

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

SUCKER RIVER MIX / T49N, R13W, SEC. 13, SENW, W1/2SE, NESW, S1/2SW. T49N, R13W, SEC. 14, SESW, W1/2SE, SESE. T49N, R13W, SEC. 23, NENE. T49N, R13W, SEC. 24, N1/2NW. ALGER COUNTY (Appr. \$20,341.65)

BROWN HAND RED PINE / T46N, R14W, SEC. 31, SENE, NESE. T46N, R14W, SEC. 32, W1/2SW, SESW, SWSE. T45N, R14W, SEC. 05, NW1/4, E1/2NE. T45N, R14W, SEC. 06, E1/2NE. SCHOOLCRAFT COUNTY (Appr. \$44,541.70)

BLUEBERRY PINE / T47N, R14W, SEC. 25, NE1/4 NE1/4. T47N, R14W, SEC. 13, NE1/4, NWSE. T47N, R14W, SEC. 24, E1/2 SW, S1/2 SE1/4, SENW, NWSE. SCHOOLCRAFT COUNTY (Appr. \$17,505.50)

SALE DATE AND TIME: 10:00 a.m. on October 8, 2009.

SHINGLETON

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

1. <u>Bid Location, Date, and Time</u>: Bids must be received by the Unit Manager, Shingleton Management Unit, M-28 West, PO Box 67, Shingleton, MI 49884, no later than 10:00 a.m. on October 8, 2009. For further information concerning this sale, contact the Unit Manager at 906-452-6227.

2. <u>Bidder's Qualifications</u>: 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 <u>not permitted</u> 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. <u>Preparation of Sealed Bids</u>: 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. <u>Submission of Sealed Bids</u>: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an <u>envelope clearly identified</u> 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. <u>Public Opening of Sealed Bids</u>: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

6. <u>Award of Contract</u>: 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. <u>Down Payment:</u> 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. <u>Performance Security</u>: 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. <u>Timber Sale Contract</u>: Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at <u>www.michigan.gov/dnr</u>. 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

SUCKER RIVER MIX (013-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> 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:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
W. SPRUCE	200.00 CORDS	\$ 10.15/CORD
WHITE PINE	346.00 CORDS	\$ 7.80/CORD
MIX ASPEN	161.00 CORDS	\$ 13.25/CORD
MIX HARDWD	510.00 CORDS	\$ 18.90/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
SUG. MAPLE	.50 MBF	\$ 321.00/MBF
RED MAPLE	1.60 MBF	\$ 96.00/MBF
W. SPRUCE	4.50 MBF	\$ 28.00/MBF
WHITE PINE	8.30 MBF	\$ 39.00/MBF
RED PINE	11.20 MBF	\$ 90.00/MBF
PULPWOOD		
BALSAM FIR	91.00 CORDS	\$ 7.70/CORD
RED PINE	46.00 CORDS	\$ 18.60/CORD
JACK PINE	41.00 CORDS	\$ 12.50/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 11.92 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.

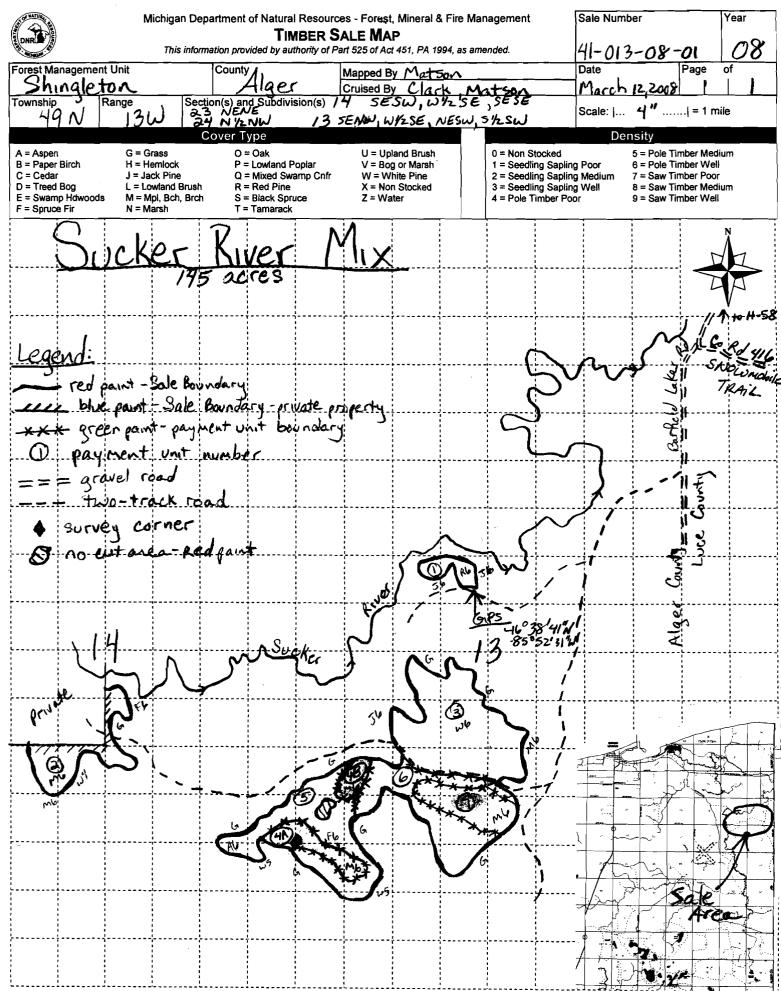
BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,017.00 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:

PAYMENT UNIT NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
1			10%		
2			08 8		
3			28%		
4			05%		
5			28%		
6			14%		
7			078		

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.



PR 4030-1b (Rev. 05/24/2007)

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Sale Specific Conditions & Requirements

Sale Name: Sucker River Mix Sale Number: 41-013-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green 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 green 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 (5/07)

Within Payment Unit(s) 1, 3 and 6, cut all trees which meet minimum piece specifications in 2.2 Utilization EXCEPT unmarked white spruce, red pine and white pine. Red pine, white pine and white spruce marked with orange paint above and below stump height are designated for cutting. Reserve trees identified in accordance with 2.1.12 - Reserve trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.3 - Cut tree marked unit(s) (8/04)

Within Payment Unit(s) 2, 4A, 4B and 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.7 - Leave tree marked unit(s) (8/04)

Within Payment Unit(s) 5, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting EXCEPT trees marked with green paint above and below stump height. Reserve trees identified in accordance with 2.1.12 - Reserve trees, within leave tree marked unit boundaries, are not Included Timber and are to be protected.

2.1.12 - Reserve trees (2/04)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are Hemlock and Oak in all units. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$50 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 8 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 12 inches DBH. This is to facilitate planting operations.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (6/07)

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

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Fill material must be approved by the Unit Manager or their 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 (2/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or their representative must be contacted at least 5 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 10 feet from the cleared right-of-way of forest roads.

5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.9 - Beech hauling restriction (9/08)

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

5.2.15 - Bark beetle restriction (2/04)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or their representative, within fifteen days of being severed from the stump. Pine logs, pulpwood piles and treetop piles for chipping that are decked 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 option if the risk of damage warrants.

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

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

5.2.41 - Snowmobile trail protection (4/07)

County Road 416 is a snowmobile trail and is shown on the Timber Sale Map. If the trail is used, it must be maintained throughout the sale and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31.

5.4 - Soil Protection

Sale Name: Sucker River Mix Sale Number: 41-013-08-01

5.4.1 - Rutting restriction, general (5/08)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (9/05)

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

7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/04)

The sale area has received damage from Beech Bark disease. The purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

BROWN HAND RED PINE (027-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> 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:

SPECIES		ESTIMATED VOLUME*	AP	APPRAISED PRICE			
	SAWLOGS						
	RED PINE	101.10 MBF	\$	104.00/MBF			
	PULPWOOD						
	B. SPRUCE	396.00 CORDS	\$	15.00/CORD			
	RED PINE	559.00 CORDS	\$	21.40/CORD			
	JACK PINE	389.00 CORDS	\$	18.75/CORD			
	MIX ASPEN	383.00 CORDS	\$	14.35/CORD			

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

SPECIES ESTIMATED VOLU		ESTIMATED VOLUME*	UME* APPRAISED PR		
	SAWLOGS				
	WHITE PINE	2.20 MBF	\$	41.00/MBF	
	PULPWOOD				
	P. BIRCH	13.00 CORDS	\$	13.05/CORD	
	TAMARACK	267.00 CORDS	\$	6.15/CORD	
	WHITE PINE	152.00 CORDS	\$	7.40/CORD	
	MIX HARDWD	23.00 CORDS	\$	13.40/CORD	

*The volumes are statistically estimated within plus (+) or minus (-) 18.09 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.

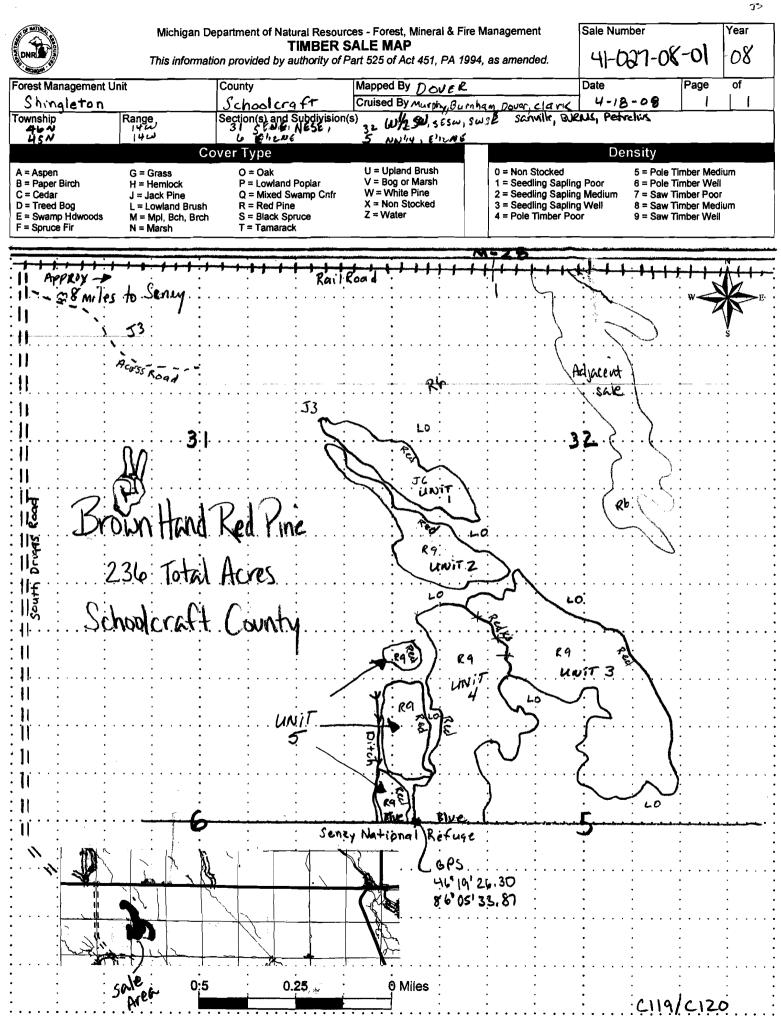
BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,227.00 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.
- 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: PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE

1			12%	
2			12%	
3			35%	
4			30%	
5			11%	
	A-1	LL. 100	 	

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.



PR 4030-1c (Rev. 05/24/2007)

Sale Specific Conditions & Requirements

Sale Name: Brown Hand Red Pine Sale Number: 41-027-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by red and blue paint. Exterior sale boundary lines against Seney National Wildlife Refuge 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

2.1.3 - Cut tree marked unit(s) (8/04)

Within Payment Unit(s) 1-5, red pine and white pine are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all other species except OAK and HEMLOCK which meet minimum piece specification in 2.2 Utilization.

2.1.12 - Reserve trees (2/04)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are all OAK and HEMLOCK The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$50.00 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit 1 and 2 shall not exceed 8 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 12 inches DBH. This is in order to facilitate reforestation. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 3 & 4 only 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

4.1.5 - Culverts (3/08)

Roads may require the installation of culverts at cross drainages on wet soils, or across natural drainage-ways. Culverts shall be placed in locations specified by the sale administrator and shall be new, corrugated metal, and sized as appropriate for the crossing. Culverts shall be installed prior to use of the road. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the purchaser.

4.1.6 - Road construction (6/07)

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

4.1.7 - Road closure (4/07)

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

4.2 - Maintenance

4.2.1 - Hauling restriction (3/07)

Hauling may be restricted on forest roads by the Unit Manager or their representative. The restriction may occur during wet weather conditions.

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 (2/08)

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

Sale Name: Brown Hand Red Pine Sale Number: 41-027-08-01

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.2 - Slash Removal

5.2.1.2.6 - Slash removal, general (7/05)All slash must be removed from any drainage ditches encountered. This only applies to slash that is a result of harvesting operations.

5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

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.

5.2.15 - Bark beetle restriction (2/04)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or their representative, within fifteen days of being severed from the stump. Pine logs, pulpwood piles and treetop piles for chipping that are decked 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 option if the risk of damage warrants.

5.2.37 - No decking areas (10/04) No decking is allowed within 50 feet of South Driggs Road.

5.4 - Soil Protection

Sale Name: Brown Hand Red Pine Sale Number: 41-027-08-01

5.4.1 - Rutting restriction, general (5/08)

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

5.4.6 - Wet area protection (9/05)

No harvesting operations, including skidding and felling, are to take place within open marshes without approval of the sale administrator. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (9/05)

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

BLUEBERRY PINE (042-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> 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:

SPECIES	ESTIMATED VOLUME*	AP	APPRAISED PRICE			
SAWLOGS						
WHITE PINE	79.30 MBF	\$	42.00/MBF			
RED PINE	33.50 MBF	\$	138.00/MBF			
PULPWOOD						
WHITE PINE	272.00 CORDS	\$	8.25/CORD			
RED PINE	209.00 CORDS	\$	23.90/CORD			

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

SPECIES	ESTIMATED VOLUME*	AP	PRAISED PRICE
PULPWOOD			
P. BIRCH	25.00 CORDS	\$	10.90/CORD
JACK PINE	53.00 CORDS	\$	19.10/CORD
MIX ASPEN	80.00 CORDS	\$	12.85/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 19.74 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.

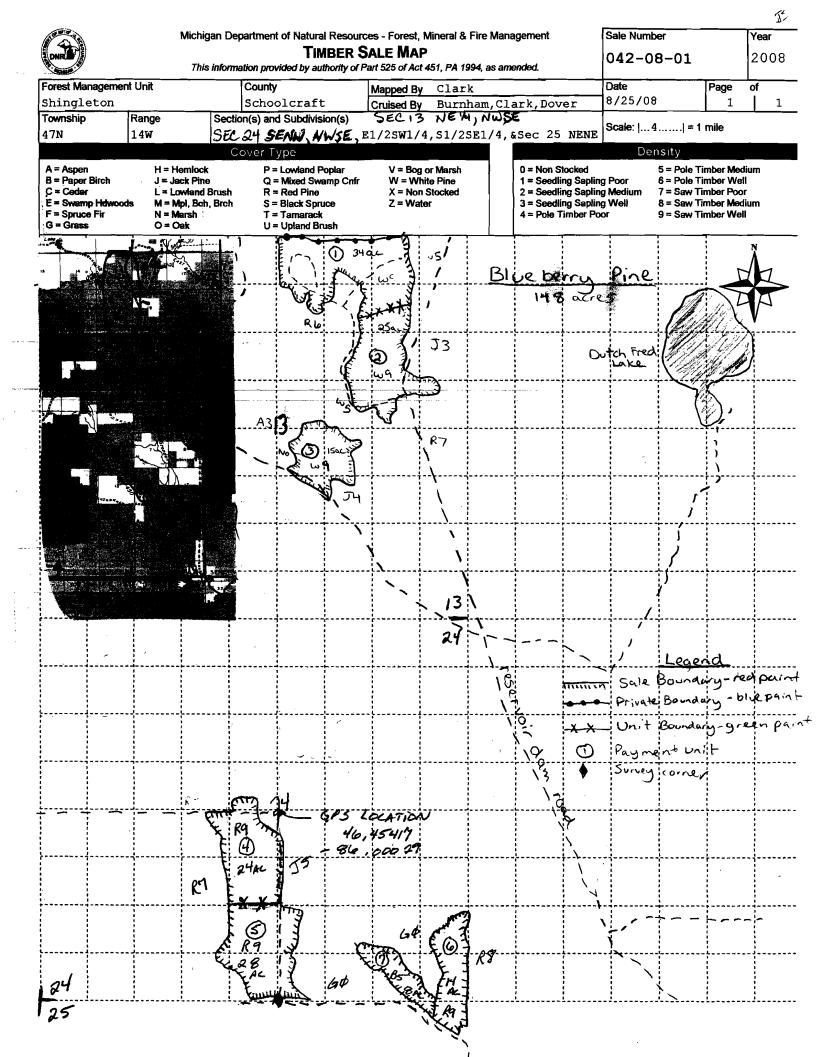
BOND AND PAYMENT SCHEDULE:

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- 1. A bond in the amount of \$875.00 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.
- 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:

PAYMENT	UNIT NU	MBER			PERCE	INT	OF	TOTAL	SALE	VAI	JUE	
	1							11%				
	2							12%				
	3							07%				
	4							27%				
	5							21%				
	6							15%				
	7							07%				
If no cuttin	g takes	place,	the	10%	down	pay	men	t will	not	be	refunde	ed.

5. Operations on the contract issued will terminate on December 31, 2012.



Sale Specific Conditions & Requirements

Sale Name: Blueberry Pine Sale Number: 41-042-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green 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 green paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.3 - Cut tree marked unit(s) (8/04)

Within Payment Unit(s) 1-6 red pine and white pine are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all other trees except red maple and trees marked with blue paint.

2.1.7 - Leave tree marked unit(s) (8/04)

Within Payment Unit(s) 7, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except trees marked with blue paint above and below stump height.

2.1.12 - Reserve trees (2/04)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are oak and hemlock. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$50.00 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 8 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 12 inches DBH. This is in order to facilitate planting operations.

4 - Transportation

4.1 - Construction

Sale Name: Blueberry Pine Sale Number: 41-042-08-01

4.1.6 - Road construction (6/07)

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

4.1.7 - Road closure (4/07)

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

4.2 - Maintenance

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins.

4.2.4 - Grading (5/08)

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 their representative.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (2/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or their representative must be contacted at least 5 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

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not

Sale Name: Blueberry Pine Sale Number: 41-042-08-01

be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.15 - Bark beetle restriction (2/04)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or their representative, within fifteen days of being severed from the stump. Pine logs, pulpwood piles and treetop piles for chipping that are decked 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 option if the risk of damage warrants.

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

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (9/05)

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

<u>SUCKER RIVER MIX (013-08-01)</u> T49N, R13W, SEC. 13, SENW, W1/2SE, NESW, S1/2SW. T49N, R13W, SEC. 14, SESW, W1/2SE, SESE. T49N, R13W, SEC. 23, NENE. T49N, R13W, SEC. 24, N1/2NW. ALGER COUNTY

In response to the notice of sale to be held 10:00 a.m. on October 8, 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.

SPECIES	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME*	= VALUE
PULPWOOD				
W. SPRUCE	\$ 10.15/CORD	\$X	200.00 CORDS	= \$
WHITE PINE	\$ 7.80/CORD	\$ <u> </u>	346.00 CORDS	= \$
MIX ASPEN	\$ 13.25/CORD	\$X	161.00 CORDS	= \$
MIX HARDWD	\$ 18.90/CORD	\$X	510.00 CORDS	= \$

SUBTOTAL 1 \$

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

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME* VALUE
SAWLOGS		
SUG. MAPLE	\$ 321.00/MBF	.50 MBF = \$ 160.50
RED MAPLE	\$ 96.00/MBF	1.60 MBF = \$ 153.60
W. SPRUCE	\$ 28.00/MBF	4.50 MBF = \$ 126.00
WHITE PINE	\$ 39.00/MBF	8.30 MBF = \$ 323.70
RED PINE	\$ 90.00/MBF	11.20 MBF = \$ 1,008.00
PULPWOOD		
BALSAM FIR	\$ 7.70/CORD	91.00 CORDS = \$ 700.70
RED PINE	\$ 18.60/CORD	46.00 CORDS = \$ 855.60
JACK PINE	\$ 12.50/CORD	41.00 CORDS = \$ 512.50
		SUBTOTAL 2 <u>\$ 3,840.60</u>
	SUBTOTAL 1 + SU	BTOTAL 2 = TOTAL BID VALUE \$

*These volumes are statistically estimated within plus (+) or minus (-) 11.92%. 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



TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY

Sale or Permit No

Year:

Forest Area:

Type:

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Please Check Appropriate Categories:

- 1. My business is organized as (you must check one of the boxes below):
 - A. Sole Proprietorship (individual)
 - B. 🔲 Partnership
 - C. Corporation
- 2. You must check <u>one</u> 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. 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		
	ve information is true and correct. I present and future operations.	agree to notify the D	ONR of any changes that occu	Ir in factors affecting my	
Title		Da	te		

BROWN HAND RED PINE (027-08-01) T46N, R14W, SEC. 31, SENE, NESE. T46N, R14W, SEC. 32, W1/2SW, SESW, SWSE. T45N, R14W, SEC. 05, NW1/4, E1/2NE. T45N, R14W, SEC. 06, E1/2NE. SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on October 8, 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.

SPECIES SAWLOGS	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME	= VALUE
RED PINE PULPWOOD	\$ 104.00/MBF	\$X	101.10 MBF	= \$
B. SPRUCE	\$ 15.00/CORD	\$ X	396.00 CORDS	= \$
RED PINE	\$ 21.40/CORD	\$X	559.00 CORDS	= \$
JACK PINE	\$ 18.75/CORD	\$X	389.00 CORDS	= \$
MIX ASPEN	\$ 14.35/CORD	\$X	383.00 CORDS	= \$

SUBTOTAL 1 \$

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

SPECIES	APPRA	APPRAISED PRICE		ESTIMATED VOLUME*			VALUE		
SAWLOGS									
WHITE PINE	\$	41.00/MBF	2.20	MBF	=	\$	90.20		
PULPWOOD									
P. BIRCH	\$	13.05/CORD	13.00	CORDS	=	\$	169.65		
TAMARACK	\$	6.15/CORD	267.00	CORDS	=	\$	1,642.05		
WHITE PINE	\$	7.40/CORD	152.00	CORDS	=	\$	1,124.80		
MIX HARDWD	\$	13.40/CORD	23.00	CORDS	=	\$	308.20		
			S	UBTOTAL 2		<u>\$</u>	3,334.90		

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$

*These volumes are statistically estimated within plus (+) or minus (-) 18.09%. 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



TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY

Sale or Permit No

Year:

Forest Area:

Type:

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Please Check Appropriate Categories:

- 1. My business is organized as (you must check <u>one</u> of the boxes below):
 - A. Sole Proprietorship (individual)
 - B. 🗌 Partnership
 - C. Corporation
- 2. You must check one of the boxes below:
 - A. 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 Employe	es
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Part Time Employees

Name of Business Address		Federal ID (or) S	Federal ID (or) Social Security No.			
		Telephone No.				
City	State	<u>L</u>	Zip + 4			
	bove information is true and correct. I any present and future operations.	gree to notify the Df	NR of any changes that occ	cur in factors affecting my		
Signature of Owner or	Authorized Representative					

BLUEBERRY PINE (042-08-01) T47N, R14W, SEC. 25, NE1/4 NE1/4. T47N, R14W, SEC. 13, NE1/4, NWSE. T47N, R14W, SEC. 24, E1/2 SW, S1/2 SE1/4, SENW, NWSE. SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on October 8, 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.

SPECIES	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME	* = VALUE
SAWLOGS				
WHITE PINE	\$ 42.00/MBF	\$ <u> </u>	79.30 MBF	= \$
RED PINE	\$ 138.00/MBF	\$ <u> </u>	33.50 MBF	= \$
PULPWOOD				
WHITE PINE	\$ 8.25/CORD	\$ <u> </u>	272.00 CORDS	= \$
RED PINE	\$ 23.90/CORD	\$X	209.00 CORDS	= \$

SUBTOTAL 1 \$

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

SPECIES PULPWOOD	APPRA	AISED PRICE	ESTIMATED	VOLUME *		7	ALUE
P. BIRCH	\$	10.90/CORD	25.00	CORDS	=	\$	272.50
JACK PINE	\$	19.10/CORD	53.00	CORDS	=	\$	1,012.30
MIX ASPEN	\$	12.85/CORD	80.00	CORDS	=	\$	1,028.00

SUBTOTAL 2 <u>\$ 2,312.80</u>

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$

*These volumes are statistically estimated within plus (+) or minus (-) 19.74%. 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

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TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY

Sale or Permit No

Year:

Forest Area:

Type:

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

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 - C. Corporation
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 - 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. 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 Address		Federal ID (or) So	Federal ID (or) Social Security No.		
		Telephone No.			
City State		Zip + 4			
	ove information is true and correct. I ag y present and future operations.	iree to notity the DNI	R of any changes that occ	cur in factors affecting my	
Signature of Owner or A	Authorized Representative				
				<u> </u>	