



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN**

TIMBER SALE PROSPECTUS #5162

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on June 12, 2014.

LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 STATE HWY M-123, NEWBERRY, MI 49868.

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, NEWBERRY MANAGEMENT UNIT, for certain timber on the following described lands:

MISSING CAMP ASPEN (42-001-14-01) / T47N, R10W, SEC. 05, S1/2 SW.

T47N, R10W, SEC. 06, SESE.

T47N, R10W, SEC. 08, NW1/4, N1/2 SW.

Luce County, Advertised Price \$38,268.65, 90.0 Acres

SALE NOTE: Permission for access across private land to the south of Payment Unit 6 (Lake Halfway Trust property), as well as the private land adjacent to the west of Payment Unit 5, has been obtained by the DNR. The Purchaser shall contact one or both of the private landowners prior to beginning sale operations to discuss details for access.

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

Within Payment Units 3 and 4, unless changed by written agreement, cutting, skidding and hauling are limited to the period of December 15 to April 1 due to areas of lower ground within or adjacent to the Payment Units.

It is recommended, but not required, that harvesting occur within Payment Units 1, 2, 5, 6A and 6B during dry summer or frozen winter conditions due to the possibility of rutting during spring break-up and/or prolonged wet periods.

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.

FAR RANGING ROVERS SPRUCE (42-002-14-01) / T45N, R08W, SEC. 06, E1/2NW, E1/2 OF SECTION.

T45N, R08W, SEC. 07, NW1/4, N1/2SW; SEC 08 NWNW.

T46N, R08W, SEC. 31, SESW, SWSE.

Luce County, Advertised Price \$129,366.35, 313.5 Acres

SALE NOTE: Permission for access across private land to the south of the sale area (Robert Onika), as well as the private land adjacent to the southwest of the sale area (Charles Johnson), has been verbally obtained by the DNR. The Purchaser shall contact one or both of the private landowners prior to beginning sale operation to discuss details for access.

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

Within Payment Units 1-13, harvesting is limited to the period of December 15 to April 1 due to the low ground nature of the sale area.

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.

BID INSTRUCTIONS (VER. 06/06/2013):

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO BOX 428 5666 STATE HWY M-123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on June 12, 2014. For further information concerning this sale, contact Keith Magnusson at 906-293-3293 extension 4740.

2. Bidder's Qualifications (2/12)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD 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 (6/11)

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) the sale name or number and (b) 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 (6/13)

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

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

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 (10/12)

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/timber. 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 (3/13)

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 100% 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.

KEITH CREAGH

Director

TIMBER SALE INFORMATION

MISSING CAMP ASPEN (42-001-14-01)

T47N, R10W, SEC. 05; T47N, R10W, SEC. 06; T47N, R10W, SEC. 08.

Luce County (Advertised Price \$38,268.65)

SALE NOTE: Permission for access across private land to the south of Payment Unit 6 (Lake Halfway Trust property), as well as the private land adjacent to the west of Payment Unit 5, has been obtained by the DNR. The Purchaser shall contact one or both of the private landowners prior to beginning sale operations to discuss details for access.

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

Within Payment Units 3 and 4, unless changed by written agreement, cutting, skidding and hauling are limited to the period of December 15 to April 1 due to areas of lower ground within or adjacent to the Payment Units.

It is recommended, but not required, that harvesting occur within Payment Units 1, 2, 5, 6A and 6B during dry summer or frozen winter conditions due to the possibility of rutting during spring break-up and/or prolonged wet periods.

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:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Balsam Fir	179.00 Cords	\$ 20.70 / Cord
Black Spruce	177.00 Cords	\$ 28.00 / Cord
Mixed Aspen	449.00 Cords	\$ 27.50 / Cord
Mixed Hardwood	431.00 Cords	\$ 30.35 / Cord
Paper Birch	79.00 Cords	\$ 24.70 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,227.70:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Red Maple	1.70 MBF	\$ 152.00 / MBF
White Pine	4.00 MBF	\$ 61.00 / MBF
Pulpwood		
Mixed Softwood	71.00 Cords	\$ 24.30 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 10.11 percent. The estimated units 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:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	4%
02	7%
03	15%
04	32%
05	8%
06	34%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2017.

Sale Specific Conditions & Requirements

Sale Name: Missing Camp Aspen Sale Number: 42-001-14-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization EXCEPT paper birch, cedar, hemlock or white pine.

Within Payment Units 3 and 4, cut all trees which meet minimum piece specifications in 2.2 Utilization EXCEPT cedar, hemlock and white pine.

Within Payment Unit 6A, cut all trees which meet minimum piece specifications in 2.2 Utilization EXCEPT hemlock, paper birch and red pine.

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

Within Payment Unit(s) 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all balsam fir, spruce and aspen trees which meet minimum piece specifications in 2.2 Utilization. The purchaser is required to ensure all balsam which have at least one 8ft pulpwood stick are cut/severed from the stump. DO NOT CUT any cedar.

2.1.7 - Leave tree marked unit(s) (8/11)

Within Payment Unit(s) 6B, 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. DO NOT CUT any trees marked with GREEN PAINT or any white pine or hemlock.

2.1.11 - Description of timber note (2/04)

Note that mixed hardwoods pulp includes maple, cherry, beech, yellow birch and ash. Mixed softwood pulp includes hemlock, white pine and cedar.

2.2 - Utilization

2.2.4 - Skidding length (2/14)

In Payment Unit 5, skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment Unit(s) 4 and 6A may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

3.6 - Payment Unit Cutting Schedule

3.6.1 - Order of cutting (1/09)

Payment Units shall be cut in numerical order unless approved by the Unit Manager or his/her representative. This requirement is due to Payment Units 1-4 being bounded by older red paint from a previous timber sale contract.

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 (10/11)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown and/or abandoned roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth at the beginning of any new road course. Stumps and slash must be placed along the road course for a minimum of 200 feet, effectively obliterating it. These roads must be rendered impassable to cars, trucks and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. 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.

4.1.12 - No new roads (1/12)

No new roads will be permitted in Payment Units 1, 2 or 5. All operations are limited to existing roads. Skid trails only will be allowed.

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 break-up or during wet weather conditions.

4.2.4 - Grading (10/13)

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

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land to the south of Payment Unit 6 (Lake Halfway Trust property), as well as the private land adjacent to the west of Payment Unit 5, has been obtained by the DNR. The Purchaser shall contact one or both of the private landowners prior to beginning sale operations to discuss any details for access across the respective parcels. A copy of the written permission from the private landowner(s) must be given to the Unit Manager or Sale Administrator prior to the beginning of operations.

4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference 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 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (6/11)

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. It is recommended that this conference take place prior to equipment being moved off site.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.2 - Slash Removal

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

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

5.2.1.8 - Slash height (12/08)

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 3 and 4, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 15 to April 1. This restriction is due to areas of lower ground within or adjacent to the Payment Units.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 5 and 6B, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.2.3.11 - Coppice regeneration protection (4/10)

To promote better aspen regeneration, Payment Units 1, 2, 3, 4 and 6A must be completed within twelve months of beginning harvesting operations on the respective Payment Unit in order to minimize damage to the new regeneration.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1, 2, 5, 6A and 6B, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of the possibility of rutting during spring break-up and/or prolonged wet periods. The purchaser should be aware of specification 5.4.1 below.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the cleared R-O-W of County Road 505 without permission of the Luce County Road Commission.

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 (3/13)

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.



TIMBER SALE MAP

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

Forest Management Unit Newberry		County Luce	Mapped By Ryan Mattila	Date 2/21/2014	Page 1	of 1
Township T47N	Range R10W	Section(s) and Subdivision(s) Sec 5; S1/2 of SW, Sec 6; SE of SE, Sec 8; NW, & N1/2 of SW			1:15,840	

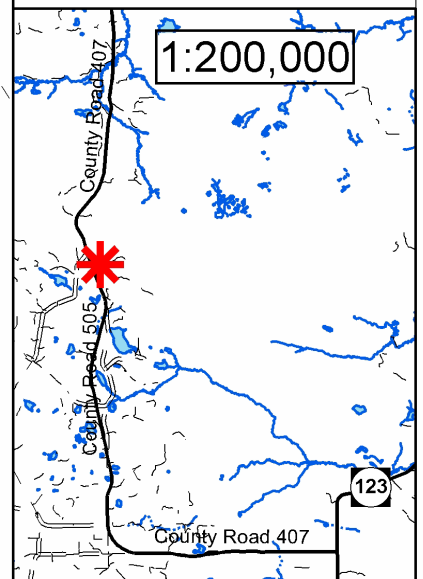
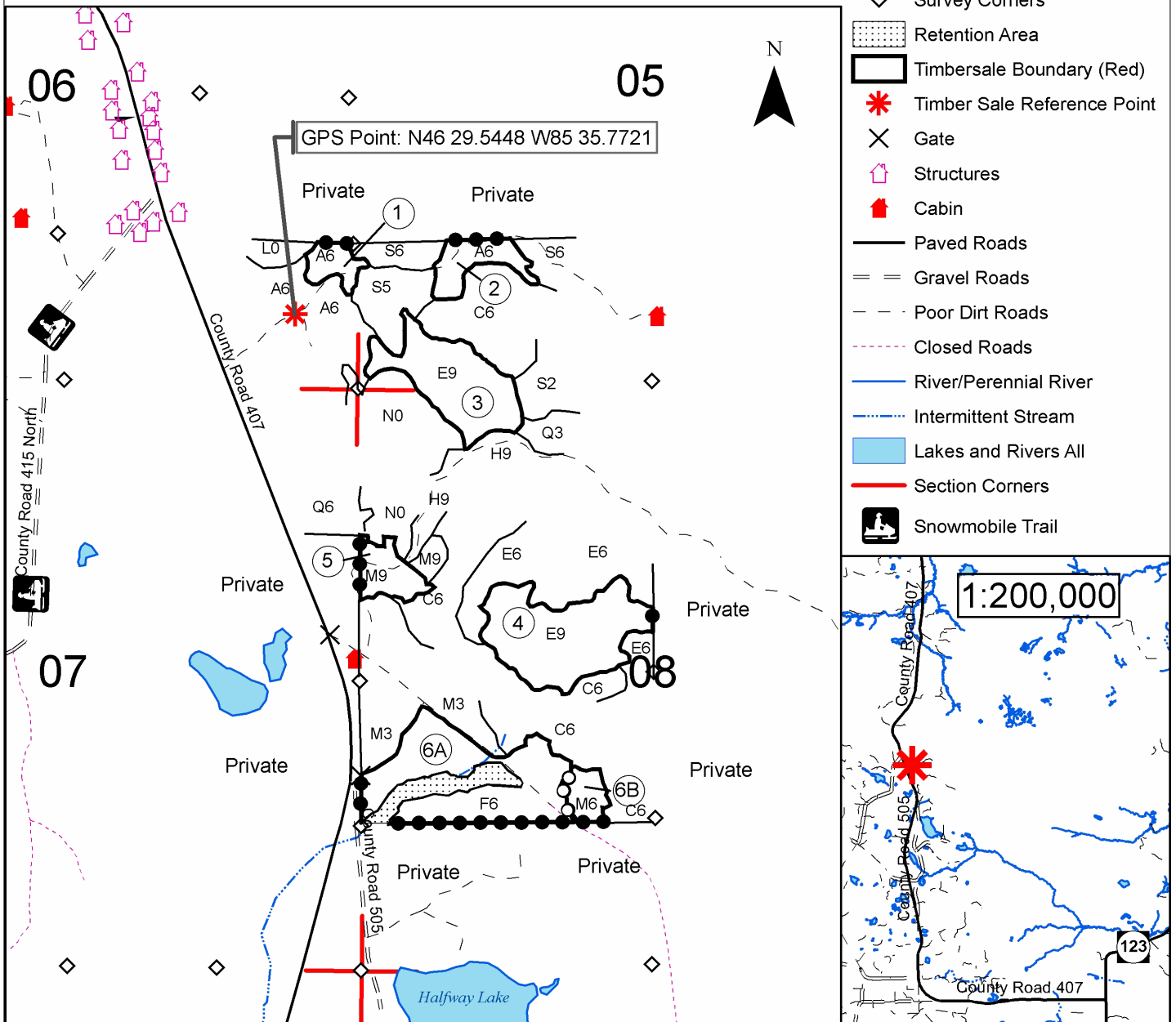
Cover Type				Density			
A = Aspen	G = Grass	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	2 = Seedling Sapling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

Missing Camp Aspen
90 Acres
85 Harvest Acres

Payment Unit	Acres
Unit 1	4
Unit 2	6
Unit 3	17
Unit 4	23
Unit 5	5.5
Unit 6	29.5

Legend

- Payment Unit Label
- Payment Unit Line (Red)
- Timbersale Boundary (Blue)
- Survey Corners
- Retention Area
- Timbersale Boundary (Red)
- Timber Sale Reference Point
- Gate
- Structures
- Cabin
- Paved Roads
- Gravel Roads
- Poor Dirt Roads
- Closed Roads
- River/Perennial River
- Intermittent Stream
- Lakes and Rivers All
- Section Corners
- Snowmobile Trail



TIMBER SALE INFORMATION

FAR RANGING ROVERS SPRUCE (42-002-14-01)

T45N, R08W, SEC. 06; T45N, R08W, SEC. 07; T46N, R08W, SEC. 31.

Luce County (Advertised Price \$129,366.35)

SALE NOTE: Permission for access across private land to the south of the sale area (Robert Onika), as well as the private land adjacent to the southwest of the sale area (Charles Johnson), has been verbally obtained by the DNR. The Purchaser shall contact one or both of the private landowners prior to beginning sale operation to discuss details for access.

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

Within Payment Units 1-13, harvesting is limited to the period of December 15 to April 1 due to the low ground nature of the sale area.

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:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Sugar Maple	12.70 MBF	\$ 478.00 / MBF
Pulpwood		
Black Spruce	4,937.00 Cords	\$ 19.20 / Cord
Mixed Aspen	507.00 Cords	\$ 18.85 / Cord
Mixed Hardwood	626.00 Cords	\$ 20.80 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,927.60:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Basswood	0.50 MBF	\$ 108.00 / MBF
Red Maple	24.80 MBF	\$ 116.00 / MBF
Pulpwood		
Mixed Softwood	149.00 Cords	\$ 16.70 / Cord
Paper Birch	30.00 Cords	\$ 16.95 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 9.50 percent. The estimated units 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 **\$7,000.00** 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:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	10%
02	6%
03	8%
04	3%
05	7%
06	11%
07	4%
08	4%
09	13%
10	6%
11	12%
12	11%
13	5%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2018.

Sale Specific Conditions & Requirements

Sale Name: Far Ranging Rovers Spruce Sale Number: 42-002-14-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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 or red 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

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1, 2 and 5 - 13, cut all trees which meet minimum piece specifications in 2.2 Utilization EXCEPT... In Payment Units 1, 2 and 13 do not cut any hemlock or white pine.

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

Within Payment Unit(s) 3 and 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all aspen 16 inches and under in diameter, measured at a point four and one-half feet (4-1/2) above ground level.

2.1.11 - Description of timber note (2/04)

Note that mixed softwood pulp consists primarily of balsam with smaller volumes of cedar and tamarack. Mixed hardwood pulp consists of mainly red maple with sugar maple and black cherry.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown and/or abandoned roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth at the beginning of any new road course. Stumps and slash must be placed along the road course for a minimum of 200 feet, effectively obliterating it. These roads must be rendered impassable to cars, trucks and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. 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 any forest roads by the Unit Manager or his/her representative. The restriction may occur during periods of wet weather conditions, or at any time that the damage to the roads is deemed excessive.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land to the south of the sale area (Robert Onika), as well as the private land adjacent to the southwest of the sale area (Charles Johnson), has been verbally obtained by the DNR. The Purchaser shall contact one or both of the private landowners prior to beginning sale operations to discuss any details for access across the respective parcels. A copy of the written permission from the private landowner(s) must be given to the Unit Manager or Sale Administrator prior to the beginning of operations.

4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference 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 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (6/11)

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. It is recommended that this conference take place prior to equipment being moved off site.

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.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 - 13, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 15 to April 1. This restriction is due to the low ground nature of the sale area.

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 (3/13)

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.



TIMBER SALE MAP

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

Sale Number	Year
42 - 002	14

Forest Management Unit Newberry		County Luce	Mapped By Ryan Mattila	Date 4/2/2014	Page 1	of 2
Township 45 & 46N	Range 8W	Section(s) and Subdivision(s) 45N 8W - Sec 6; E1/2NW, E1/2 of Section, Sec 7; NE1/4, N1/2SW, Sec 8; NWNW 46N 8W - Sec 31; SESW, SWSE		Scale 1:15,840		

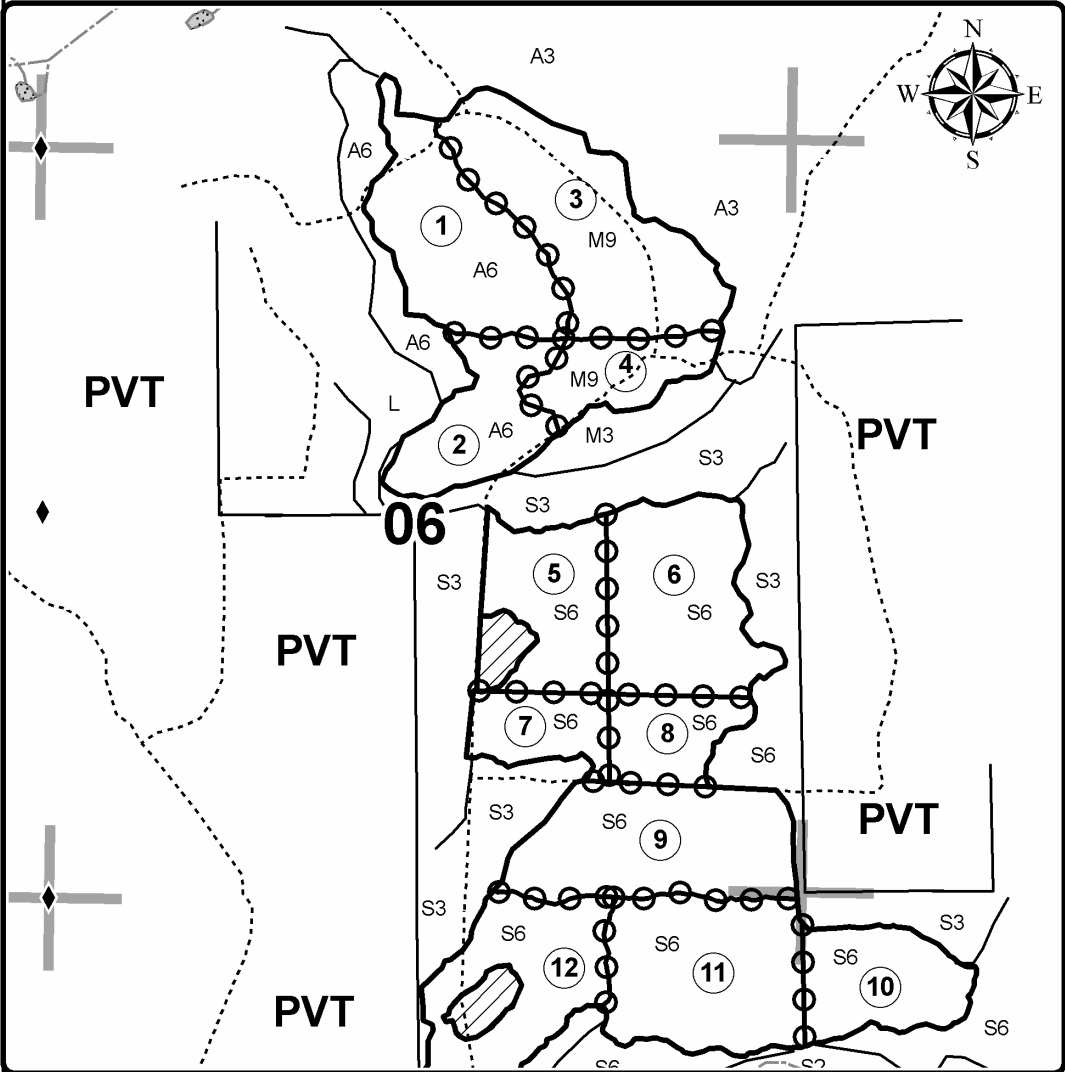
Cover Type				Density	
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium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

PU	Acres	PU	Acres
1	29.5	8	11
2	18	9	33
3	37.5	10	17
4	12.5	11	31
5	19.5	12	29
6	30.5	13	26.5
7	11		

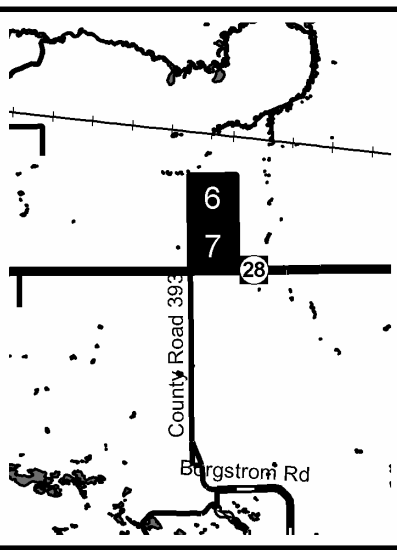
Far Ranging Rovers Spruce
313.5 Acres
Harvest Acres 306

Legend

- Sale Boundary (Red)
- Payment Unit (Green)
- Private Line (Blue)
- Retention Area
- Highway
- Paved
- Gravel
- Poor Dirt
- Closed
- Stream
- Lakes/Rivers
- PU_Label
- Survey Corners
- Section Corners
- Railroads
- Powerline



Locator Map 1:250,000





TIMBER SALE MAP

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

Sale Number	Year
42 - 002	14

Forest Management Unit Newberry	County Luce	Mapped By Ryan Mattila	Date 4/2/2014	Page 2	of 2
Township 45 & 46N	Range 8W	Section(s) and Subdivision(s) 45N 8W - Sec 6; E1/2NW, E1/2 of Section, Sec 7; NE1/4, N1/2SW, Sec 8; NWNW 46N 8W - Sec 31; SESW, SWSE	Scale 1:15,840		

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

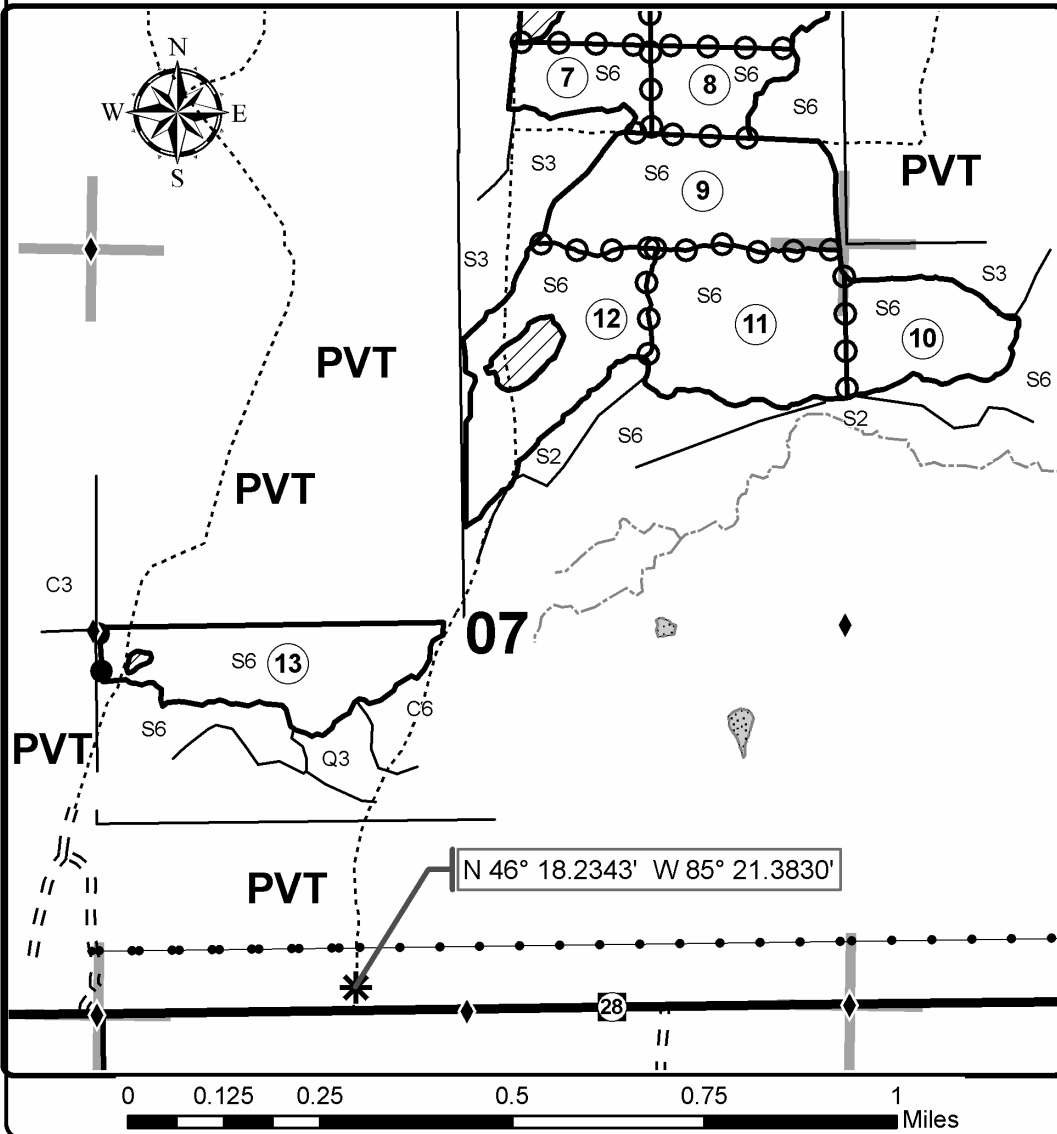
PU	Acres	PU	Acres
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4	12.5	11	31
5	19.5	12	29
6	30.5	13	26.5
7	11		

Far Ranging Rovers Spruce

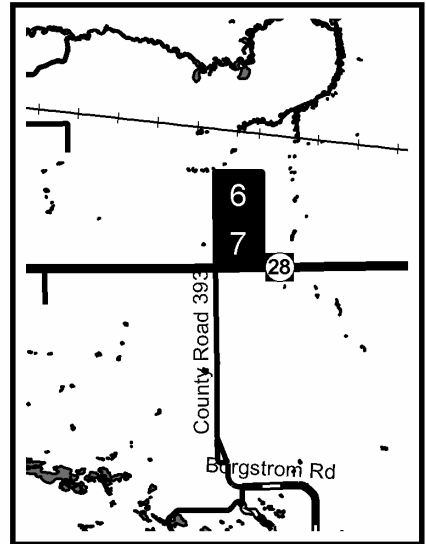
313.5 Acres
Harvest Acres 306

Legend

- Sale Boundary (Red)
- Payment Unit (Green)
- Private Line (Blue)
- Retention Area
- Highway
- Paved
- Gravel
- Poor Dirt
- Closed
- Stream
- Lakes
- PU_Label
- Survey Corners
- Road Closure
- Section Corners
- Railroads
- Powerline



Locator Map 1:250,000



MISSING CAMP ASPEN (42-001-14-01)

T47N, R10W, SEC. 05; T47N, R10W, SEC. 06; T47N, R10W, SEC. 08, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 12, 2014, 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.

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Balsam Fir	179.00 Cords	\$ 20.70 / Cord	\$ _____ / Cord
Black Spruce	177.00 Cords	\$ 28.00 / Cord	\$ _____ / Cord
Mixed Aspen	449.00 Cords	\$ 27.50 / Cord	\$ _____ / Cord
Mixed Hardwood	431.00 Cords	\$ 30.35 / Cord	\$ _____ / Cord
Paper Birch	79.00 Cords	\$ 24.70 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,227.70 :

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Red Maple	1.70 MBF	\$ 152.00 / MBF
White Pine	4.00 MBF	\$ 61.00 / MBF
Pulpwood		
Mixed Softwood	71.00 Cords	\$ 24.30 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 10.11 percent. The estimated units 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: _____ - _____ or SOCIAL SECURITY NUMBER: _____ - _____ - _____

Company or individual bidding: _____

Company representative's name: _____

Address: _____

City: _____ State: _____ Zip: _____

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: _____ Date: _____

Phone number : _____ Email (optional): _____

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



TIMBER SALE

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

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:

- My business is organized as (you **must** check one of the boxes below):
 - Sole Proprietorship (individual)
 - Partnership
 - Corporation
- You **must** check one of the boxes below:
 - 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.
 - I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
 - I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
- If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-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

Name 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

Title

Date

FAR RANGING ROVERS SPRUCE (42-002-14-01)

T45N, R08W, SEC. 06; T45N, R08W, SEC. 07; T46N, R08W, SEC. 31, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 12, 2014, 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.

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Sawlogs			
Sugar Maple	12.70 MBF	\$ 478.00 / MBF	\$ _____ / MBF
Pulpwood			
Black Spruce	4,937.00 Cords	\$ 19.20 / Cord	\$ _____ / Cord
Mixed Aspen	507.00 Cords	\$ 18.85 / Cord	\$ _____ / Cord
Mixed Hardwood	626.00 Cords	\$ 20.80 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,927.60 :

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Basswood	0.50 MBF	\$ 108.00 / MBF
Red Maple	24.80 MBF	\$ 116.00 / MBF
Pulpwood		
Mixed Softwood	149.00 Cords	\$ 16.70 / Cord
Paper Birch	30.00 Cords	\$ 16.95 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 9.50 percent. The estimated units 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: _____ or SOCIAL SECURITY NUMBER: _____

Company or individual bidding: _____

Company representative's name: _____

Address: _____

City: _____ State: _____ Zip: _____

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: _____ Date: _____

Phone number : _____ Email (optional): _____



TIMBER SALE

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
 - A. Sole Proprietorship (individual)
 - B. Partnership
 - C. Corporation
2. You **must** check one of the boxes below:
 - A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
 - B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
 - C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-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

Name 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

Title

Date