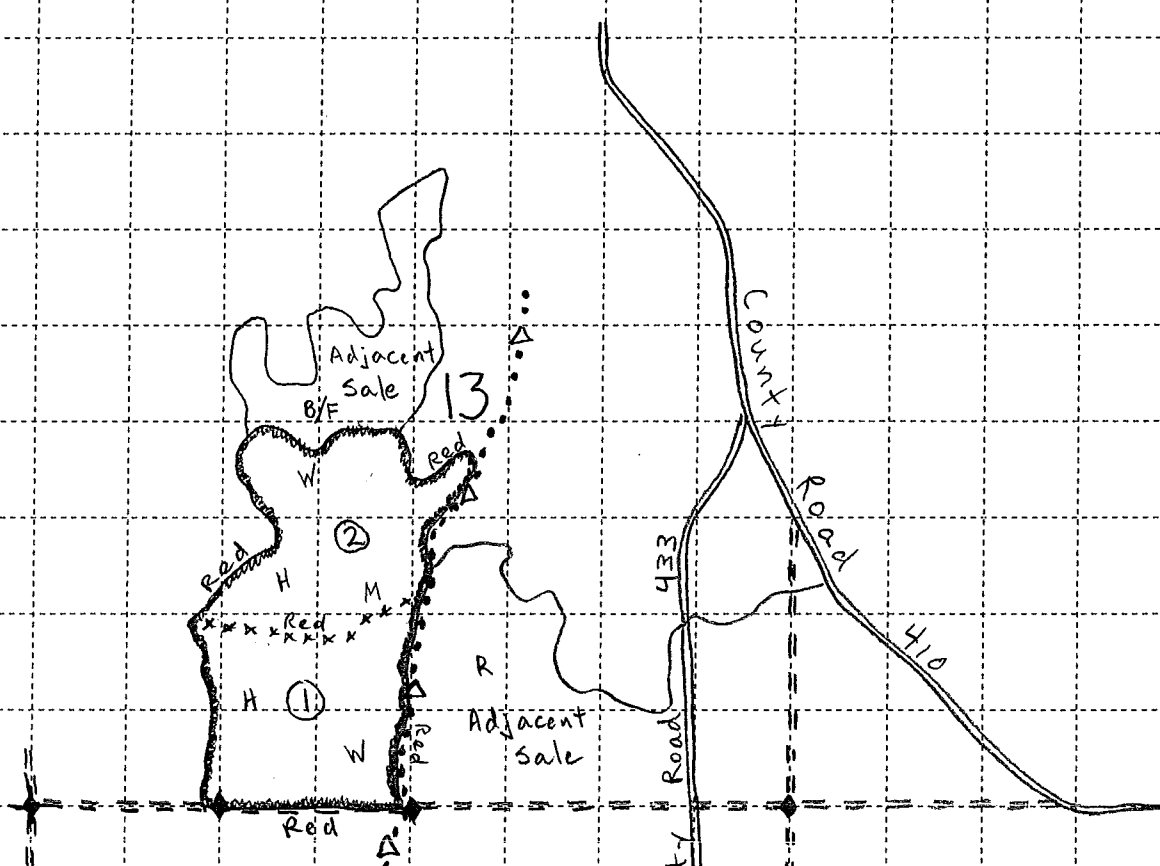
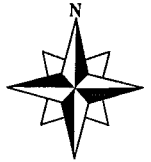
#### Cover Type

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

#### Density

0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

COMPARTMENT 6 MIX  
78 ACRES



- Sale Area
- Unit Boundary (Double Red Line)
- Unit Number
- Woods Road
- ORV Trail
- Survey Corner

## Sale Specific Conditions & Requirements

Sale Name: Compartment 6 Mix    Sale Number: 42-011-10-01

### 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. Interior Payment Unit boundaries are marked with a double slash of red paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all red maple, beech, paper birch, spruce, balsam and jack pine trees which meet minimum piece specifications in 2.2 Utilization. In addition, cut all white pine and red pine that are less than 21 inches DSH (diameter stump height) or are marked with orange paint above and below stump height. Orange marked trees are only in Unit 1. DO NOT cut any hemlock, yellow birch, black cherry or oak. In addition, do not cut any red and white pine larger than 18" DBH unless marked with orange paint(See spec 2.1.3).

### 3 - Payments

#### 3.3 - Pre-measured Sales

##### 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1 and 2 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

### 4 - Transportation

#### 4.1 - Construction

##### 4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (4/07)

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

**5 - Operations**

**5.1 - Notification**

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to discuss cutting specs.

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**

**5.2.1.2 - 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.

5.2.1.8 - Slash height (12/08)

No slash may exceed 36 inches in height.

**5.2.2 - Hazard Trees/Snags**

5.2.2.1 - Den trees (2/04)

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

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

There is an ORV trail on the east side of the sale (see timber sale map). Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline.

**5.8 - Protection of Endangered Species**

5.8.5 - Protection of raptor nests (4/09)

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

**6 - Safety and Fire Prevention**

**6.2 - Signing**

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the ORV Trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed.

**7 - Other Conditions**

**7.5 - Loss**

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from beech bark disease and the beech trees in the sale are dying out. Some of the beech in the sale have been cruised and it accounts for some of the volume in the sale. 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.



HILLTOP HARDWOODS (009-10-01)  
T49N, R12W, SEC. 13, NWSW, SWNW.  
T49N, R12W, SEC. 14, SE1/4, S1/2SW1/4.  
LUCE COUNTY

In response to the notice of sale to be held 3:00 p.m. on October 14, 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.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
SAWLOGS				
SUG. MAPLE	\$ 310.00/MBF	\$ _____ X	31.30 MBF	= \$ _____
PULPWOOD				
MIX HARDWD	\$ 16.60/CORD	\$ _____ X	236.00 CORDS	= \$ _____
			SUBTOTAL 1	\$ _____

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

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
SAWLOGS			
RED MAPLE	\$ 83.00/MBF	9.00 MBF	= \$ 747.00
PULPWOOD			
BEECH	\$ 12.20/CORD	42.00 CORDS	= \$ 512.40
BALSAM FIR	\$ 14.45/CORD	8.00 CORDS	= \$ 115.60
			SUBTOTAL 2   \$ <u>1,375.00</u>

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

\*These volumes are statistically estimated within plus (+) or minus (-) 19.5%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and manpower subject to my control.

\_\_\_\_\_  
(bidder's printed name)

\_\_\_\_\_  
(bidder's signature)

Address/Telephone \_\_\_\_\_

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



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

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

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

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

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

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. (       )	
City	State	Zip + 4	

I hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



BOOTY BIRCH REVISIT (010-10-01)  
 T49N, R12W, SEC. 12, W1/2SE1/4, SWNE.  
 T49N, R12W, SEC. 13, NE1/4, W1/2NW1/4, NESW, NESE.  
 T49N, R12W, SEC. 18, NWSW.  
 LUCE COUNTY

In response to the notice of sale to be held 3:00 p.m. on October 14, 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.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
SAWLOGS				
RED PINE	\$ 107.00/MBF	\$ _____ X	51.80 MBF	= \$ _____
PULPWOOD				
RED MAPLE	\$ 13.40/CORD	\$ _____ X	224.00 CORDS	= \$ _____
P. BIRCH	\$ 12.65/CORD	\$ _____ X	205.00 CORDS	= \$ _____
BALSAM FIR	\$ 15.55/CORD	\$ _____ X	126.00 CORDS	= \$ _____
RED PINE	\$ 27.80/CORD	\$ _____ X	127.00 CORDS	= \$ _____
MIX SOFTWD	\$ 12.60/CORD	\$ _____ X	112.00 CORDS	= \$ _____
			SUBTOTAL 1	\$ _____

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

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
SAWLOGS			
RED MAPLE	\$ 84.00/MBF	1.10 MBF	= \$ 92.40
PULPWOOD			
BEECH	\$ 8.70/CORD	57.00 CORDS	= \$ 495.90
			SUBTOTAL 2 \$ 588.30
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE			\$ _____

\*These volumes are statistically estimated within plus (+) or minus (-) 19.11%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and manpower subject to my control.

\_\_\_\_\_  
 (bidder's printed name)

\_\_\_\_\_  
 (bidder's signature)

Address/Telephone \_\_\_\_\_

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



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

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

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

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

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
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  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. (       )	
City	State	Zip + 4	

I hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

COMPARTMENT 6 MIX (011-10-01)  
 T49N, R12W, SEC. 13, SW1/4, NWSE.  
 LUCE COUNTY

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<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
<u>SAWLOGS</u>				
WHITE PINE	\$ 45.00/MBF	\$ _____ X	44.60 MBF	= \$ _____
RED PINE	\$ 106.00/MBF	\$ _____ X	23.60 MBF	= \$ _____
<u>PULPWOOD</u>				
RED MAPLE	\$ 11.00/CORD	\$ _____ X	202.00 CORDS	= \$ _____
P. BIRCH	\$ 10.40/CORD	\$ _____ X	137.00 CORDS	= \$ _____
B. SPRUCE	\$ 12.60/CORD	\$ _____ X	94.00 CORDS	= \$ _____
WHITE PINE	\$ 14.00/CORD	\$ _____ X	296.00 CORDS	= \$ _____
RED PINE	\$ 23.05/CORD	\$ _____ X	104.00 CORDS	= \$ _____
SUBTOTAL 1				\$ _____

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

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
<u>PULPWOOD</u>			
BEECH	\$ 7.10/CORD	50.00 CORDS	= \$ 355.00
BALSAM FIR	\$ 12.65/CORD	37.00 CORDS	= \$ 468.05
JACK PINE	\$ 21.60/CORD	32.00 CORDS	= \$ 691.20
SUBTOTAL 2			\$ <u>1,514.25</u>
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____			

\*These volumes are statistically estimated within plus (+) or minus (-) 14.91%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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 (bidder's printed name)

\_\_\_\_\_  
 (bidder's signature)

Address/Telephone \_\_\_\_\_

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

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

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

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

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  - Corporation
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\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. (       )	
City	State	Zip + 4	

I hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.

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Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date