

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #4823

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on January 24, 2013. LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 STATE HWY M-123, NEWBERRY, MI 49868.

PROSPECTUS NOTE: One Shot Gun Range Sale (#42-042-12-010) requires Scotch Pine chipping

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

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

<u>SPLIT IT NOW PINE</u> (42-004-12-01) / T49N, R10W, SEC. 07, SWSW. T49N, R10W, SEC. 18, NW 1/4, N 1/2 SW 1/4, NWNE.

Luce County, Advertised Price \$146,533.90, 125.0 Acres

SALE NOTE: 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 private or other public land.

ONE SHOT GUN RANGE (42-042-12-01) / T49N, R06W, SEC. 20, NE 1/4, NENW, SENW.. Chippewa County, Advertised Price \$9,272.60, 37.0 Acres

SALE NOTE: Requires Scotch Pine Chipping.

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.

<u>JUST WEST OF PARADISE</u> (42-056-12-01) / T49N, R06W, SEC. 21, NENW, SENW, SENE, NENE. T49N, R06W, SEC. 22, SWNW, NWSW.

Chippewa County, Advertised Price \$34,340.50, 52.0 Acres

SALE NOTE: 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.

BID INSTRUCTIONS (VER. 10/18/2012):

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO BOX 428 5666 STATE HWY M-123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on January 24, 2013. For further information concerning this sale, contact Keith Magnusson at 906-293-3293 extension 4740.

2. Bidder's Qualifications (2/12)

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/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

3. Preparation of Sealed Bids (1/11)

Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

4. Submission of Sealed Bids (6/11)

Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

5. Public Opening of Sealed Bids (1/11)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

9. Timber Sale Contract (10/12)

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/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove

the included timber by the termination date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection (1/11)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

11. Certification and Chain-of-Custody (10/11)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC Pure 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.

KEITH CREAGH
Director

TIMBER SALE INFORMATION

SPLIT IT NOW PINE (42-004-12-01)

T49N, R10W, SEC. 07; T49N, R10W, SEC. 18. Luce County (Advertised Price \$146,533.90)

SALE NOTE: 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 private or other public land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Sawlogs			
Red Pine	489.80 MBF	\$	185.00 / MBF
White Pine	166.00 MBF	\$	75.00 / MBF
Pulpwood			
Red Pine	608.00 Cords	\$	49.80 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$13,192.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Black Spruce	5.00 Cords	\$	15.90 / Cord
Jack Pine	66.00 Cords	\$	50.50 / Cord
Paper Birch	69.00 Cords	\$	26.80 / Cord
Q. Aspen	67.00 Cords	\$	34.80 / Cord
Red Maple	8.00 Cords	\$	21.60 / Cord
White Pine	399.00 Cords	\$	13.60 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 12.52 percent. The estimated units 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 \$7,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALU
01	17%
02	31%
03	21%
04	23%
05	8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2016.

Sale Specific Conditions & Requirements

Sale Name: Split It Now Pine Sale Number: 42-004-12-01

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 orange 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 orange paint. Unless marked with green paint, orange painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.7 - Leave tree marked unit(s) (8/11)

Within Payment Unit(s) #'s 1-5, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except trees marked with green paint above and below stump height and do not cut oak or hemlock.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate scarification operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) #'s 1-5 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.

4.1.7 - Road closure (10/11)

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

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 (3/11)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations.

5.1.4 - Post-sale conference (6/11)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (12/08)

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

5.2.2 - 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 Road 407without permission of the Luce County Road Comission.

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

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

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

The Two Heart Motorcycle Trail is an ORV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

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 407 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.

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on Two Heart Motorcycle 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. The Purchaser will provide these signs.

7 - Other Conditions

7.3 - Contract Modifications

7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit

will be eliminated from the Sale Area on written notice so that reforestation operations can begin.					
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C = Cedar D = Treed Bog	J = Jack Pine L = Lowland Brush	Q = Mixed Swamp Cnfr R = Red Pine	W = White Pine X = Non Stocked	2 = Seedling Saplin 3 = Seedling Saplin	g Well 8	7 = Saw Timber Poor 3 = Saw Timber Medi	ım
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TIMBER SALE INFORMATION

ONE SHOT GUN RANGE (42-042-12-01)

T49N, R06W, SEC. 20.

Chippewa County (Advertised Price \$9,272.60)

SALE NOTE: Requires Scotch Pine Chipping.

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.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Jack Pine	134.00 Cords	\$	49.15 / Cord
Mixed Aspen	47.00 Cords	\$	28.50 / Cord
Scotch Pine	80.00 Cords	\$	16.05 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$63.00:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	<u>'ERTISED PRICE</u>
Pulpwood			
Red Maple	2.00 Cords	\$	31.50 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 24.51 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 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 12/31/2016.

Sale Specific Conditions & Requirements

Sale Name: One Shot Gun Range Sale Number: 42-042-12-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

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

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) # 1, cut all Scotch pine trees that are one (1) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability.

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) # 1, cut all Jack pine, Red maple and Aspen trees which meet minimum piece specifications in 2.2 Utilization except Oak, Red and White Pine.

2.2 - Utilization

2.2.2 - Chipping required (1/11)

Within the sale area all Scotch pine must be chip harvested. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. All Scotch pine must be chipped. Do not chip 1/6 to 1/3 of the slash from other species harvested from the site.

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations. A written waiver of this requirement may be obtained if conditions allow for winter logging.

2.2.11 - Chipping restriction (2/11)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) # 1 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

4.1.4 - Timber removed for construction (12/09)

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

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 (10/11)

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

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 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

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations. Chipping of Scotch pine and access into sale from M-123 will be discussed at the pre-sale conference.

5.1.4 - Post-sale conference (6/11)

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

5.2.1.8 - Slash height (12/08)

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

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of M-123.

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

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

5.2.41 - Snowmobile trail protection (9/11)

A snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. The snowmobile trail may only be crossed at right angles. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.4 - Soil Protection

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within wet/marsh areas within or around the sale area. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

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

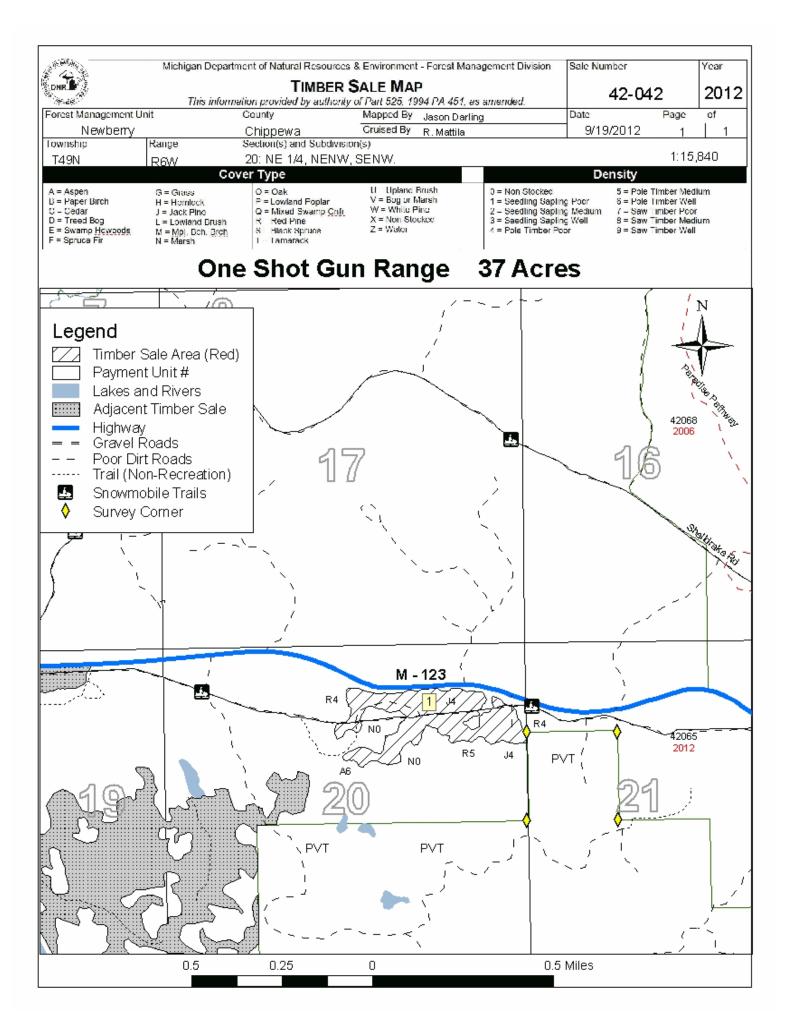
6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on M-123 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.

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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.

Section Name: Sale Specific Current as of 9/24/2012 10:58:21AM



TIMBER SALE INFORMATION

JUST WEST OF PARADISE (42-056-12-01)

T49N, R06W, SEC. 21; T49N, R06W, SEC. 22.

Chippewa County (Advertised Price \$34,340.50)

SALE NOTE: 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.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood			
Jack Pine	537.00 Cords	\$	50.50 / Cord
Mixed Aspen	200.00 Cords	\$	31.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$842.00:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Red Pine	1.80 MBF	\$	197.00 / MBF
White Pine	1.00 MBF	\$	79.00 / MBF
Pulpwood			
Black Spruce	1.00 Cords	\$	15.90 / Cord
Paper Birch	4.00 Cords	\$	28.80 / Cord
Red Pine	2.00 Cords	\$	58.35 / Cord
Scotch Pine	6.00 Cords	\$	16.10 / Cord
White Pine	5.00 Cords	\$	12.80 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 18.41 percent. The estimated units 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 \$1,800.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

- ,	5	3 . 3
PAYMENT UNIT NUMBER		PERCENT OF TOTAL SALE VALUE
01		20%
02		20%
03		60%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2016.

Sale Specific Conditions & Requirements

Sale Name: Just West Of Paradise Sale Number: 42-056-12-01

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 lands are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Red painted boundary line trees along M-123 may be cut, other boundary line trees may not be cut.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) 1B, cut all Scotch pine trees that are one (1) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability.

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1 - 3, cut all trees which meet minimum piece specifications in 2.2 Utilization except Oak, Maple and unmarked Red and White Pine. In addition leave 1 mature aspen per acre harvested and cut all trees marked with orange paint.

2.1.11 - Description of timber note (2/04)

Note that the Scotch pine in unit 1B is small diameter and may be chipped. This will be discussed at the pre-sale conference.

2.2 - Utilization

2.2.11 - Chipping restriction (2/11)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 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

4.1.4 - Timber removed for construction (12/09)

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

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 (10/11)

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

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 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

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations. Details about unit 1B, 100' slash free zone along private property in payment unit 3 and operating cautions around the ski trail will be discussed at the pre-sale conference.

5.1.4 - Post-sale conference (6/11)

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 100 feet back from the blue paint line in payment unit 3. In addition, in payment units 1 & 2, no trees are to be felled outside of the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

5.2.1.8 - Slash height (12/08)

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

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.32 - Decking/landing restoration (9/11)

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

5.2.37 - No decking areas (12/08)

No decking is allowed within the ski trail parking area and within 50 feet of M-123.

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

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

5.2.40 - Pathway protection (10/10)

The Paradise Ski Trail is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

5.2.41 - Snowmobile trail protection (9/11)

A snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. The snowmobile trail may only be crossed at right angles. Maintain a 20 foot wide slash, debris, and rut free zone daily using the

snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.4 - Soil Protection

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within wet/marsh areas within or around the sale area. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

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 M-123 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.

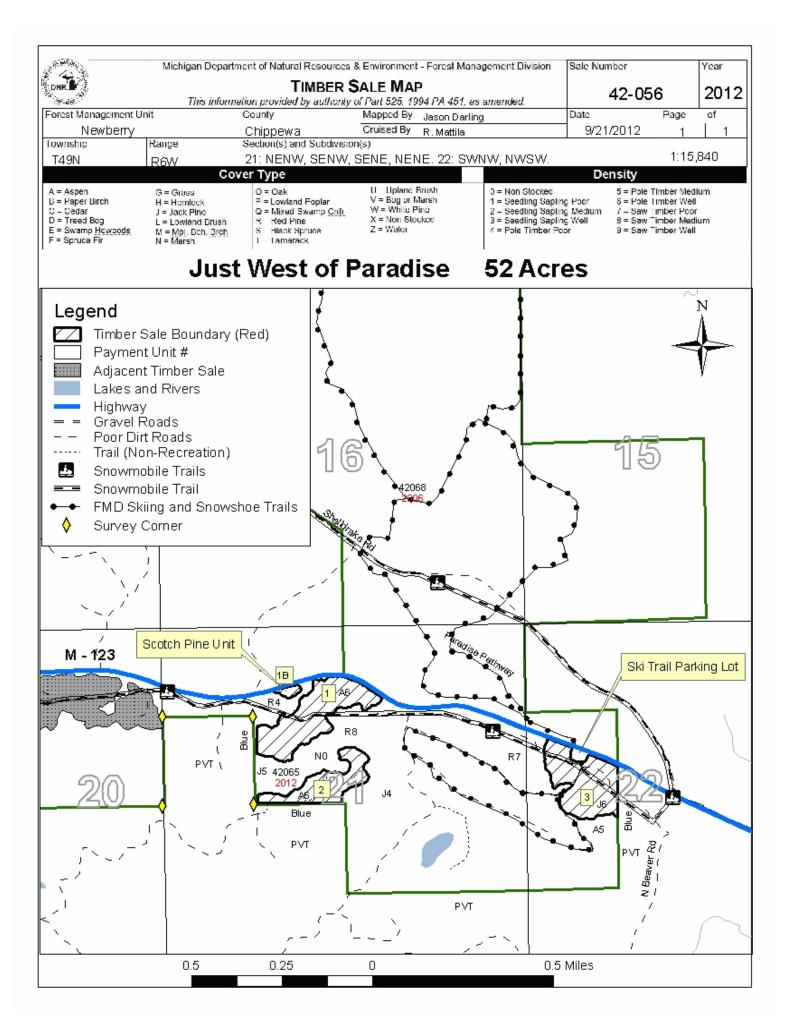
6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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.

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on Paradise Ski 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. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 11/19/2012 4:16:54PM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

SPLIT IT NOW PINE (42-004-12-01) T49N, R10W, SEC. 07; T49N, R10W, SEC. 18, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 24, 2013, I am hereby submitting my sealed bid (firm offer) for nay

ne follow be rejecte	ng forest products to be cut. d.	Bids for individ	dual species must be	e at or	above the advertised pr	rice. All non-res	ponsive bid form	is may
PRODUC Sawlogs	TS & SPECIES	<u>ESTIMATEI</u>	O UNITS*	ADV	ERTISED PRICE	BID PRICE	<u>:</u>	
Red I	Pine	489.80	MBF	\$	185.00 / MBF	\$	_ / MBF	
White	Pine	166.00	MBF	\$	75.00 / MBF	\$	_ / MBF	
Pulpwood								
Red I	Pine	608.00	Cords	\$	49.80 / Cord	\$	_ / Cord	
n additior	, the successful bidder agree	s to purchase	the following specie	s at th	e indicated advertised p	rice for a total va	alue of \$13,192.	50 :
PRODUC Pulpwood	TS & SPECIES	<u>ESTIMATEI</u>	<u>D UNITS*</u>	ADV	ERTISED PRICE			
	Spruce	5.00	Cords	\$	15.90 / Cord			
Jack	·	66.00	Cords	\$	50.50 / Cord			
Pape	r Birch	69.00	Cords	\$	26.80 / Cord			
Q. As		67.00	Cords	\$	34.80 / Cord			
	Maple	8.00	Cords	\$	21.60 / Cord			
White	Pine	399.00	Cords	\$	13.60 / Cord			
* The total volume is statistically estimated within plus (+) or minus (-) 12.52 percent. The estimated units 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.								
understan	nd that any or all bids may be d that consideration and awa t and staffing subject to my co	rding a contrac	_					
FEDERAL ID: or SOCIAL SECURITY NUMBER:								

F AVAILABLE, PLEASE PLACE THE PERSONALIZED LAB	EL FROM YOUR PROSPECTUS IN TH	HE ABOVE BOX.
ndividual or company representative's signature:		Date:
Phone number :	Email (optional):	



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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 Number (XX – XXX – XX – XX) Forest Management Unit:

	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 e	except for written s	ignatures.			
Ple	ease Check Appropriate Categories:					
1.	 My business is organized as (you must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 					
2.	 You must check one of the boxes below: A.					
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members			both full-time and part-time employees, other u must enter "0").		
	Full-time Er	mployees		Part-time Employees		
Nam	ne of Business		Federal ID (or) Social Security No.			
Add	ress		Telephone ()			
City		State	ZIP			
occ	hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative					

Date

BID FORM

ONE SHOT GUN RANGE (42-042-12-01) T49N, R06W, SEC. 20, Chippewa County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 24, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	<u>/ERTISED PRICE</u>	BID P	<u>PRICE</u>	
Pulpwood		· <u> </u>				
Jack Pine	134.00 Cords	\$	49.15 / Cord	\$	/ Cord	
Mixed Aspen	47.00 Cords	\$	28.50 / Cord	\$	/ Cord	
Scotch Pine	80.00 Cords	\$	16.05 / Cord	\$	/ Cord	
n addition, the successful bidder	agrees to purchase the following sp	ecies at t	he indicated advertise	d price for a t	total value of \$63.00	:
PRODUCTS & SPECIES Pulpwood	ESTIMATED UNITS*	<u>AD\</u>	VERTISED PRICE			
Red Maple	2.00 Cords	\$	31.50 / Cord			

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID: or SOCIAL SECURITY NUMBER: Company or individual bidding:					
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual	ividual or company representative's signature: Date:					
Phone nu	hone number : Email (optional):					

^{*} The total volume is statistically estimated within plus (+) or minus (-) 24.51 percent. The estimated units 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.



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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 Number (XX – XXX – XX – XX)	
Forest Management Unit:	

	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 e	xcept for written si	gnatures.			
Ple	ease Check Appropriate Categories:					
1.	 My business is organized as (you must check <u>one</u> of the boxes below): A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation 					
2.	 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. 					e of an approved ys of the contract 322-1195). surance within 21
	than yourself, including family members and active partners (if none, you must enter "0"). Full-time EmployeesPart-time Employees					ployees
Nam	ne of Business		Federal ID	(or) Social Secur	rity No.	
Addı	ress		Telephone ()		
City		State	ZIP			
occ	hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative					

Date

BID FORM

JUST WEST OF PARADISE (42-056-12-01) T49N, R06W, SEC. 21; T49N, R06W, SEC. 22, Chippewa County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 24, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may

e rejecte	d.	Diag for individ	idai opeolee maet b	o at or	above the daverticed pr	1100. 7 til 11011 100p	onoive sia formo m	шу
PRODUC Pulpwood	TS & SPECIES	ESTIMATE	O UNITS*	ADVI	ERTISED PRICE	BID PRICE		
Jack		537.00	Cords	\$	50.50 / Cord	\$	_ / Cord	
Mixed	l Aspen	200.00	Cords	\$	31.90 / Cord	\$	_ / Cord	
n additior	, the successful bidder agrees	s to purchase	the following specie	es at the	e indicated advertised p	orice for a total va	llue of \$842.00 :	
RODUC	TS & SPECIES	<u>ESTIMATEI</u>	O UNITS*	ADVI	ERTISED PRICE			
Sawlogs								
Red F			MBF	Ψ	197.00 / MBF			
White	Pine	1.00	MBF	\$	79.00 / MBF			
Pulpwood								
	Spruce	1.00	Cords	\$	15.90 / Cord			
Pape	r Birch	4.00	Cords	\$	28.80 / Cord			
Red F	Pine	2.00	Cords	\$	58.35 / Cord			
Scoto	h Pine	6.00	Cords	\$	16.10 / Cord			
White	Pine	5.00	Cords	\$	12.80 / Cord			
	volume is statistically estimated ve bidders are urged to examile	-		-			ot subject to adjustr	nent.
ınderstan	nd that any or all bids may be d that consideration and awar t and staffing subject to my co	ding a contrac					•	
	FEDERAL ID:		or SOCIAL SECUR	ITY NU	JMBER:			
	Company or individual biddin	g:						
	O							

	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
F AVAIL	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual	or company representative's signa	ature:		Date:			
Phone nu	ımber :						



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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 Number (XX – XXX – XX – XX) Forest Management Unit:

	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 exc	ept for written si	gnatures.				
Ple	Please Check Appropriate Categories:						
1.	My business is organized as (you must change A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	neck <u>one</u> of the b	poxes below):				
2.	 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. 						
	Full-time Empl	loyees		Part-time Employees			
Nam	e of Business		Federal ID (or) Social Security No.				
Addı			Telephone ()				
City	St	tate	ZIP				
000	hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative						

Date