



DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

Notice is hereby given that bids will be received by the Unit Manager, CADILLAC MANAGEMENT UNIT, for certain timber on the following described lands. The Bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs, and sale contract terms of the proposed sale.

RECREATION RED / T19N, R12W, SEC. 25, NWNW.
T19N, R12W, SEC. 26, E1/2.
T19N, R12W, SEC. 35, N1/2.
T19N, R12W, SEC. 36, N1/2, N1/2SW.
LAKE COUNTY (Appr. \$67,496.85)
SALE ACRES: 105

EAR PIERCE OAK / T19N, R12W, SEC. 25, S1/2NE.
T19N, R12W, SEC. 25, N1/2SE.
T19N, R12W, SEC. 25, NESW.
T19N, R12W, SEC. 35, W1/2NE.
LAKE COUNTY (Appr. \$23,825.80)
SALE ACRES: 109

LONGBEARD PINE / T19N, R13W, SEC. 24, S1/2SE.
T19N, R12W, SEC. 18, SESE.
LAKE COUNTY (Appr. \$5,952.50)
SALE ACRES: 90

Please be aware that some landowners may request 60 days or more notice for commercial forest harvesting access.

SALE DATE AND TIME: 3:00 p.m. on June 9, 2010.

BALDWIN

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

1. Bid Location, Date, and Time: Bids must be received by the Unit Manager, Cadillac Management Unit, Baldwin Field Office, 2468 West 24th Street, Route 2 Box 2810, Baldwin, MI 49304, no later than 3:00 p.m. on June 9, 2010. For further information concerning this sale, contact the Unit Manager at 231-745-4651.
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. 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

RECREATION RED (040-09-01)

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	98.20 MBF	\$ 135.00/MBF
PULPWOOD		
RED PINE	1,389.00 CORDS	\$ 38.00/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		
MIX ASPEN	57.00 CORDS	\$ 14.05/CORD
MIX HARDWD	73.00 CORDS	\$ 9.00/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 6.67 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 \$3,500.00, 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	30%
2	30%
3	40%

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.

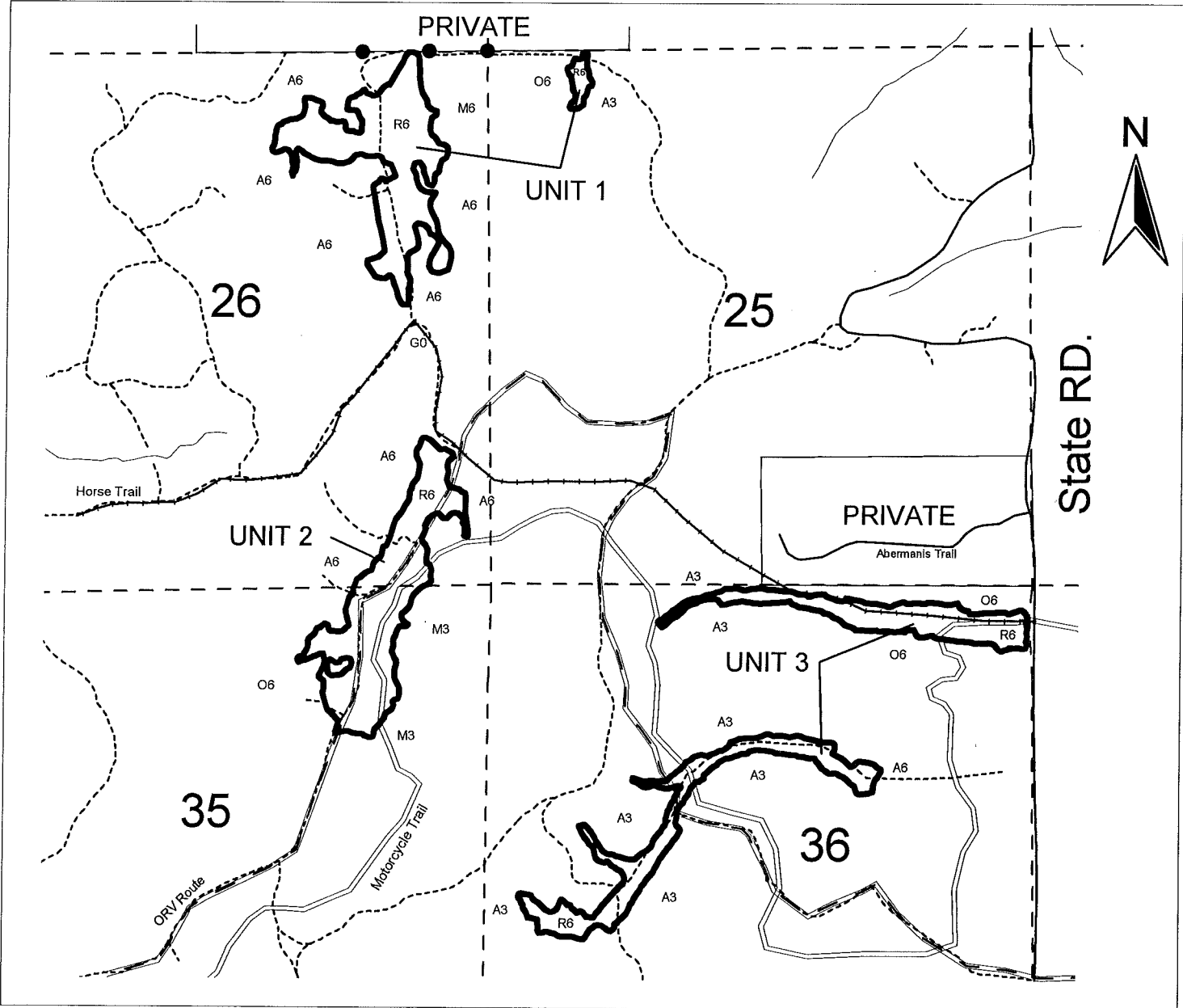
Michigan Department of Natural Resources-Forest Management Division
TIMBER SALE MAP

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

Sale No. 63-040-09-01	Year 09	Sale Type 01
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State Forest and Forest Management Unit: Cadillac		Mapped By/ Cruised By: Andy Church		Comp. 15	YOE 2009
Township 19N	Range 12W	Section(s) 25,26,35,36	Subdivision NWNW Sec25, E1/2 Sec26, N1/2NE Sec35, N1/2 & N1/2SW Sec36	Stands 7,11,16,31,35,111	
Scale: 1:18000					

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



LEGEND

- Sale Boundary (Red Paint)
- Private Boundary (Blue Paint)
- County road
- Forest road
- ORV Route
- Motorcycle Trail
- Horse Trail

UNIT 1	35 ac
UNIT 2	33 ac
UNIT 3	37 ac
TOTAL	105 ac

**Recreation Red
 Lake Co
 105 ac**



Sale Specific Conditions & Requirements

Sale Name: Recreation Red Sale Number: 63-040-09-01

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.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) #'s 1-3, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are every third row following a take one, leave two pattern. Begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence. IN ADDITION, CUT ALL ASPEN, WHITE PINE, JACK PINE, CHERRY and MAPLE regardless of row orientation.

2.1.11 - Description of timber note (2/04)

Note that the Mixed Hardwood pulp volumes by species is estimated below:

MIXED HARDWOOD

Red Maple 23 cds

Black Cherry 50 cds

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

Sale Name: Recreation Red Sale Number: 63-040-09-01

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.4 - 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 (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 working days in advance to schedule the conference.

5.1.4 - Post-sale conference (9/09)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (12/08)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) #'s 1-3, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.2.3.6 - 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

Sale Name: Recreation Red Sale Number: 63-040-09-01

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.

5.2.20 - Equipment width (2/04)

Equipment used to remove designated rows must be capable of moving through cut rows without damaging residual trees.

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 Tin Cup ORV Route, and Tin Cup Motorcycle Trail are 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. 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 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.

5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils.

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 the ORV Route, and Motorcycle Trails prior to beginning operations. The trail must be posted 200 feet 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 during active cutting, skidding or hauling activities. The Purchaser will provide these signs.

EAR PIERCE OAK (041-09-01)

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 OAK	41.30 MBF	\$ 197.00/MBF
MIXED OAK	50.20 MBF	\$ 77.00/MBF
PULPWOOD		
RED MAPLE	266.00 CORDS	\$ 10.15/CORD
MIXED OAK	632.00 CORDS	\$ 8.85/CORD
MIX ASPEN	196.00 CORDS	\$ 12.60/CORD

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

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
RED MAPLE	8.50 MBF	\$ 68.00/MBF
MIX ASPEN	9.30 MBF	\$ 52.00/MBF

*The volumes are statistically estimated within plus (+) or minus (-) 10.55 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$1,500.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	25%
2	30%
3	20%
4	25%
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 Management Division
TIMBER SALE MAP

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

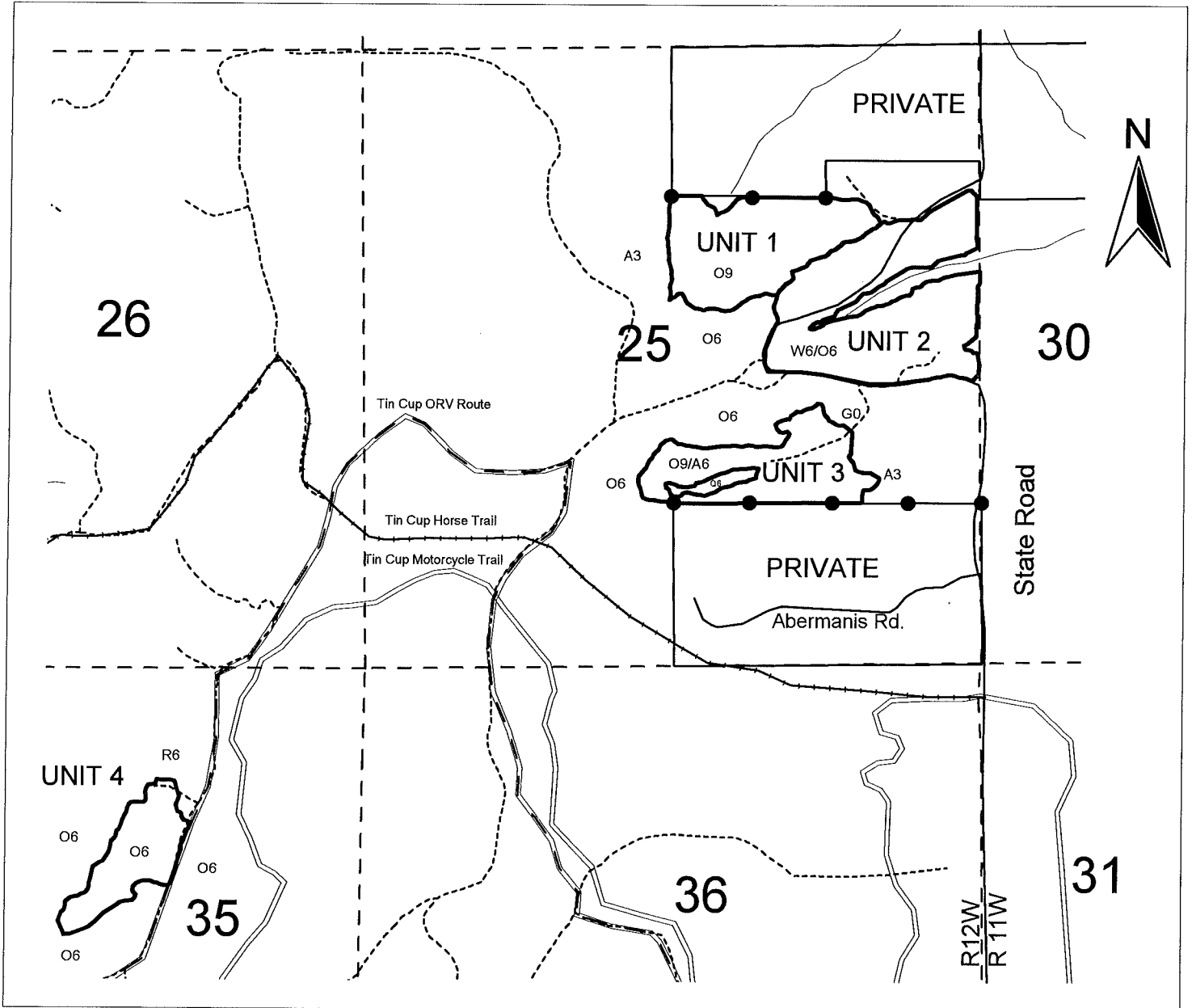
Sale No.	Year	Sale Type
63-041-09-01	09	01

State Forest and Forest Management Unit: Cadillac		Mapped By/ Cruised By: Andy Church		Comp. 15	YOE 2009
Township 19N	Range 12W	Section(s) 25,35	Subdivision S1/2NE, N1/2SE, NESW, Sec 25, W1/2NE Sec 35	Stands 2,4,40,43	
					Scale: 1:15840

Cover Type

Density

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



LEGEND

Sale Boundary (Red Paint)	
Private Boundary (Blue Paint)	
County road	
Forest road	
ORV Route	
Motorcycle Trail	
Horse Trail	

UNIT 1	28 ac
UNIT 2	45 ac
UNIT 3	22 ac
UNIT 4	14 ac
TOTAL	109 ac

Ear Pierce Oak
Lake Co
109 ac



Sale Specific Conditions & Requirements

Sale Name: Ear Pierce Oak Sale Number: 63-041-09-01

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) #2, 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 CEDAR and HEMLOCK. IN ADDITION, LEAVE ALL PINE.

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

Within Payment Unit(s) #'s 1 and 3, all trees are designated for cutting when marked with ORANGE paint above and below stump height, regardless of merchantability. IN ADDITION, within UNIT #1, CUT ALL ASPEN. Within UNIT #3, CUT ALL ASPEN and MAPLE. LEAVE ALL CEDAR and HEMLOCK in both Units.

2.1.7 - Leave tree marked unit(s) (12/08)

Within Payment Unit(s) #4, 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.

2.1.11 - Description of timber note (2/04)

Note that Mixed Aspen includes Big Tooth, and Quaking. Also, the Mixed Oak volumes by species is estimated below:

Red Oak 182 cds

White Oak 4.2 mbf, 97 cds

Black Oak 46.0 mbf, 353 cds

2.2 - Utilization

2.2.7 - Uncut designated trees (2/04)

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

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.

4.2 - 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.

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 working 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.

5.2.1.8 - Slash height (12/08)

No slash or chip pile may exceed 24 inches in height.

5.2.2 - Hazard Trees/Snags

Sale Name: Ear Pierce Oak Sale Number: 63-041-09-01

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) #'s 1-4, cutting and skidding are not permitted during the period of April 15 to July 15.

This restriction is because of bark slippage.

5.2.29 - Shrub protection (9/07)

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

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 TIN CUP 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. No skidding across the trail or route may only occur.

5.4 - Soil Protection

5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (1/09)

The Purchaser is responsible for posting caution signs on the Tin Cup ORV Route prior to beginning operations. The trail must be posted 200 feet 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 for the duration of all harvest and hauling operations within Unit #4. The Purchaser will provide these signs.

LONGBEARD PINE (049-09-01)

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		
MIXED OAK	18.60 MBF	\$ 90.00/MBF
PULPWOOD		
JACK PINE	268.00 CORDS	\$ 8.00/CORD
MIXED PINE	186.00 CORDS	\$ 7.00/CORD
MIXED OAK	111.00 CORDS	\$ 7.50/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 14.25 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	20%
2	40%
3	40%
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.



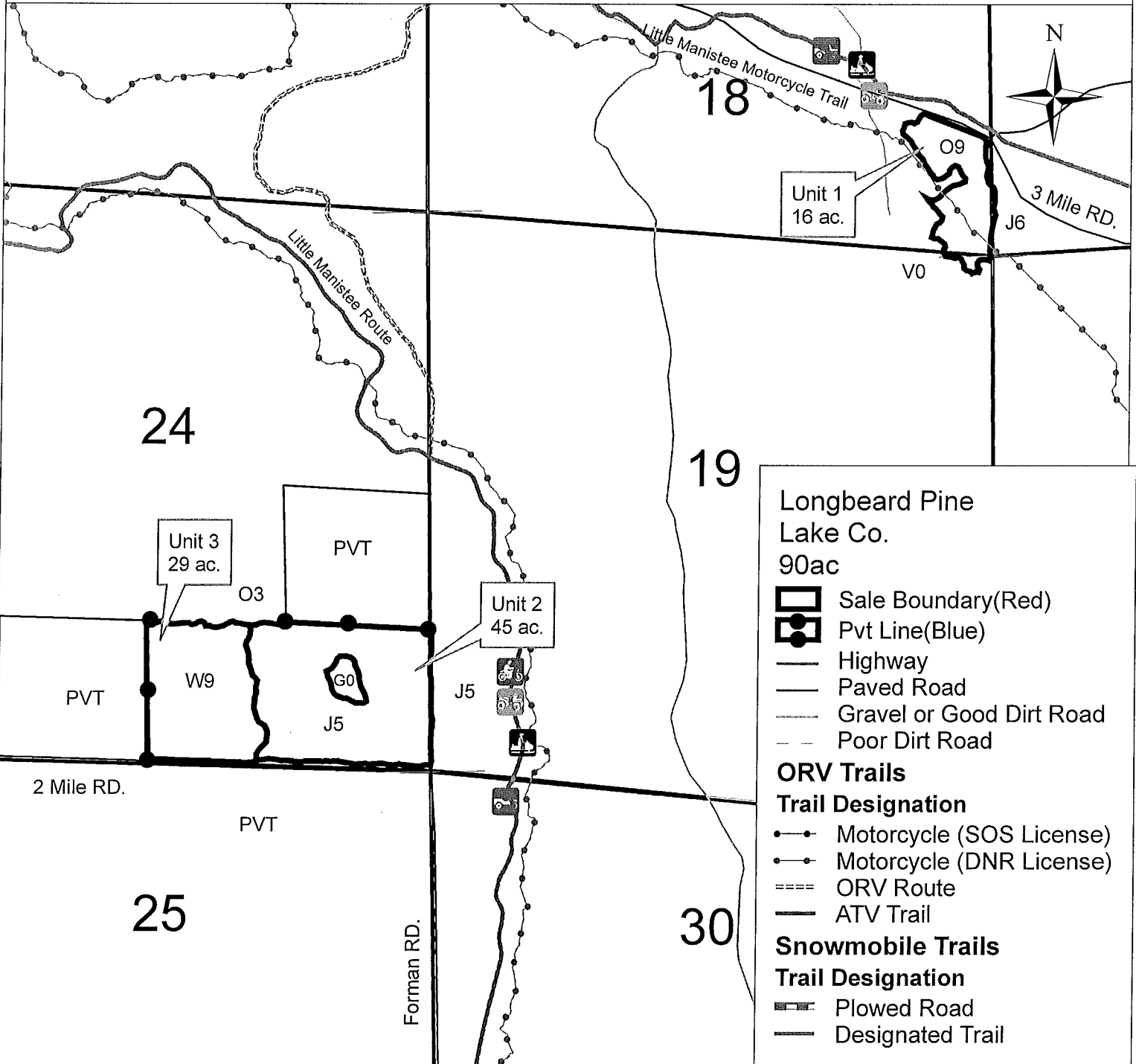
Michigan Department of Natural Resources – Forest, Mineral & Fire Management
TIMBER SALE MAP

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

SALE NUMBER	YEAR
63-049-09-01	2009
DATE	PAGE OF
08/18/2009	1 1

FOREST MANAGEMENT UNIT Cadillac FMU	COUNTY Lake	MAPPED BY Andy Church	DATE 08/18/2009
TOWNSHIP T19N	RANGE R12&13W	CRUISED BY Andy Church	PAGE 1
SECTION(S) AND SUBDIVISION(S) SESE Sec.18 T19N R12W S1/2SE Sec.24 T19N R13W		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 Medium
F = Spruce Fir	N = Marsh	T = Tamarack		4 = Pole Timber Poor	9 = Saw Timber Well
G = Grass	O = Oak	U = Upland Brush			



**Longbeard Pine
 Lake Co.
 90ac**

- Sale Boundary (Red)
- Pvt Line (Blue)
- Highway
- Paved Road
- Gravel or Good Dirt Road
- Poor Dirt Road

ORV Trails

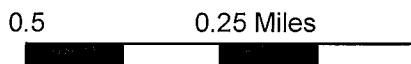
Trail Designation

- Motorcycle (SOS License)
- Motorcycle (DNR License)
- ORV Route
- ATV Trail

Snowmobile Trails

Trail Designation

- Plowed Road
- Designated Trail



Sale Specific Conditions & Requirements

Sale Name: Longbeard Pine Sale Number: 63-049-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) #2, 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.

2.1.5 - Overstory removal unit(s) (12/08)

Within Payment Unit(s) #3, all trees with DBH equal to or greater than 10 inches which meet minimum piece specifications in 2.2 Utilization, are designated for cutting. In addition, LEAVE ALL GREEN MARKED TREES. Also, remove additional trees as needed for access.

2.1.7 - Leave tree marked unit(s) (12/08)

Within Payment Unit(s) #1, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting EXCEPT OAK LESS THAN 6 INCHES DBH, and trees marked with GREEN paint above and below stump height.

2.1.11 - Description of timber note (2/04)

Note that the Mixed Oak and Mixed Pine volumes by species is estimated below:

MIXED OAK

White Oak 11 cds

Black Oak 18.6 mbf, 100 cds

MIXED PINE

White Pine 156 cds

Red Pine 30 cds

2.2 - Utilization

Sale Name: Longbeard Pine Sale Number: 63-049-09-01

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit #2 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 wet summer weather makes winter logging necessary.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

Within the sale area, if more than 33% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100.00 per acre for all acreage within that specified portion of the sale area that was damaged. No damage is acceptable to merchantable trees. Within the sale area, if more than 33% 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

4.1.4 - Timber removed for construction (1/09)

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. Be chipped, utilized or otherwise removed from the sale. 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.

4.2 - 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.

Sale Name: Longbeard Pine Sale Number: 63-049-09-01

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 location and size. Also, to determine road locations. The Unit Manager or his/her representative must be contacted at least 5 working 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.

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height. In addition, no chip piles will may exceed 4 inches in height.

5.2.1.10 - No slash in openings (12/08)

No brush or logging debris is to be left on the wildlife opening. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) #'s 1, and 3, 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.

5.2.32 - 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.

Sale Name: Longbeard Pine Sale Number: 63-049-09-01

5.2.43 - Opening protection (12/08)

No activities are permitted in openings marked on the timber sale map with the letter "G". Any damage to the openings shall be repaired according to specifications of the Unit Manager or his/her representative.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (1/09)

The purchaser is responsible for posting and maintaining caution signs on 3 Mile RD., and 2 Mile RD. 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 (1/09)

The Purchaser is responsible for posting caution signs on the Little Manistee ORV Route, and the Motorcycle Trail in Unit #1 prior to beginning operations. The trail must be posted 200 feet 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 year round. The Purchaser will provide these signs.

RECREATION RED (040-09-01)
 T19N, R12W, SEC. 25, NWNW.
 T19N, R12W, SEC. 26, E1/2.
 T19N, R12W, SEC. 35, N1/2.
 T19N, R12W, SEC. 36, N1/2, N1/2SW.
 LAKE COUNTY

In response to the notice of sale to be held 3:00 p.m. on June 9, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
SAWLOGS				
RED PINE	\$ 135.00/MBF	\$ _____ X	98.20 MBF	= \$ _____
PULPWOOD				
RED PINE	\$ 38.00/CORD	\$ _____ X	1,389.00 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>
PULPWOOD			
MIX ASPEN	\$ 14.05/CORD	57.00 CORDS	= \$ 800.85
MIX HARDWD	\$ 9.00/CORD	73.00 CORDS	= \$ 657.00
		SUBTOTAL 2	\$ 1,457.85
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____			

*These volumes are statistically estimated within plus (+) or minus (-) 6.67%. 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

**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.*

Sale or Permit No	
Year:	Type:
Forest Area:	

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

EAR PIERCE OAK (041-09-01)
 T19N, R12W, SEC. 25, S1/2NE.
 T19N, R12W, SEC. 25, N1/2SE.
 T19N, R12W, SEC. 25, NESW.
 T19N, R12W, SEC. 35, W1/2NE.
 LAKE COUNTY

In response to the notice of sale to be held 3:00 p.m. on June 9, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME* =</u>	<u>VALUE</u>
SAWLOGS				
RED OAK	\$ 197.00/MBF	\$ _____ X	41.30 MBF	= \$ _____
MIXED OAK	\$ 77.00/MBF	\$ _____ X	50.20 MBF	= \$ _____
PULPWOOD				
RED MAPLE	\$ 10.15/CORD	\$ _____ X	266.00 CORDS	= \$ _____
MIXED OAK	\$ 8.85/CORD	\$ _____ X	632.00 CORDS	= \$ _____
MIX ASPEN	\$ 12.60/CORD	\$ _____ X	196.00 CORDS	= \$ _____
			SUBTOTAL 1	\$ _____

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

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
SAWLOGS			
RED MAPLE	\$ 68.00/MBF	8.50 MBF	= \$ 578.00
MIX ASPEN	\$ 52.00/MBF	9.30 MBF	= \$ 483.60
			SUBTOTAL 2 \$ 1,061.60
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____			

*These volumes are statistically estimated within plus (+) or minus (-) 10.55%. 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.
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 - Partnership
 - Corporation
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 - 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).
 - 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.
- 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.	
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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

LONGBEARD PINE (049-09-01)
 T19N, R13W, SEC. 24, S1/2SE.
 T19N, R12W, SEC. 18, SESE.
 LAKE COUNTY

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<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME* = VALUE</u>
SAWLOGS			
MIXED OAK	\$ 90.00/MBF	\$ _____ X	18.60 MBF = \$ _____
PULPWOOD			
JACK PINE	\$ 8.00/CORD	\$ _____ X	268.00 CORDS = \$ _____
MIXED PINE	\$ 7.00/CORD	\$ _____ X	186.00 CORDS = \$ _____
MIXED OAK	\$ 7.50/CORD	\$ _____ X	111.00 CORDS = \$ _____
			TOTAL BID VALUE \$ _____

*These volumes are statistically estimated within plus (+) or minus (-) 14.25%. 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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VERIFICATION OF WORKER'S DISABILITY
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Sale or Permit No

Year:

Type:

Forest Area:

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_____ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
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I hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.

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