

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

TIMBER SALE PROSPECTUS (4388)

SCHEDULED SALE DATE AND TIME: 3:00PM on June 08, 2011.

LOCATION: CRYSTAL FALLS MGT UNIT, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales.

Please be aware that some landowners may request 60 days or more notice for access across their land.

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

MATAMOOSY (12-009-10-01) / T41N, R29W, SEC.01, NWNW, NENW, NWNE, SWNE, SWNW.

DICKINSON COUNTY (Advertised Price \$26,249.50), 73.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private land.

MOTHER LOAD (12-011-10-01) / T42N, R27W, SEC.14, SWSW,SWSE.

T42N, R27W, SEC.15, N1/2NE, SWNE, SE1/4, NESW, SWSW.

T42N, R27W, SEC.21, NENE, NESE.

T42N, R27W, SEC.22, N1/2SW,S1/2NE,NENE.

DICKINSON COUNTY (Advertised Price \$224,033.20), 399.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private or state forest land.

MANY HELPING HANDS SALE (12-012-10-01) / T42N, R27W, SEC.13, SE1/4, N1/2SW, SESW.

T42N, R27W, SEC.14, W1/2NW, SENW, SWNE, NESE, NWSE.

T42N, R27W, SEC.23, NENE, SENE, SE1/4.

DICKINSON COUNTY (Advertised Price \$93,741.45), 237.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private or state forest land.

BID INSTRUCTIONS (VER. 02/24/2011):

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

Bids must be received by the Unit Manager, CRYSTAL FALLS OFFICE, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920, no later than 3:00PM on June 08, 2011. For further information concerning this sale, contact Don Mankee at 906-875-6622.

2. Bidder's Qualifications (1/11)

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

3. Preparation of Sealed Bids (1/11)

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

4. Submission of Sealed Bids (1/11)

Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) 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 (1/11)

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

9. Timber Sale Contract (1/11)

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 (1/11)

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

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

11. Certification and Chain-of-Custody (1/11)

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

RODNEY STOKES Director

TIMBER SALE INFORMATION

MATAMOOSY (12-009-10-01)

T41N, R29W, SEC.01.

DICKINSON COUNTY (Advertised Price \$26,249.50)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private land.

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

ESTIMATED VOLUME*	AD\	/ERTISED PRICE
23.10 MBF	\$	122.00 / MBF
279.00 Cords	\$	30.00 / Cord
338.00 Cords	\$	21.00 / Cord
	23.10 MBF 279.00 Cords	23.10 MBF \$ 279.00 Cords \$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$7,963.30:

PRODUCTS & SPECIES Sawlogs	ESTIMATED VOLUME*	<u>AD\</u>	/ERTISED PRICE
Mixed Hardwood	6.40 MBF	\$	177.00 / MBF
Paper Birch	7.30 MBF	\$	132.00 / MBF
Sugar Maple	9.10 MBF	\$	239.00 / MBF
Pulpwood			
Basswood	70.00 Cords	\$	8.00 / Cord
Mixed Softwood	63.00 Cords	\$	24.00 / Cord
Paper Birch	54.00 Cords	\$	30.00 / Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 24.05 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 must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	19%
02	25%
03	30%
04	13%
05	13%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2012.

Sale Specific Conditions & Requirements

Sale Name: Matamoosy Sale Number: 12-009-10-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 5, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except do not cut Pines, Oak, Hemlock, Cedar or Cherry trees. Reserve trees identified in accordance with 2.4.2 - Reserve 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) 2, 3, and 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.4 - Skidding length (2/09)

Skidding of lengths over 17 feet is not permissible.

2.3 - Log Rule

2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the International ¼ Inch Log Rule.

2.4 - Special Protection

2.4.2 - Reserve trees (1/09)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are Pine, Oak, Hemlock, Cedar and Cherry trees. 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 \$30.00 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

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

Within the sale area, if more than 50% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100 per acre for all acreage within that specified portion of

the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

4.1.7 - 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.

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.1 - Private property access (12/08)

Permission for access across private land is the responsibility of the purchaser. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

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

5.1.4 - Post-sale conference (9/09)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height. Slash shall be uniformly scattered over the sale area and not left in piles or windrows.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 2, 3 and 4, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

5.2.32 - Decking/landing restoration (2/04)

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

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

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

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.

Section Name: Sale Specific Current as of 4/19/2011 8:52:13AM



41N

29W

міснізал ⊔ераптелі от матигаі кеsources - ногезт, мілегаі & ніге маладетелі

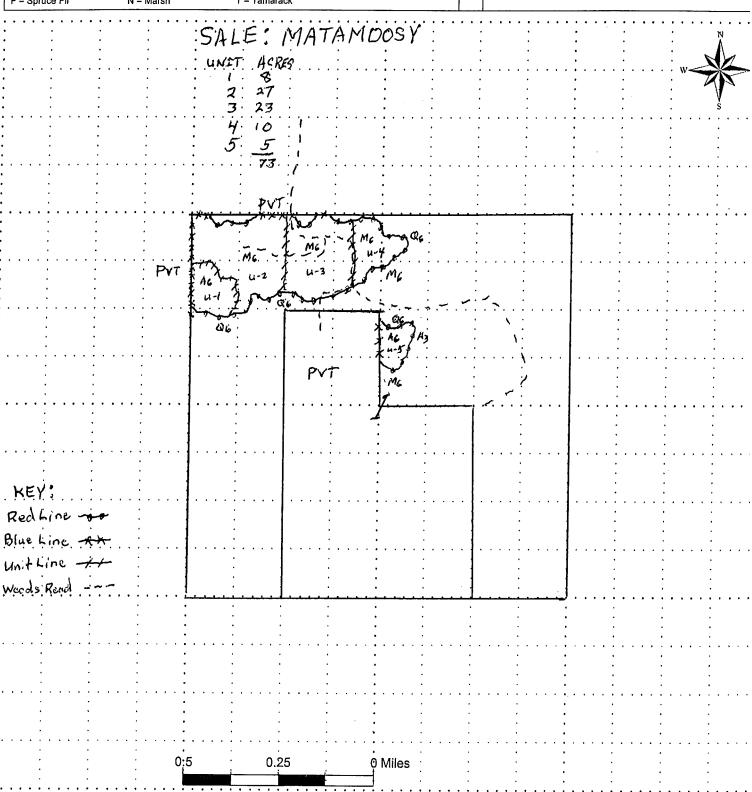
TIMBER SALE MAP

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

Sale Number 12-009-10-01 rear 2010

Forest Management Unit CRYSTAL FALLS County Mapped By OTTO JACOB Date Page of DICKINSON 7/15/2010 1 Cruised By OTTO JACOB 1 Section(s) and Subdivision(s)
SEC 1 NWNW, NENW, NWNE, SWNE,SWNW Township Range

10 年,4 12 15 15 15 15 15 15 15 15 15 15 15 15 15	Cov	ver Type		De	ensity
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwoods F = Spruce Fir	G = Grass H = Hemlock J = Jack Pine L = Lowland Brush M = Mpl, Bch, Brch N = Marsh	O = Oak P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce T = Tamarack	U = Upland Brush V = Bog or Marsh W = White Pine X = Non Stocked Z = Water	0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well 4 = Pole Timber Poor	5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Medium 9 = Saw Timber Well



TIMBER SALE INFORMATION

MOTHER LOAD (12-011-10-01)

T42N, R27W, SEC.14; T42N, R27W, SEC.15; T42N, R27W, SEC.21; T42N, R27W, SEC.22.

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private or state forest land.

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	AD\	/ERTISED PRICE
Sawlogs			
Basswood	423.20 MBF	\$	129.00 / MBF
Sugar Maple	197.20 MBF	\$	282.00 / MBF
Pulpwood			
Mixed Hardwood	2,520.00 Cords	\$	25.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$49,570.00:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	TED VOLUME* ADVERTISED PRICE		
Sawlogs	00.00.1405	_	222 22	
Mixed Hardwood	99.90 MBF	\$	206.00 / MBF	
Pulpwood	22.22.2	_	04.00	
Balsam Fir	93.00 Cords	\$	24.20 / Cord	
Basswood	687.00 Cords	\$	8.00 / Cord	
Q. Aspen	904.00 Cords	\$	23.50 / Cord	

^{*}The volumes are statistically estimated within plus (+) or minus (-) 12.74 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:

- 1. A bond in the amount of \$12,000.00 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 must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

ayment for each of the following arms	made be made before editing begins in that ant.
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	4%
02	6%
03	5%
04	4%
05	6%
06	5%
07	7%
08	8%
09	13%
10	9%
11	4%
12	7%
13	8%
14	14%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

Sale Specific Conditions & Requirements

Sale Name: Mother Load Sale Number: 12-011-10-01

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 painted boundary line trees unless also marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 7 & 11, cut all broad-leaved trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability and have a stump diameter of 6 inches. In Units 7a & 7b, NO SPRUCE will be cut. In Unit 11, NO CONIFERS will be cut. In addition, cedar, hemlock, and pine will NOT be cut in any unit.

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

Within Payment Unit(s) 1-6, 8-10, and 12-14, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.4 - Skidding length (2/09)

Skidding of unlimbed tops or lengths over 17 feet is not permissible in Units 1-6, 8-10, and 12-14. If tops are chipped, the only chip landing that will be approved will be the grassy opening south of Unit 14.

2.3 - Log Rule

2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the International ¼ Inch Log Rule.

2.4 - Special Protection

2.4.3 - Reserve areas (1/09)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are labeled as "Exclusion". There will be no skidding or passing through this area.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

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

Within the sale area, if more than 10% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (4/07)

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

4.2 - Maintenance

4.2.1 - 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.

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.1 - Private property access (8/10)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

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

5.1.4 - Post-sale conference (9/09)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. See related specs 2.2.4 - Skidding Length and 3.4.1 - Damaged Timber. In addition, the only chip landing that will be approved on this sale will be the grassy opening located just south of Unit 14

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-6, 8-10, 12-14, unless changed by written agreement, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

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.

7 - Other Conditions

7.2 - Extensions

7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

Section Name: Sale Specific Current as of 4/19/2011 8:58:21AM



Michigan Department of Natural Resources - Forest, Mineral & Fire Management

TIMBER SALE MAP

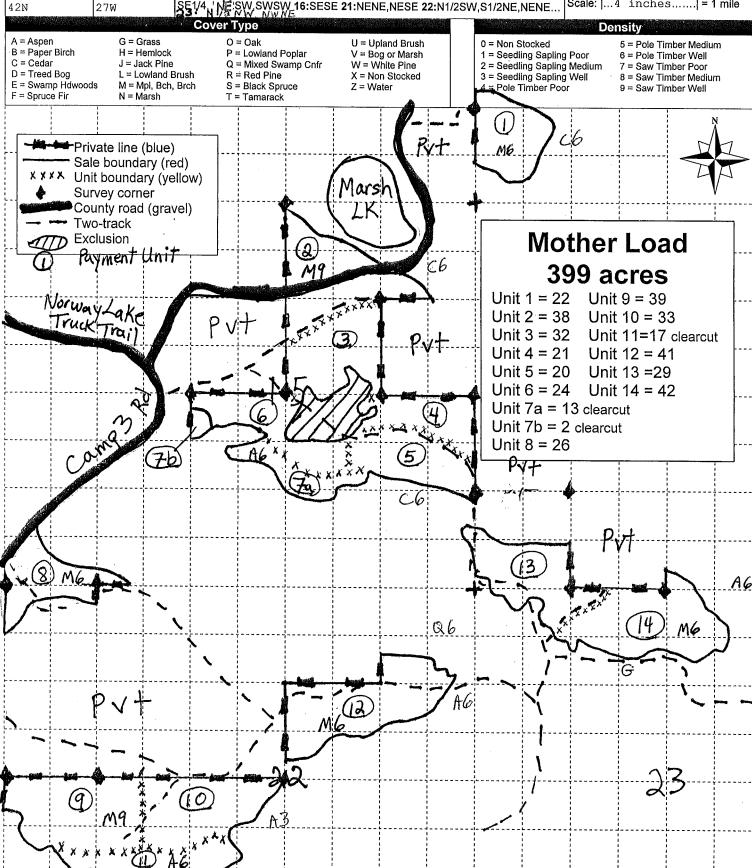
This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

Sale Number 12-011-10-01 Year 2010

Forest Management Unit County Date Page Mapped By Debbie Goupell of Crystal Falls Mgmt Unit Dickinson 8-16-10 Cruised By Goupell, Cryderman, Jacob 1 Township

Range Section(s) and Subdivision(s) 11: W1/2SW 14:SWSW,SWSE 15:N1/2NE,SWNE SE1/4 NE:SW, SWSW, 16:SESE 21:NENE, NESE 22:N1/2SW, S1/2NE, NENE... 27W

Scale: | ... 4 inches | = 1 mile



TIMBER SALE INFORMATION

MANY HELPING HANDS SALE (12-012-10-01)

T42N, R27W, SEC.13; T42N, R27W, SEC.14; T42N, R27W, SEC.23.

DICKINSON COUNTY (Advertised Price \$93,741.45)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private or state forest land.

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>ADV</u>	ADVERTISED PRICE	
Sawlogs				
Basswood	91.50 MBF	\$	125.00 / MBF	
Sugar Maple	52.90 MBF	\$	239.00 / MBF	
Pulpwood				
Mixed Hardwood	2,127.00 Cords	\$	22.40 / Cord	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$22,016.05:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>AD\</u>	ADVERTISED PRICE		
Sawlogs Mixed Hardwood	44.80 MBF	æ	175.00 / MBF		
Pulpwood	44.00 MDI	Φ	175.00 / WIBF		
Basswood	321.00 Cords	\$	7.25 / Cord		
Mixed Aspen	334.00 Cords	\$	22.00 / Cord		
Mixed Softwood	194.00 Cords	\$	23.20 / Cord		

^{*}The volumes are statistically estimated within plus (+) or minus (-) 8.93 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 **\$5,000.00** 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 must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

,	
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	11%
02	10%
03	16%
04	8%
05	23%
06	15%
07	10%
08	7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2013.

Sale Specific Conditions & Requirements

Sale Name: Many Helping Hands Sale Sale Number: 12-012-10-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Unit boundaries between Units 1 and 2 are marked with yellow paint. Unit lines between Units 4, 5, and 6 are marked with red and have the unit numbers on the trees on that line. Do not cut painted boundary line trees unless also marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

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

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

Within Payment Unit(s) 1 through 3, and 5 through 8, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 18 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 10 inches DBH.

2.2.4 - Skidding length (2/09)

Skidding of unlimbed tops or lengths over 17 feet is not permissible.

2.3 - Log Rule

2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the International ¼ Inch Log Rule.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

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

No damage is acceptable to merchantable trees. Within the sale area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

4.1.7 - 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during prolonged 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.

4.4 - Access

4.4.1 - Private property access (8/10)

Permission for access across private land is the responsibility of the purchaser. Permission to cross private land must include access for DNRE representatives to inspect the sale at any time.

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 (9/09)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. See related specs 2.2.4 - Skidding Length and 3.4.1 - Damaged Timber.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-3, 5 & 6,7 and 8., unless changed by written agreement, cutting and skidding are not permitted during the period of March 1 to July 15. This restriction is because of breakup conditions and bark slippage.

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.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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

7 - Other Conditions

7.2 - Extensions

7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

Section Name: Sale Specific Current as of 4/26/2011 4:19:00PM

Yellow unit line

Paved road

Trail 0000

Survey corner

Pavment unit number (

Dirt road -

TIMBER SALE MAP

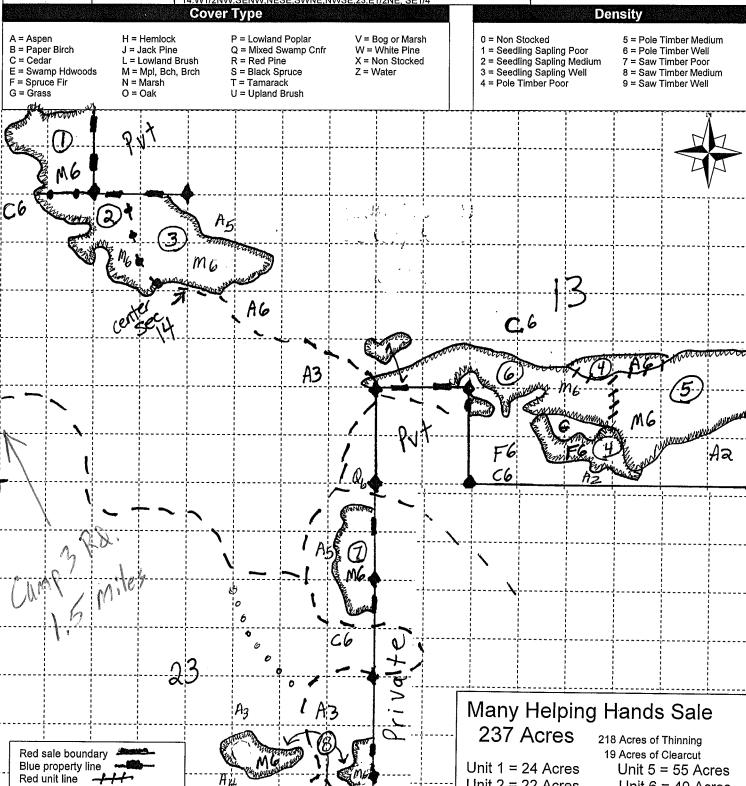
This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

120121001

10

FOREST MANAGEMENT UNIT: COUNTY MAPPED BY Linda Lindberg DATE PAGE OF Crystal Falls Dickinson 9/29/2010 Cruised By Watkeys, Sebero, Goupel, Jacob 1 TOWNSHIP RANGE SECTION(S)ANDSUBDIVISION(S)13:SE1/4,N1/2SW,SESW

27W 42N 14:W1/2NW,SENW,NESE,SWNE,NWSE,23:E1/2NE, SE1/4 Scale: |.....4 inches......| = 1 mile



Unit 2 = 22 Acres

Unit 3 = 36 Acres

Unit 4 = 19 Acres

(clearcut 2 stands)

Unit 6 = 40 Acres

Unit 7 = 16 Acres

Unit 8 = 25 Acres

(3 stands)

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

<u>MATAMOOSY (12-009-10-01)</u> T41N, R29W, SEC.01; DICKINSON COUNTY

In response to the notice of sale to be held 3:00PM on June 08, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	AD	VERTISED PRICE	BID PRICE	<u> </u>
Sawlogs						
Basswood	23.10	MBF	\$	122.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Hardwood	279.00	Cords	\$	30.00 / Cord	\$	/ Cord
Q. Aspen	338.00	Cords	\$	21.00 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$7,963.30:

PRODUCTS & SPECIES	ESTIMATED	ESTIMATED VOLUME*		ADVERTISED PRICE		
Sawlogs						
Mixed Hardwood	6.40	MBF	\$	177.00	/ MBF	
Paper Birch	7.30	MBF	\$	132.00	/ MBF	
Sugar Maple	9.10	MBF	\$	239.00	/ MBF	
Pulpwood						
Basswood	70.00	Cords	\$	8.00	/ Cord	
Mixed Softwood	63.00	Cords	\$	24.00	/ Cord	
Paper Birch	54.00	Cords	\$	30.00	/ Cord	

^{*}The volumes are statistically estimated within plus (+) or minus (-) 24.05 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.

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

FEDERAL ID:	:				
Company or individual bidding:					
Company representative					
Address:					
	State:				
JI ABLE PLEASE PLACE T	HE PERSONALIZED LABEL	FROM YOUR PROSP	ECTUS IN THE ABOVE BOX.		
·	o's signaturo:		Data:		
·	re's signature:		Date:		



Name of Business

Address

Title

City

Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY			
Sale Number (XX – XXX – XX – XX)			
Forest Management Unit:			

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-time 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

I hereby certify that the above information is true and correct.	I agree to notify the Michigan DNRE of any changes that
occur in factors affecting my coverage during any of my prese	ent and future operations.

Telephone

ZIP

Signature of Owner or Authorized Representative

State

Date

Federal ID (or) Social Security No.

BID FORM

MOTHER LOAD (12-011-10-01)

T42N, R27W, SEC.14; T42N, R27W, SEC.15; T42N, R27W, SEC.21; T42N, R27W, SEC.22; DICKINSON COUNTY

In response to the notice of sale to be held 3:00PM on June 08, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest

products to be cut. Bids for indivi-	dual species must be	e at or abov	e the advert	sed price.	All non-re	sponsive bid forms r	may be rejected	
PRODUCTS & SPECIES	ESTIMATED	VOLUME*	Al	OVERTISE	D PRICE	BID PRICE	<u> </u>	
Sawlogs								
Basswood	423.20	MBF	\$	129.00	/ MBF	\$	/ MBF	
Sugar Maple	197.20	MBF	\$	282.00	/ MBF	\$	/ MBF	
Pulpwood								
Mixed Hardwood	2,520.00	Cords	\$	25.50	/ Cord	\$	/ Cord	
n addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$49,570.00:								
PRODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>Al</u>	OVERTISE	D PRICE			
Sawlogs								
Mixed Hardwood	99.90	MBF	\$	206.00	/ MBF			
Pulpwood								
Balsam Fir	93.00	Cords	\$	24.20	/ Cord			
Basswood	687.00	Cords	\$	8.00	/ Cord			
Q. Aspen	904.00	Cords	\$	23.50	/ Cord			
The volumes are statistically estimated within plus (+) or minus (-) 12.74 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.								
understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.								

FEDERAL ID: - or SOCIAL SECURITY NUMBER: - -Company or individual bidding:_____ Company representative's name:_____ _____ State:____ Zip:____ IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. Individual or company representative's signature: Phone number : _____ Email (optional): _____



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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Date

occur in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

BID FORM

MANY HELPING HANDS SALE (12-012-10-01) T42N, R27W, SEC.13; T42N, R27W, SEC.14; T42N, R27W, SEC.23; DICKINSON COUNTY

In response to the notice of sale to be held 3:00PM on June 08, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

products to be cut. Bids for individual s	pecies must b	e at or above the ac	vertis	ed price.	All non-respons	sive bid forms ma	ay be rejected.
PRODUCTS & SPECIES	ESTIMATED	VOLUME*	AD'	VERTISE	ED PRICE	BID PRICE	
Sawlogs							
Basswood	91.50	MBF	\$	125.00	/ MBF	\$	/ MBF
Sugar Maple	52.90	MBF	\$	239.00	/ MBF	\$	/ MBF
Pulpwood							
Mixed Hardwood	2,127.00	Cords	\$	22.40	/ Cord	\$	/ Cord
In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$22,016.05:							
PRODUCTS & SPECIES	ESTIMATED	VOLUME*	AD'	VERTISE	ED PRICE		
Sawlogs							
Mixed Hardwood	44.80	MBF	\$	175.00	/ MBF		
Pulpwood							
Basswood	321.00	Cords	\$	7.25	/ Cord		
Mixed Aspen	334.00	Cords	\$	22.00	/ Cord		
Mixed Softwood	194.00	Cords	\$	23.20	/ Cord		
*The volumes are statistically estimated adjustment. Prospective bidders are un							

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

Company or individual bidding:	FEDERAL ID: -	or SOCIAL SECUR	ITY NUMBER:		
	FEDERAL ID: or SOCIAL SECURITY NUMBER:				
	Company representative's name:				
Address:	Address:				
City: State: Zip:	City:	State: Z	Zip:		
·	,				
or company representative's signature: Date:	or company representa	tive's signature:	Date:		



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY			
Sale Number (XX – XXX – XX – XX)			
Forest Management Unit:			

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1.	 My business is organized as (you must check <u>one</u> of the boxes below): A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation 				
2.	 A. ☐ I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. ☐ I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. ☐ I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 				
	Full-time En	nployees	Part-time Employees		
Nam	ne of Business		Federal ID (or) Social Security No.		
Address			Telephone ()		
City		State	ZIP		
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative					
Т	itle		Date		