



DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

GREEN BIRCH / T35N, R25W, SEC. 07, NENE, SENE, SWNE, NESE, NWSE.
T35N, R25W, SEC. 07, SWSE.
T35N, R25W, SEC. 08, SWNW.
MENOMINEE COUNTY (Appr. \$16,016.50)

CHEESE DRIER / T36N, R27W, SEC. 19, NENE.
T36N, R27W, SEC. 20, NWNW, SWNW.
MENOMINEE COUNTY (Appr. \$36,521.00)

RED OAK THINNING / T34N, R29W, SEC. 01, SWSW, NWSW, SWNW.
T34N, R29W, SEC. 02, SESE, NESE, SENE.
T34N, R29W, SEC. 12, NWNW.
T34N, R29W, SEC. 11, NENE.
MENOMINEE COUNTY (Appr. \$31,705.30)

SALE DATE AND TIME: 4:00 p.m. on December 10, 2009.

ESCANABA

Access to Cheese Drier Sale over private property north of the sale is not permitted by the landowner from November 15 through November 30. The landowners may grant permission to cross their property to view the sale beginning December 1.

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

1. Bid Location, Date, and Time: Bids must be received by the Unit Manager, Escanaba Management Unit, 6833 Hwy 2, 41 & M-35, Gladstone, MI 49837, no later than 4:00 p.m. on December 10, 2009. For further information concerning this sale, contact the Unit Manager at 906-786-2354.
2. Bidder's Qualifications: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the 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

GREEN BIRCH (003-09-01)

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>
PULPWOOD		
P. BIRCH	122.00 CORDS	\$ 19.55/CORD
Q. ASPEN	340.00 CORDS	\$ 25.10/CORD
MIX HARDWD	139.00 CORDS	\$ 24.80/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		
P. BIRCH	1.90 MBF	\$ 39.00/MBF
WHITE PINE	1.90 MBF	\$ 69.00/MBF
MIX HARDWD	1.70 MBF	\$ 174.00/MBF
PULPWOOD		
WHITE PINE	12.00 CORDS	\$ 19.50/CORD
MIX SOFTWD	44.00 CORDS	\$ 20.80/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 13.30 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

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

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	46%
2	18%
3	05%
4	08%
5	06%
6	05%
7	12%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on December 31, 2012.



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

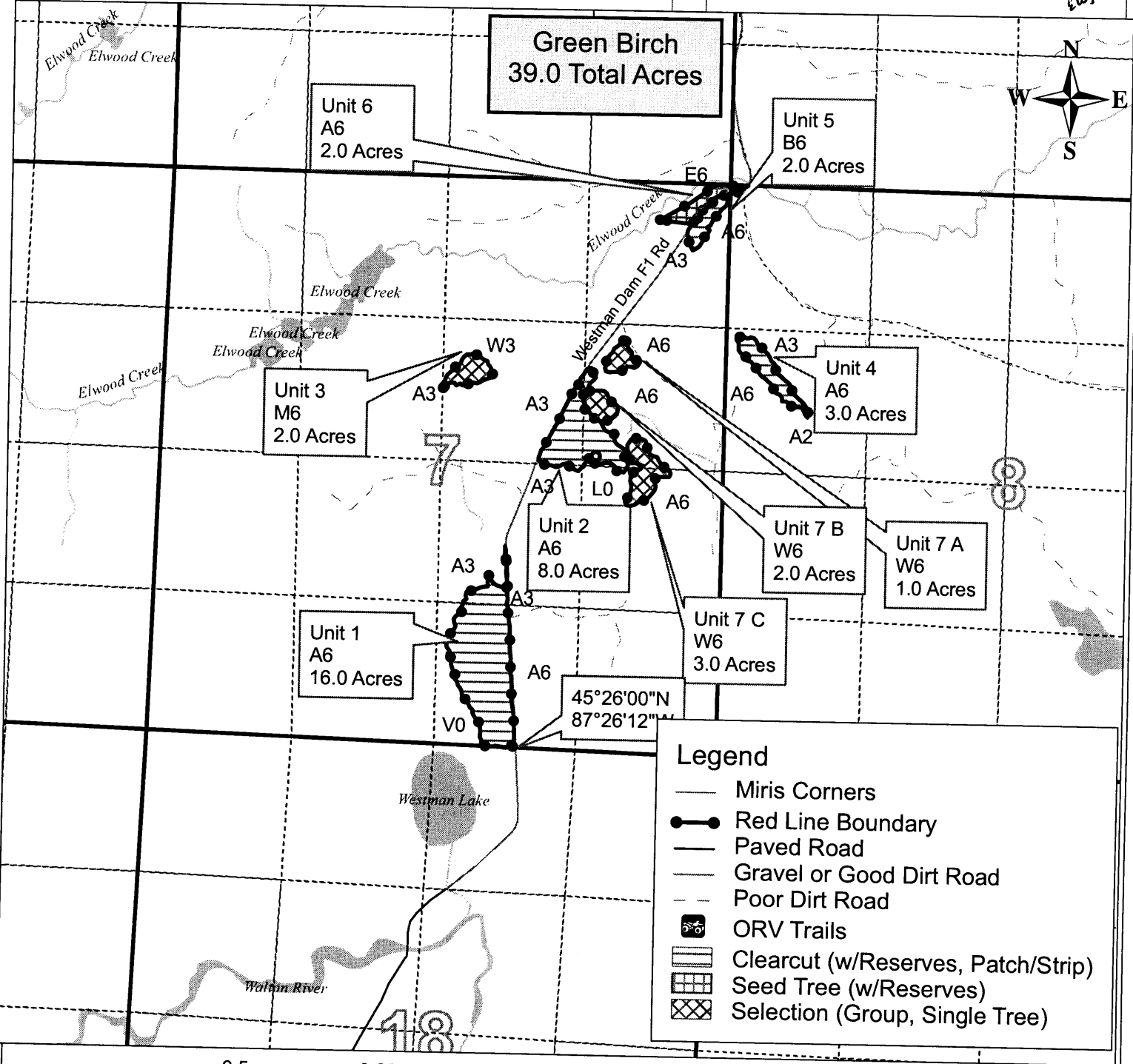
This information is provided by authority of Part 525 of Act 451, PA 1994, as amended.

SALE NUMBER 33-003-09-01	YEAR 2009
DATE 5/20/2009	PAGE OF 1 1

FOREST MANAGEMENT UNIT Escanaba		COUNTY Menominee	MAPPED BY Alyssa Nugent CRUISED BY Dan Racine, Alyssa Nugent
TOWNSHIP T35N	RANGE R25W	SECTION(S) AND SUBDIVISION(S) 7-NENE, SENE, SWNE, NESE, NWSE, SWSE 8-SWNW	

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			



Sale Specific Conditions & Requirements

Sale Name: Green Birch Sale Number: 33-003-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is and Payment Unit boundaries are marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries 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

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

Within Payment Unit(s) 1, 2, 4, and 5, cut all trees which meet minimum piece specifications in 2.2 Utilization with the exception of those trees as listed as leave trees. Cutting exceptions for each unit are listed in cutting specification 2.4.1. Leave trees identified in accordance with 2.4.1 - Leave trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 3 and 7(a,b,c), all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

In Payment Unit 3, cut all aspen and birch. Cut all spruce and fir except do not cut those spruce and fir marked with an orange X.

In Payment Unit 7(a,b,c), cut all aspen and birch. Cut all spruce and fir with 3 or more merchantable pulpwood sticks.

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

Within Payment Unit(s) 6, all aspen, paper birch and those spruce and fir trees with 3 or more merchantable pulpwood sticks are designated for cutting which meet minimum piece specifications in 2.2 Utilization regardless of merchantability.

2.4 - Special Protection

Sale Name: Green Birch Sale Number: 33-003-09-01

2.4.1 - Leave trees (1/09)

Payment Unit 1- Do not cut any birch trees that are marked with green paint.

Payment Unit 2- Do not cut any birch trees marked with green paint, pine, cedar, or hemlock. Do not cut spruce and fir with fewer than 3 merchantable pulpwood sticks.

Payment Unit 4- Do not cut any ash, cedar, or hemlock. Do not cut spruce and fir with fewer than 3 merchantable pulpwood sticks.

Payment Unit 5- Do not cut any hemlock. Do not cut spruce and fir with fewer than 3 merchantable pulpwood sticks.

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. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.4 - Grading (12/08)

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

4.2.5 - 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

5.2.1.2 - Slash Removal

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

All slash must be removed at least 50 feet from the cleared right-of-way of Westman Dam Road.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.32 - Decking/landing restoration (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.

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 Westman Dam Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

CHEESE DRIER (029-09-01)

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 HARDWD	29.60 MBF	\$ 142.00/MBF
PULPWOOD		
P. BIRCH	306.00 CORDS	\$ 20.20/CORD
Q. ASPEN	261.00 CORDS	\$ 30.25/CORD
BALSAM FIR	179.00 CORDS	\$ 20.80/CORD
W. SPRUCE	157.00 CORDS	\$ 23.15/CORD
MIX HARDWD	364.00 CORDS	\$ 29.90/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 11.76 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$2,000.00 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	12%
2	27%
3	27%
4	34%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on September 30, 2012.



TIMBER SALE MAP

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

Sale Number	Year
33-029-09-01	2009

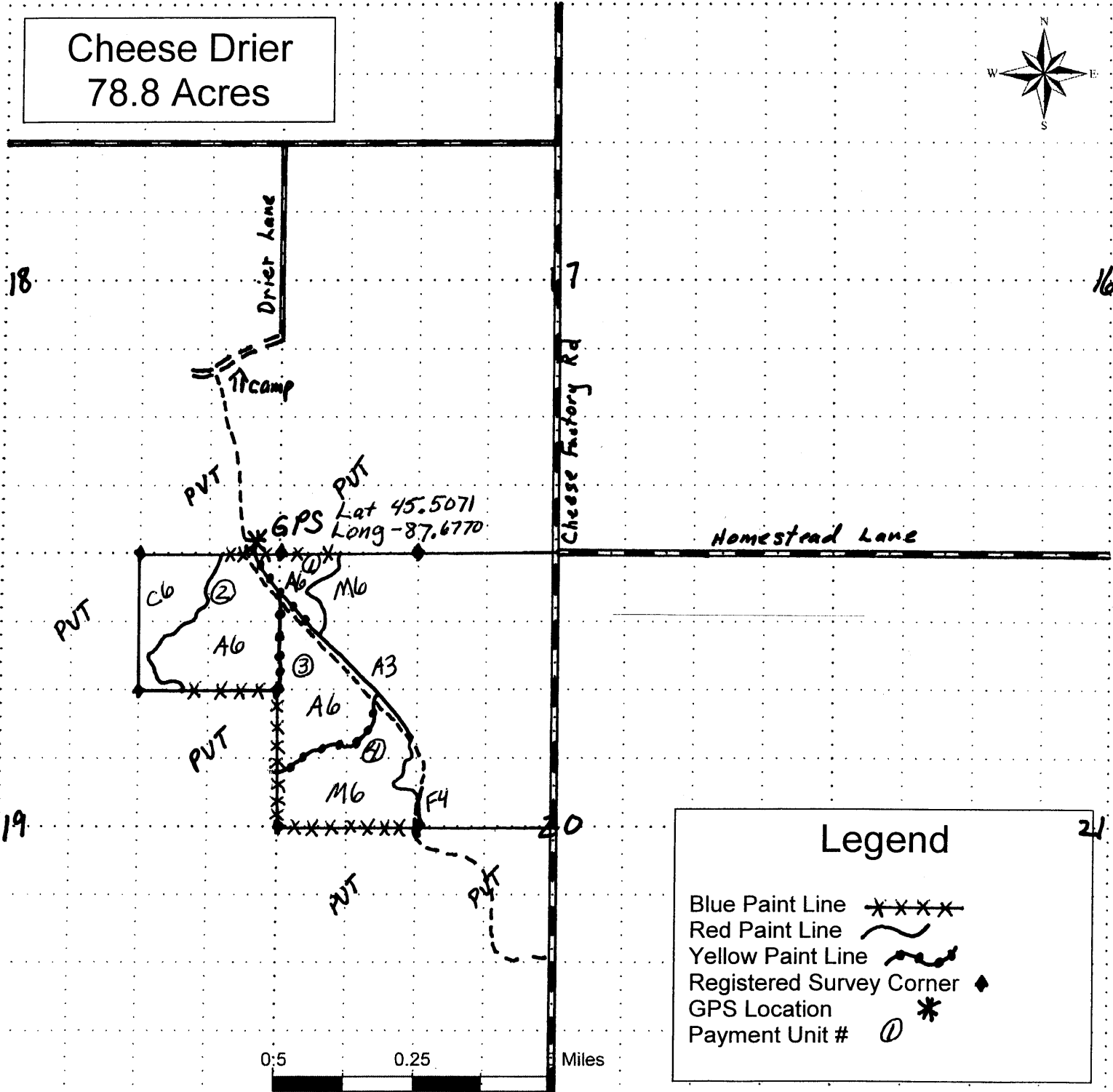
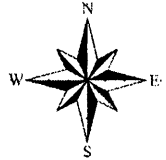
Forest Management Unit Escanaba	County Menominee	Mapped By Durbin	Date 07/22/2009	Page 1	of 1
		Cruised By Durbin, Salter			

Township T36N	Range R27W	Section(s) and Subdivision(s) 19 NENE and 20 NWNW, SWNW
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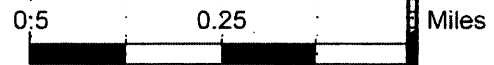
Cover Type				Density	
A = Aspen	G = Grass	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	2 = Seedling Sapling Medium	7 = Saw Timber Poor
D = Treed Bog	L = Lowland Brush	R = Red Pine	X = Non Stocked	3 = Seedling Sapling Well	8 = Saw Timber Medium
E = Swamp Hdwoods	M = Mpl, Bch, Brch	S = Black Spruce	Z = Water	4 = Pole Timber Poor	9 = Saw Timber Well
F = Spruce Fir	N = Marsh	T = Tamarack			

EWT

Cheese Drier
78.8 Acres



Legend	
Blue Paint Line	XXXXX
Red Paint Line	~~~~~
Yellow Paint Line	- - - - -
Registered Survey Corner	◆
GPS Location	*
Payment Unit #	①



Sale Specific Conditions & Requirements

Sale Name: Cheese Drier Sale Number: 33-029-09-01

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, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut blue or red painted boundary line trees. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2 and 3, cut all trees which meet minimum piece specifications in 2.2 Utilization except white and red pine, cedar, hemlock, oak, yellow birch and beech. Also, where possible, do not cut or damage advanced regeneration.

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

Within Payment Unit(s) 4, all trees, except those listed below, are designated for cutting which meet minimum piece specifications in 2.2 Utilization. Do Not Cut hemlock, cedar, pine, oak, yellow birch and beech. Do Not Cut maple and ash that measure less than 8 inches DBH (4.5 feet above ground height). If a clump of maple or ash has a stem 8 inches or greater in DBH, the entire clump is designated for cutting. Also, minimize damage to advanced regeneration of balsam fir and spruce.

2.1.9 - Harvest exception (12/08)

Do not cut any cedar, hemlock and pine trees other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing cedar, hemlock and pine and to leave an intact stand upon sale completion. All cut cedar, hemlock and pine shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative. Stumpage price for cedar shall be \$50.00 per cord for posts and pulpwood and \$100.00 per cord for bolts and sawlogs. Stumpage price for hemlock and pine shall be \$30.00 per cord for pulpwood. Stumpage price for pine shall be \$200.00 per MBF for sawlogs.

2.1.11 - Description of timber note (2/04)

Note that mixed hardwood pulpwood is mostly red and sugar maple with some ash and basswood. Spruce pulpwood is mostly white spruce with some black spruce. Mixed hardwood sawlogs are mostly sugar and red maple with some ash and basswood.

3 - Payments

3.3.4 - Dividing payment units (12/08)

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

4 - Transportation

4.1 - 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 or spurs built in the sale area 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 of stumps and logs covered with earth at the beginning of the new road. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or during wet weather conditions.

4.2.4 - Grading (12/08)

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

4.4 - Access

4.4.1 - Private property access (12/08)

Permission for access across private land is the responsibility of the purchaser. The landowner to the north of the timber sale has indicated that he will allow access through his property, but it is up to each contractor to obtain permission to access the sale through his property. The private landowner has indicated an operating and hauling restriction from about mid-November to December 1. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

5 - Operations

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.

5.2.2 - 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.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (12/04)

It is recommended, but not required, that within Payment Unit(s) 2, 3 and 4, cutting and skidding occur during dry summer conditions. This restriction is because portions of these units are poorly drained and seasonally wet. If rutting becomes a problem, the remainder of the payment unit will have to be harvested between December 1 and March 31.

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.

5.4 - 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.

RED OAK THINNING (032-09-01)

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	106.40 MBF	\$ 133.00/MBF
WHITE PINE	58.60 MBF	\$ 74.00/MBF
PULPWOOD		
RED OAK	330.00 CORDS	\$ 20.00/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>
SAWLOGS		
WHITE OAK	1.10 MBF	\$ 133.00/MBF
RED PINE	28.60 MBF	\$ 90.00/MBF
PULPWOOD		
WHITE OAK	8.00 CORDS	\$ 20.00/CORD
WHITE PINE	72.00 CORDS	\$ 25.00/CORD
RED PINE	22.00 CORDS	\$ 34.75/CORD
MIX HARDWD	37.00 CORDS	\$ 31.70/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 24.19 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$2,000.00 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	25%
2	12%
3	42%
4	21%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on March 31, 2013.

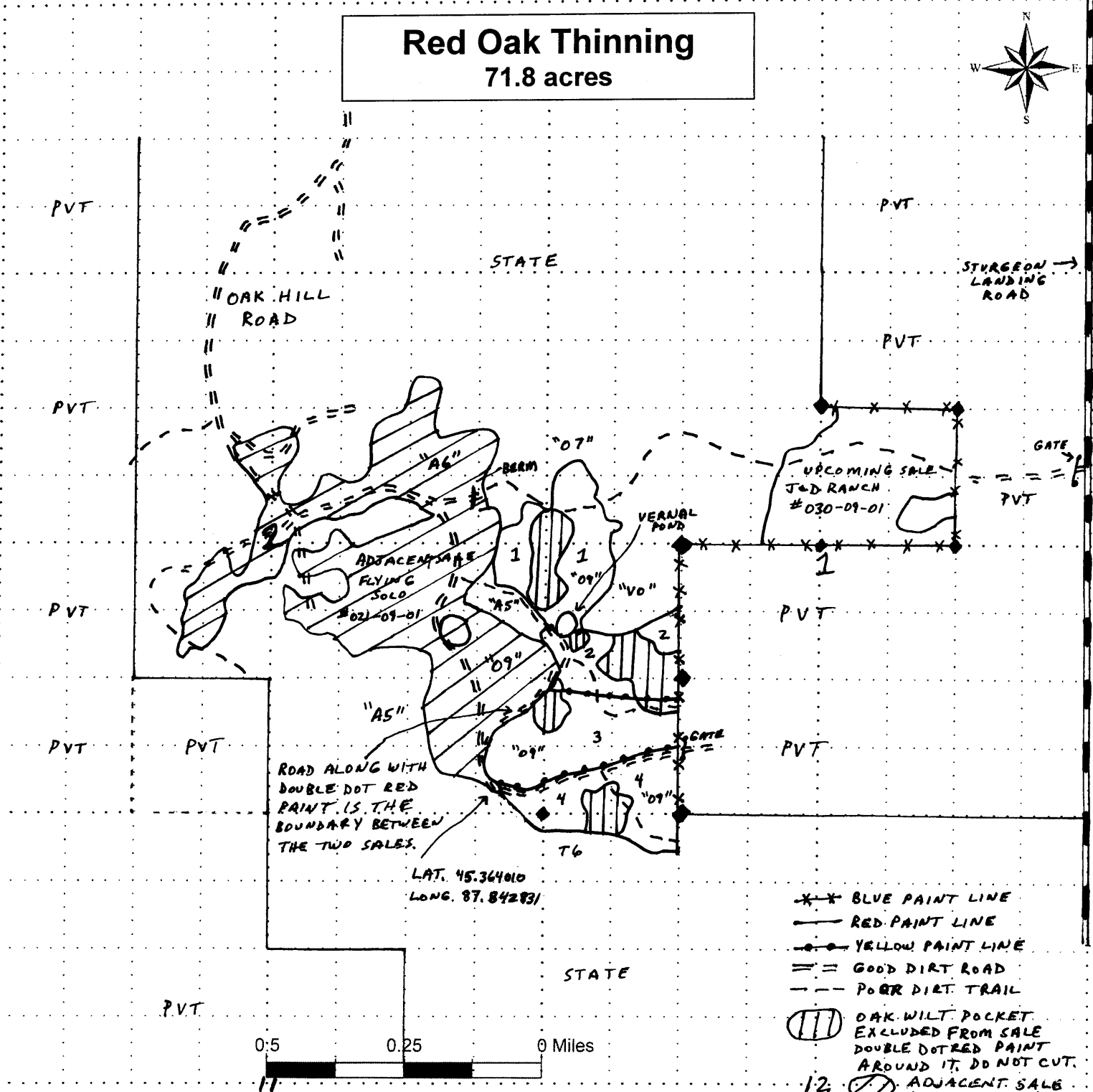
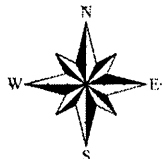


Forest Management Unit Escanaba	County Menominee	Mapped By Salter	Date 8/29/2009	Page 1	of 1
Township 34N	Range 29W	Cruised By Salter, Durbin	Section(s) and Subdivision(s) 1SWSW, NWSW, SWNW, 2SESE, NESE, SENE, 11NENE, 12NWNW		

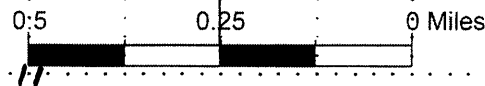
Cover Type				Density		
A = Aspen	G = Grass	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium	
B = Paper Birch	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	1 = Seedling Sapling Poor	6 = Pole Timber Well	
C = Cedar	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	2 = Seedling Sapling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

Red Oak Thinning

71.8 acres



LAT. 45.364010
 LONG. 87.842831



- BLUE PAINT LINE
- RED PAINT LINE
- YELLOW PAINT LINE
- GOOD DIRT ROAD
- POOR DIRT TRAIL
- (//) OAK WILT POCKET EXCLUDED FROM SALE DOUBLE DOT RED PAINT AROUND IT, DO NOT CUT.
- (//) ADJACENT SALE "FLYING SOLO"

Sale Specific Conditions & Requirements

Sale Name: Red Oak Thinning Sale Number: 33-032-09-01

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, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The boundaries around the oak wilt pockets and where this sale is adjacent to the Flying Solo sale are painted with two dots of red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior payment unit boundary are only to be cut when all surrounding payment units have been paid for and are marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, and 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within units 1, 2, and 3 cut all aspen, maple, and ironwood that is three inches or more measured at DBH. If a clump of maple has at least one stem with a diameter greater than three inches the entire clump must be cut. Within payment unit 4, cut all aspen, maple, ironwood, balsam fir, spruce, and tamarack greater than four inches in diameter. Dead oak is included timber within the sale area, the contractor may cut it whether it has orange paint or not. The sapling oak must be protected within the entire sale area.

2.1.11 - Description of timber note (2/04)

Note that the mixed hardwood pulpwood volume contains about 4 cords of aspen. The majority of the red oak sawlog volume contains primarily just red oak, but there is a minor amount of pin oak mixed in.

2.2 - Utilization

2.2.4 - Skidding length (2/09)

Skidding of lengths over 17 feet is not permissible.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) that have a value over \$14,000 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.1 - Construction

4.1.8 - Road work (1) (8/07)

The following road work is required: the contractor is responsible for hauling and spreading 180 cubic yards of gravel on a number of areas along the Oak Hill Road starting from Z-1 Lane. The timber sale administrator will identify the areas where the fill is to be placed. Gravel is available from a state pit which is about 15 miles from the sale. Otherwise the contractor must obtain the gravel on their own. The road work must be completed prior to any hauling taking place. All roads used during the course of the timber sale must be leveled when the sale is completed.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or other wet weather conditions.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.2 - Slash Removal

5.2.1.2.6 - Slash removal, general (7/05)

All slash must be removed from around the identified oak wilt pockets to facilitate treatment in the future. No slash can be left within 20 feet of the double dot red paint lines around the oak wilt pockets. Extreme care must be taken to prevent damage to the paint and flag lines around these areas.

5.2.3 - Operating Restrictions

5.2.3.4 - Oak wilt restriction (12/08)

Within Payment Unit(s) 1, 2, 3, and 4, unless changed by written agreement, cutting and skidding 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.

5.2.32 - 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 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.

5.4.6 - Wet area protection (3/09)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Timber harvesting can occur in this area, but the canopy closure should not be reduced to less than 70%. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

7 - Other Conditions

7.3 - Contract Modifications

7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

GREEN BIRCH (003-09-01)

T35N, R25W, SEC. 07, NENE, SENE, SWNE, NESE, NWSE.
 T35N, R25W, SEC. 07, SWSE.
 T35N, R25W, SEC. 08, SWNW.
 MENOMINEE COUNTY

In response to the notice of sale to be held 4:00 p.m. on December 10, 2009, 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>
<u>PULPWOOD</u>				
P. BIRCH	\$ 19.55/CORD	\$ _____ X	122.00 CORDS	= \$ _____
Q. ASPEN	\$ 25.10/CORD	\$ _____ X	340.00 CORDS	= \$ _____
MIX HARDWD	\$ 24.80/CORD	\$ _____ X	139.00 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>			
P. BIRCH	\$ 39.00/MBF	1.90 MBF	= \$ 74.10
WHITE PINE	\$ 69.00/MBF	1.90 MBF	= \$ 131.10
MIX HARDWD	\$ 174.00/MBF	1.70 MBF	= \$ 295.80
<u>PULPWOOD</u>			
WHITE PINE	\$ 19.50/CORD	12.00 CORDS	= \$ 234.00
MIX SOFTWD	\$ 20.80/CORD	44.00 CORDS	= \$ 915.20
SUBTOTAL 2			\$ <u>1,650.20</u>

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

*These volumes are statistically estimated within plus (+) or minus (-) 13.30%. 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

CHEESE DRIER (029-09-01)
 T36N, R27W, SEC. 19, NENE.
 T36N, R27W, SEC. 20, NWNW, SWNW.
 MENOMINEE COUNTY

In response to the notice of sale to be held 4:00 p.m. on December 10, 2009, 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				
MIX HARDWD	\$ 142.00/MBF	\$ _____ X	29.60 MBF	= \$ _____
PULPWOOD				
P. BIRCH	\$ 20.20/CORD	\$ _____ X	306.00 CORDS	= \$ _____
Q. ASPEN	\$ 30.25/CORD	\$ _____ X	261.00 CORDS	= \$ _____
BALSAM FIR	\$ 20.80/CORD	\$ _____ X	179.00 CORDS	= \$ _____
W. SPRUCE	\$ 23.15/CORD	\$ _____ X	157.00 CORDS	= \$ _____
MIX HARDWD	\$ 29.90/CORD	\$ _____ X	364.00 CORDS	= \$ _____

TOTAL BID VALUE \$ _____

*These volumes are statistically estimated within plus (+) or minus (-) 11.76%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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 (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.

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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.
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

RED OAK THINNING (032-09-01)

T34N, R29W, SEC. 01, SWSW, NWSW, SWNW.
T34N, R29W, SEC. 02, SESE, NESE, SENE.
T34N, R29W, SEC. 12, NWNW.
T34N, R29W, SEC. 11, NENE.

MENOMINEE COUNTY

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<u>SAWLOGS</u>				
RED OAK	\$ 133.00/MBF	\$ _____ X	106.40 MBF	= \$ _____
WHITE PINE	\$ 74.00/MBF	\$ _____ X	58.60 MBF	= \$ _____
<u>PULPWOOD</u>				
RED OAK	\$ 20.00/CORD	\$ _____ X	330.00 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>			
WHITE OAK	\$ 133.00/MBF	1.10 MBF	= \$ 146.30
RED PINE	\$ 90.00/MBF	28.60 MBF	= \$ 2,574.00
<u>PULPWOOD</u>			
WHITE OAK	\$ 20.00/CORD	8.00 CORDS	= \$ 160.00
WHITE PINE	\$ 25.00/CORD	72.00 CORDS	= \$ 1,800.00
RED PINE	\$ 34.75/CORD	22.00 CORDS	= \$ 764.50
MIX HARDWD	\$ 31.70/CORD	37.00 CORDS	= \$ 1,172.90
SUBTOTAL 2			\$ <u>6,617.70</u>

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

*These volumes are statistically estimated within plus (+) or minus (-) 24.19%. 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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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

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_____ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. ()	
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Signature of Owner or Authorized Representative

Title

Date