



DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

BOUILLABAISSE ASPEN / T29N, R06E, SEC. 02, SWSW.  
T29N, R06E, SEC. 11, SESE.  
T29N, R06E, SEC. 15, E1/2NE.  
ALPENA COUNTY (Appr. \$22,537.20)  
SALE ACRES: 77

DEVILS LAKE MIX / T30N, R08E, SEC. 08, NESE, SENE.  
T30N, R08E, SEC. 09, SWNW.  
T30N, R08E, SEC. 16, SWSW.  
T30N, R08E, SEC. 17, E1/2SE1/4.  
ALPENA COUNTY (Appr. \$9,175.25)  
SALE ACRES: 57

SCOTT & BROUSSEAU MIX / T29N, R08E, SEC. 36, NWNW.  
T29N, R09E, SEC. 19, NWSW.  
ALPENA COUNTY (Appr. \$14,201.00)  
SALE ACRES: 37

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SALE DATE AND TIME: 3:00 p.m. on March 16, 2010.

**ATLANTA**



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

1. Bid Location, Date, and Time: Bids must be received by the Unit Manager, Atlanta Management Unit, 13501 M-33, Atlanta, MI 49709, no later than 3:00 p.m. on March 16, 2010. For further information concerning this sale, contact the Unit Manager at 989-785-4251.
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

BOUILLABAISSE ASPEN (004-09-01)

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		
MIX ASPEN	26.90 MBF	\$ 67.00/MBF
MIX HARDWD	25.70 MBF	\$ 96.00/MBF
PULPWOOD		
MIX ASPEN	1,061.00 CORDS	\$ 15.50/CORD
MIX HARDWD	303.00 CORDS	\$ 5.95/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		
B. SPRUCE	3.00 CORDS	\$ 6.45/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 10.77 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 \$1,200.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	40%
2	26%
3	34%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on June 30, 2012.



Michigan Department of Natural Resources – Forest, Mineral & Fire Management  
**TIMBER SALE MAP**

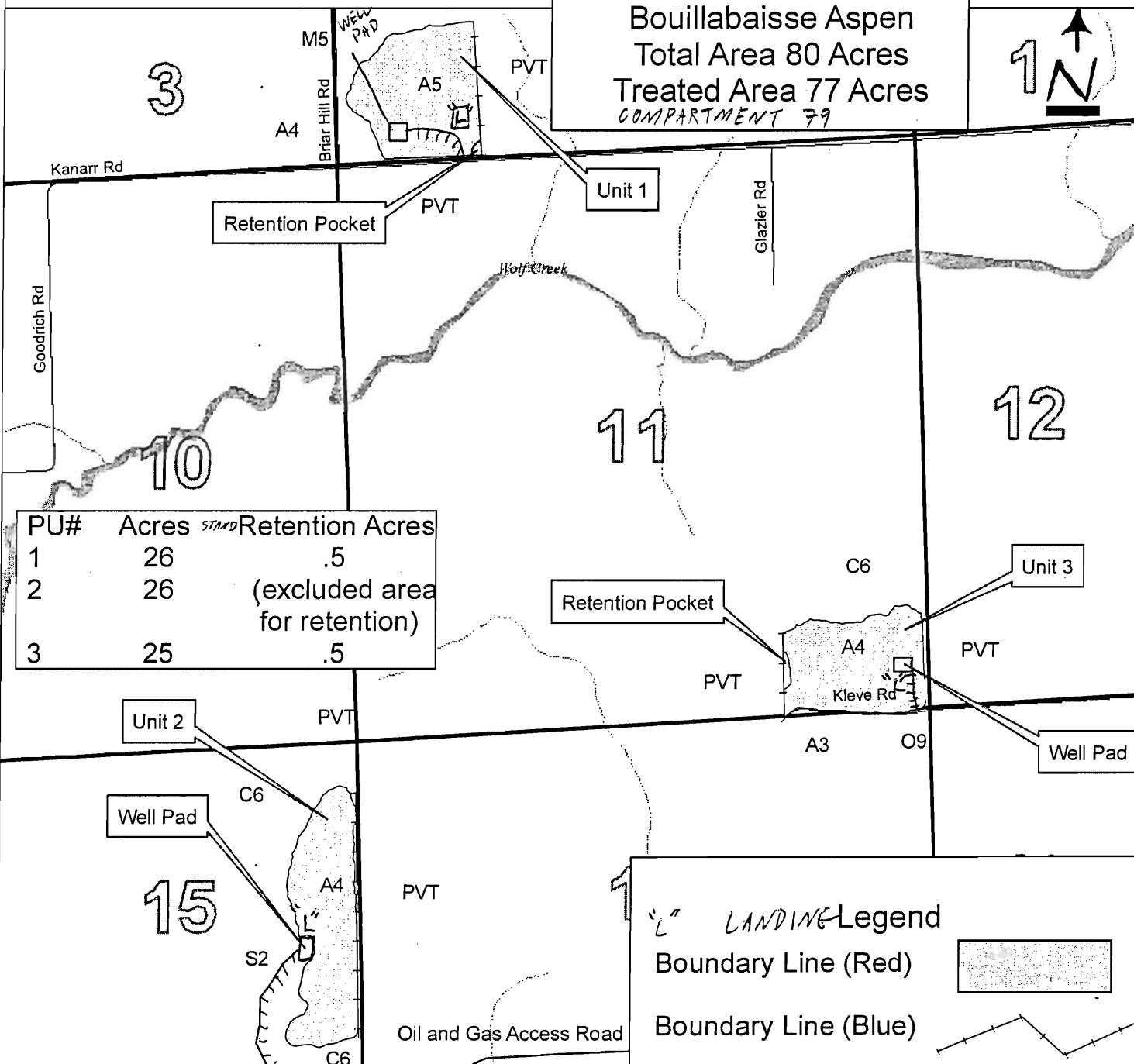
This information is provided by authority of Part 525 of Act 451, PA 1994, as amended.

SALE NUMBER	YEAR
54-004	2009

FOREST MANAGEMENT UNIT Atlanta	COUNTY Alpena	MAPPED BY Patrick A. Mohney	DATE 1/15/2009	PAGE 1	OF 1
TOWNSHIP 29N	RANGE 06E	SECTION(S) AND SUBDIVISION(S) Sec 2: SWSW, Sec 11: SESE, Sec 15: E1/2NE	1:15,840		

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 Medjum
F = Spruce Fir	N = Marsh	T = Tamarack		4 = Pole Timber Poor	9 = Saw Timber Well
G = Grass	O = Oak	U = Upland Brush			

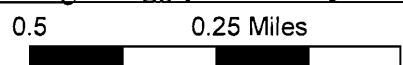
**Bouillabaisse Aspen**  
 Total Area 80 Acres  
 Treated Area 77 Acres  
 COMPARTMENT 79



PU#	Acres	STAND	Retention Acres
1	26		.5
2	26		(excluded area for retention)
3	25		.5

**Legend**

- Boundary Line (Red)
- Boundary Line (Blue)
- Two Track Road
- TWO TRACK W/ PIPELINE



## Sale Specific Conditions & Requirements

**Sale Name: Bouillabaisse Aspen    Sale Number: 54-004-09-01**

### 1 - Sale Area

#### 1.2 - Boundaries

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

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

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, and 3, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except in Unit I do not cut any conifers, and in Units II and III do not cut any red pine, white pine, oak, cedar or hemlock. Green painted retention areas are not Included Timber and are to be protected.

### 3 - Payments

#### 3.6 - Payment Unit Cutting Schedule

##### 3.6.3 - Operating schedule (12/08)

Unless changed by written agreement, only 2 Payment Unit(s) may be operated at any one time. All contractual requirements on a Payment Unit shall be completed and accepted by the Unit Manager or his/her representative prior to the opening of an additional Payment Unit.

### 4 - Transportation

#### 4.1 - Construction

##### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

##### 4.1.12 - No new roads (12/08)

No new roads will be permitted. All operations are limited to existing roads.

#### 4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

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

**5 - Operations**

**5.1 - Notification**

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (9/09)

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

**5.2 - Conduct of Operations**

**5.2.1 - Slash**

5.2.1.9 - No Slash:pipe/powerline, oil/gas sites (2/04)

All pipelines, power lines, oil or gas storage sites and related access roads are to remain free of slash at all times.

**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**

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 2 and 3, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 1 to February 28. This restriction is because of soil conditions.

5.2.3.2 - Operating restrictions (12/08)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 15 through February 28. This restriction is because of soil conditions and oak wilt.

5.2.3.11 - Coppice regeneration protection (12/08)

Timber harvest on any Payment Unit must be completed within twelve months of beginning operations on that unit in order to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.



5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, cherry, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

5.2.31 - Landing locations (12/08)

Landing areas are marked on the timber sale map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

5.2.32 - Decking/landing restoration (2/04)

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

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

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

**5.4 - Soil Protection**

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 6 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.



DEVILS LAKE MIX (037-09-01)

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	14.10 MBF	\$ 90.00/MBF
PULPWOOD		
RED MAPLE	169.00 CORDS	\$ 9.10/CORD
Q. ASPEN	99.00 CORDS	\$ 10.05/CORD
RED PINE	98.00 CORDS	\$ 23.00/CORD
MIXED OAK	221.00 CORDS	\$ 7.05/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>
SAWLOGS		
Q. ASPEN	15.30 MBF	\$ 30.00/MBF
WHITE PINE	2.40 MBF	\$ 51.00/MBF
JACK PINE	.90 MBF	\$ 40.00/MBF
MIXED OAK	7.50 MBF	\$ 99.00/MBF
PULPWOOD		
JACK PINE	17.00 CORDS	\$ 11.85/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 18.64 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$500.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment 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	33%
2	39%
3	28%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on June 30, 2012.



**TIMBER SALE MAP**

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

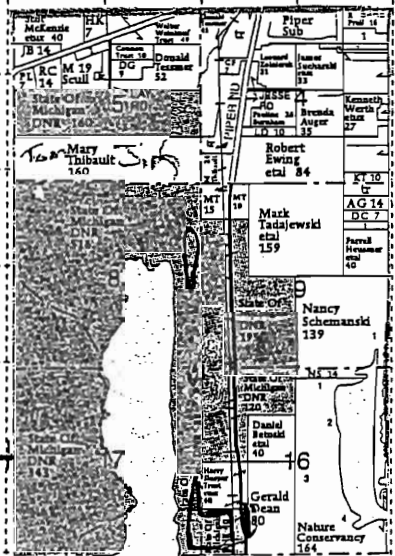
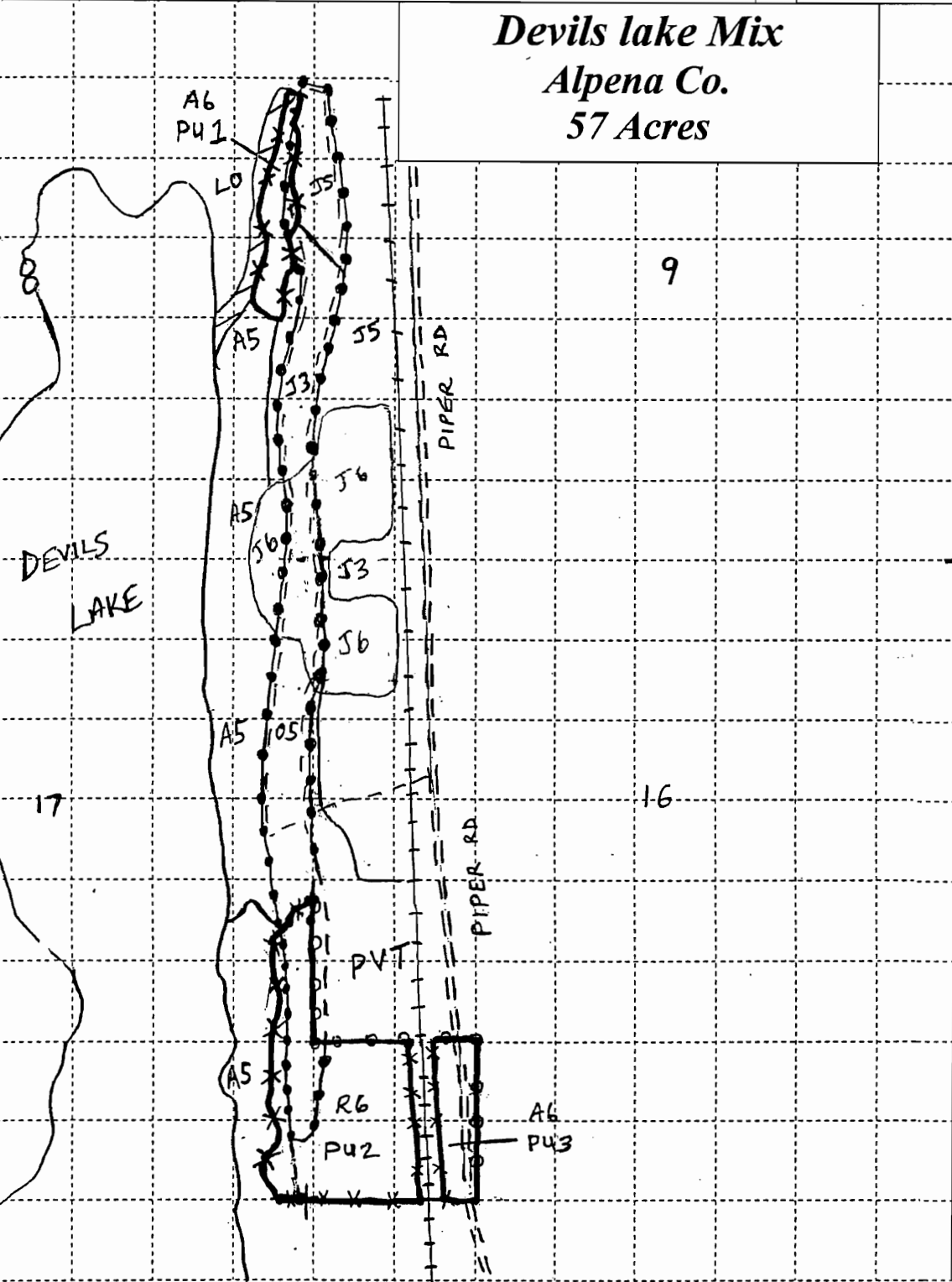
Sale Number	Year
<b>54-037-09-01</b>	2009
Date	Page of
08/10/2009	1 of 1
Scale: 1/4 inch = 1 mile	

Forest Management Unit Atlanta	County Alpena	Mapped By Major Cruised By Oswald / Major / Stevens
Township 30N	Range 08E	Section(s) and Subdivision(s) Sec. 8 NE4SE4, SE4NE4 Sec.9 SW4SW4, Sec.16 SW4SW4, Sec.17 E2SE4

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

**Devils lake Mix  
Alpena Co.  
57 Acres**



**Legend**

- Red Paint (Sale Boundary)
- Blue Paint (Property Line)
- County Road
- 2-track
- ORV Trail
- Rail Road Tracks
- Payment Unit 1 9 acres (PU 1)
- Payment Unit 2 41 acres (PU 2)
- Payment Unit 3 7 acres (PU 3)
- Retention

Compartment 89. Stands: 52,66,67

## Sale Specific Conditions & Requirements

Sale Name: Devils Lake Mix      Sale Number: 54-037-09-01

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 3, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except oak or pine marked with green paint, and cedar.

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

Within Payment Unit(s) 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

##### 2.2.3 - Stump heights (4/07)

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

##### 2.2.4 - Skidding length (2/09)

Skidding of unlimbed tops or lengths over 17 feet is not permissible in unit 2 unless approved by the Unit Manager or his/her representative. This is in order to protect the advanced white pine regeneration.

##### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$5.00 per tree will be assessed for every marked tree not cut.

### 3 - Payments

#### 3.4 - Damaged Timber

**3.4.1 - Damaged timber (6/05)**

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

Within unit 2, if more than 35% of the white pine saplings (1/4" to 4.5" DBH) are damaged, liquidated damages will be assessed at \$100 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

**4 - Transportation**

**4.1 - Construction**

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed.

Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

**4.1.12 - No new roads (12/08)**

No new roads will be permitted. All operations are limited to existing roads.

**4.2 - Maintenance**

**4.2.5 - Two wheel drive condition (2/04)**

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

**5 - Operations**

**5.1 - Notification**

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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

**5.2 - Conduct of Operations**

**5.2.1 - Slash**

5.2.1.1 - Slash within sale area (2/04)

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

**5.2.1.2 - Slash Removal**

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

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

**5.2.3 - Operating Restrictions**

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 2, unless changed by written agreement, cutting, and skidding are limited to the period of March 15th to Nov 15th. This restriction is to help soil scarification when ground is not frozen and or snow covered.

Within Payment Unit 1, unless changed by written agreement, cutting and skidding are limited to the period of December 31st to March 15th.

5.2.3.4 - Oak wilt restriction (12/08)

Within Payment Unit(s) 2, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

5.2.32 - Decking/landing restoration (2/04)

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

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

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

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

The "Devils Lake trail" is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 20 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.

**5.4 - Soil Protection**

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

**6 - Safety and Fire Prevention**

**6.2 - Signing**

6.2.3 - Recreational trail posting (9/09)

The Purchaser is responsible for posting caution signs on "Devils Lake Loop 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. The Purchaser must maintain the signs while timber sale is active. The Purchaser will provide these signs.



SCOTT & BROUSSEAU MIX (038-09-01)

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	14.00 MBF	\$ 148.00/MBF
PULPWOOD		
RED PINE	215.00 CORDS	\$ 40.75/CORD
MIX ASPEN	133.00 CORDS	\$ 20.75/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		
MIX ASPEN	3.20 MBF	\$ 86.00/MBF
PULPWOOD		
JACK PINE	10.00 CORDS	\$ 16.90/CORD
MIX HARDWD	12.00 CORDS	\$ 13.65/CORD

\*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	01%
2	77%
3	22%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on June 30, 2012.



### TIMBER SALE MAP

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

Sale Number	Year
54-038-09-01	2009

Forest Management Unit Atlanta	County Alpena	Mapped By Major
Township 29N	Range 08E&09E	Cruised By Oswald/Major/Stevens
Section(s) and Subdivision(s) 8E Section 36: NW4 of NW4 9E Section 19: NW4 of SW4		

Date 08/10/2009	Page 1	of 1
Scale: [1/4 inch.....] = 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	

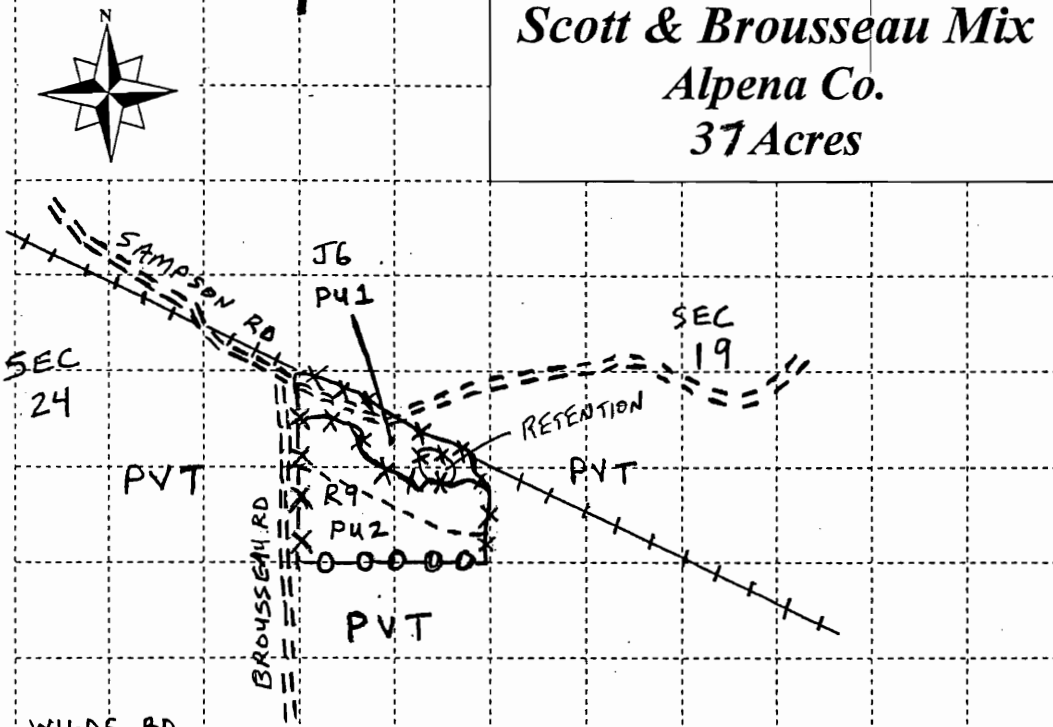
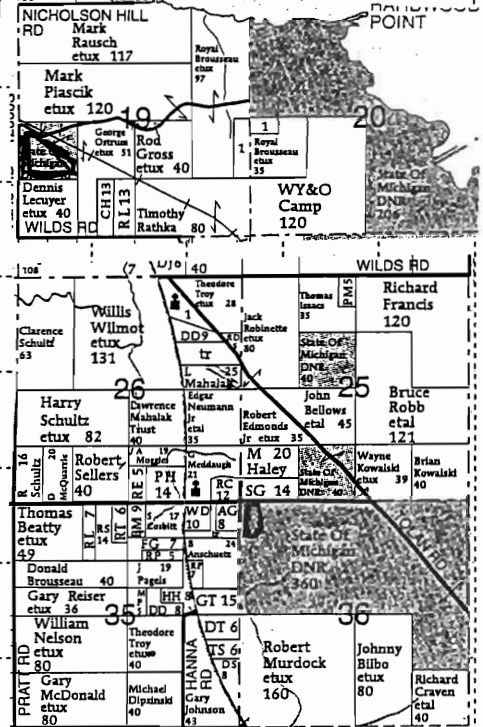
#### Density

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

## Scott & Brousseau Mix

### Alpena Co.

### 37 Acres



#### Legend

Red Paint (Sale Boundary)	***
Blue Paint (Property Line)	o-o-o
County Road	===
2-track	---
Rail Road Tracks	++++
Payment Unit 1 (PU 1)	6 acres
Payment Unit 2 (PU 2)	24 acres
Payment Unit 3 (PU 3)	7 acres
	☐ RETENTION
COMP. 84	
STANDS 46, 47, 54, 146	

## Sale Specific Conditions & Requirements

**Sale Name: Scott & Brousseau Mix    Sale Number: 54-038-09-01**

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are also marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 3, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except do not red and white pine in unit 1, and oak or conifers in unit 3.

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

Within Payment Unit(s) 2, trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

##### 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

##### 2.2.4 - Skidding length (2/09)

Skidding of unlimbed tops or lengths over 17 feet is not permissible in unit 2 unless approved by the Unit Manager or his/her representative.

##### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$5.00 per tree will be assessed for every marked tree not cut.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 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.

### **3.4 - Damaged Timber**

#### 3.4.1 - Damaged timber (6/05)

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

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of residual trees (> 4.5" DBH) within the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

## **4 - Transportation**

### **4.1 - Construction**

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

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

#### 4.1.7 - Road closure (4/07)

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

### **4.2 - Maintenance**

#### 4.2.5 - Two wheel drive condition (2/04)

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

### **4.3 - Public Right-of-Way**

#### 4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to all payment units and County Roads in or adjacent to sale area.

## **5 - Operations**

### **5.1 - Notification**

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

**5.1.4 - Post-sale conference (2/04)**

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

**5.2 - Conduct of Operations**

**5.2.1 - Slash**

**5.2.1.1 - Slash within sale area (2/04)**

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

**5.2.1.2 - Slash Removal**

**5.2.1.2.1 - 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.

**5.2.2 - Hazard Trees/Snags**

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

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

**5.2.3 - Operating Restrictions**

**5.2.3.3 - Bark slippage restriction (3/09)**

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

**5.2.3.6 - Bark beetle restriction (12/08)**

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

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

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

**5.4 - Soil Protection**

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

BOUILLABAISSE ASPEN (004-09-01)  
 T29N, R06E, SEC. 02, SWSW.  
 T29N, R06E, SEC. 11, SESE.  
 T29N, R06E, SEC. 15, E1/2NE.  
 ALPENA COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 16, 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* = VALUE</u>
<u>SAWLOGS</u>			
MIX ASPEN	\$ 67.00/MBF	\$ _____ X	26.90 MBF = \$ _____
MIX HARDWD	\$ 96.00/MBF	\$ _____ X	25.70 MBF = \$ _____
<u>PULPWOOD</u>			
MIX ASPEN	\$ 15.50/CORD	\$ _____ X	1,061.00 CORDS = \$ _____
MIX HARDWD	\$ 5.95/CORD	\$ _____ X	303.00 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>			
B. SPRUCE	\$ 6.45/CORD	3.00 CORDS	= \$ 19.35
SUBTOTAL 2			\$ 19.35
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____			

\*These volumes are statistically estimated within plus (+) or minus (-) 10.77%. 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



DEVILS LAKE MIX (037-09-01)  
T30N, R08E, SEC. 08, NESE, SENE.  
T30N, R08E, SEC. 09, SWNW.  
T30N, R08E, SEC. 16, SWSW.  
T30N, R08E, SEC. 17, E1/2SE1/4.  
ALPENA 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>				
RED PINE	\$ 90.00/MBF	\$ _____ X	14.10 MBF	= \$ _____
<u>PULPWOOD</u>				
RED MAPLE	\$ 9.10/CORD	\$ _____ X	169.00 CORDS	= \$ _____
Q. ASPEN	\$ 10.05/CORD	\$ _____ X	99.00 CORDS	= \$ _____
RED PINE	\$ 23.00/CORD	\$ _____ X	98.00 CORDS	= \$ _____
MIXED OAK	\$ 7.05/CORD	\$ _____ X	221.00 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>SAWLOGS</u>			
Q. ASPEN	\$ 30.00/MBF	15.30 MBF	= \$ 459.00
WHITE PINE	\$ 51.00/MBF	2.40 MBF	= \$ 122.40
JACK PINE	\$ 40.00/MBF	.90 MBF	= \$ 36.00
MIXED OAK	\$ 99.00/MBF	7.50 MBF	= \$ 742.50
<u>PULPWOOD</u>			
JACK PINE	\$ 11.85/CORD	17.00 CORDS	= \$ 201.45
SUBTOTAL 2			\$ <u>1,561.35</u>

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

\*These volumes are statistically estimated within plus (+) or minus (-) 18.64%. 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**

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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

SCOTT & BROUSSEAU MIX (038-09-01)  
 T29N, R08E, SEC. 36, NWNW.  
 T29N, R09E, SEC. 19, NWSW.  
 ALPENA COUNTY

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<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
SAWLOGS				
RED PINE	\$ 148.00/MBF	\$ _____ X	14.00 MBF	= \$ _____
PULPWOOD				
RED PINE	\$ 40.75/CORD	\$ _____ X	215.00 CORDS	= \$ _____
MIX ASPEN	\$ 20.75/CORD	\$ _____ X	133.00 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			
MIX ASPEN	\$ 86.00/MBF	3.20 MBF	= \$ 275.20
PULPWOOD			
JACK PINE	\$ 16.90/CORD	10.00 CORDS	= \$ 169.00
MIX HARDWD	\$ 13.65/CORD	12.00 CORDS	= \$ 163.80
SUBTOTAL 2			\$ 608.00
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____			

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

**TIMBER SALE  
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  - 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.
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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.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date