

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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:

HOMECOMING SALE / T46N, R31W, SEC. 25, E1/2NE, E1/2SE.
T46N, R31W, SEC. 36, E1/2NE.
IRON COUNTY (Appr. \$16,167.45)

UNDERGROUND DEERBLIND SALE / T46N, R31W, SEC. 36, SE 1/4, SESW.
IRON COUNTY (Appr. \$23,168.85)

MILK MONEY OAK / T41N, R32W, SEC. 11, NWSW, NESW, SENW, SWNW.
IRON COUNTY (Appr. \$90,772.85)

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SALE DATE AND TIME: 3:00 p.m. on March 25, 2009.

CRYSTAL FALLS

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

- 1. <u>Bid Location, Date, and Time:</u> Bids must be received by the Unit Manager, Crystal Falls Management Unit, 1420 US-2 West, Crystal Falls, MI 49920, no later than 3:00 p.m., local time, on March 25, 2009. For further information concerning this sale, contact the Unit Manager at 906-875-6622.
- 2. Bidder's Qualifications: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. Preparation of Sealed Bids: Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
- 4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
- 7. <u>Down Payment:</u> The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. <u>Performance Security:</u> As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
- 9. Timber Sale Contract: Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/dnr. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

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

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

11. Certification and Chain-of-Custody: Unless otherwise indicated in the contract under section 7 - Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

REBECCA A. HUMPHRIES Director

HOMECOMING SALE (069-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
Q. ASPEN	377.00 CORDS	\$ 18.05/CORD
MIX SOFTWD	428.00 CORDS	\$ 18.05/CORD

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

SPECIES	ESTIMATED Y	VOLUME*	API	PRAISED PRICE
PULPWOOD				
P. BIRCH	4.00	CORDS	\$	13.30/CORD
MIX HARDWD	88.00	CORDS	\$	18.00/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 11.94 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:

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

PAYMENT	UNIT	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1				10%		
	2				40%		
	3				50%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2011.



Michigan Department of Natural Resources - Forest Management TIMBER SALE MAP

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

SALE NUMBER 120690801 YEAR 08

PR4030-1A (Rev. 03/29/2006)

MAPPED BY Linda Lindberg FOREST MANAGEMENT UNIT: COUNTY DATE PAGE OF 9/25/2008 Crystal Falls Iron CRUISED BY Linda Lindberg TOWNSHIP Range SECTION(S) AND SUBDIVISION(S) Scale: |.....4 inches......| = 1 mile 46N 31W 25 E1/2NE, E1/2SE, 36 E1/2NE Cover Type Density A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh W = White Pine 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor M = Mpl, Bch, Brch E = Swamp Hdwoods S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium F = Spruce Fir N = Marsh T = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well G = Grass O = OakU = Upland Brush Homecoming Sale Unit 1-4 Acres Unit 2-16 Acres Plum Unit 3-30 Acres creek & Total= 50 Acres Clearcut COPPER green gate COUNTRY MARQUETTE STATE Mitchigan privat **FORES** 80 Robert & Michigan, Department of Natural Resource logging road WNIT-Z gravel road red boundary line - blue property line - UNIT BOUNDARY *4T3* wetland boundary (reserved) proposed road Plum Creek 55

Sale Specific Conditions & Requirements

Sale Name: Homecoming Sale Sale Number: 12-069-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by blue 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 boundary lines are 3 slashes with red paint and occasional unit numbers on the tree. Do not cut painted boundary and property line trees.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (2/04)

Within Payment Unit(s) 1, 2 and 3, cut all trees that are 2 " or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability except spruce and balsam with a stump diameter of 6" or less measured at 4" above the ground. Also, the purchaser should not cut any cherry, oak, elm, cedar, hemlock and red or white pine if they are present in the sale.

2.3 - Log Rule

2.3.1 - Log rule (2/04)

All board foot volumes of sawlog size products in this contract have been determined by the International ¼ Inch Log Rule to a ten inch top DIB.

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. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

4 - Transportation

4.1 - Construction

Sale Name: Homecoming Sale Sale Number: 12-069-08-01

4.1.6 - Road construction (6/07)

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

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. 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

4.2.5 - 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 (8/04)

Permission for access across private land is the responsibility of the purchaser. A phone number for the landowner can be obtained from the Crystal Falls Office. He would appreciate knowing when you were planning on looking at the sale also. Access to the sale includes going down the "18 road", where in Marquette county, you will see a road going south with Homecoming painted on an aspen tree. As you proceed down this road, you will go right at the first intersection by the Ilves camp sign, then left at the intersection with the orange sign #'s 8501 and 8503, then you will come to a T and you will go right and proceed past the 8157 orange sign to 7746 and the white "gate closed ahead" sign to the green gate. The sale is beyond the gate.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (2/08)

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

5.1.4 - Post-sale conference (2/04)

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

Sale Name: Homecoming Sale Sale Number: 12-069-08-01

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.

5.2.1.7 - Slash must be scattered (2/04)

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

5.2.2 - 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 (3/07)

Within Payment Unit(s) 1, 2 and 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted until the ground is frozen (after December 1st) due to access through private land and honoring the landowner's request. This restriction is to protect the roads on the private land.

5.2.32 - Decking/landing restoration (2/04)

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

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

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

5.2.41 - Snowmobile trail protection (4/07)

The Moose Country Trail (Trail 18) is part access to this sale. If the trail is used, it must be maintained throughout the sale and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or their representative prior to December 1st. No decking of forest products will be permitted along the snowmobile trail.

5.4 - Soil Protection

Sale Name: Homecoming Sale Sale Number: 12-069-08-01

5.4.1 - Rutting restriction, general (5/08)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile trail posting (10/08)

The Purchaser will be responsible for placing and maintaining warning signs on the snowmobile trail during the snowmobile season (approximately December 1 to March 31). The required location will be approximately one-half mile from the sale boundary The signs should be located on both ends of the snowmobile trail from the timber sale entrance on the westerly end of the trail to the east where it goes off the road to the north, to warn travelers of the possibility of logging trucks on the trail/road. The sale administrator will point out the areas that should be posted since the trail is not on the map. The Purchaser will provide these signs.

Section Name: Sale Specific

UNDERGROUND DEERBLIND SALE (070-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE		
PULPWOOD	[
Q. ASPEN	762.00 CORDS	\$ 17.20/CORD		
MIX SOFTWD	567.00 CORDS	\$ 17.15/CORD		

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
P. BIRCH	16.00 CORDS	\$ 12.45/CORD
MIX HARDWD	8.00 CORDS	\$ 17.40/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 9.93 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:

- A bond in the amount of \$ 1,200.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2011.



Michigan Department of Natural Resources - Forest Management TIMBER SALE MAP

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

SALE NUMBER YEAR 120700801 08

FOREST MANAGEMENT UNIT: COUNTY MAPPED BY Linda Lindberg DATE PAGE OF 9/9/2008 Crystal Falls Iron CRUISED BY Linda Lindberg 1 TOWNSHIP SECTION(S) AND SUBDIVISION(S) Range Scale: |.....4 inches......| = 1 mile 46N 31W 36, SE 1/4, SESW **Cover Type** Density P = Lowland Poplar V = Bog or Marsh W = White Pine A = Aspen B = Paper Birch H = Hemlock 0 = Non Stocked 5 = Pole Timber Medium J = Jack Pine Q = Mixed Swamp Cnfr 6 = Pole Timber Well 1 = Seedling Sapling Poor C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium N = Marsh F = Spruce Fir T = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well G = Grass O = Oak U = Upland Brush **Underground Deerblind Sale** Unit 1 57 Acres - Clearcut The Licens Escanaba Timberlands Holding I 26 Timberlands Holding I 240 Escanaba Timberlands Holding I 640 35 open A3 marquette county private A3 DNR CORNER mitchigan River * Potential Nest s PR4030-1A (Rev. 03/29/2006)

Sale Specific Conditions & Requirements

Sale Name: Underground Deerblind Sale Sale Number: 12-070-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary is 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.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (2/04)

Within Payment Unit(s) 1, cut all trees that are 2" or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability except spruce and balsam with a stump diameter of 6" or less measured at 4" above the ground. Also, the purchaser should not cut any cherry, oak, elm, cedar, hemlock and red and white pine if they are present in the sale. There is a steep area included in the sale boundary with the intention to cut what you can access and the timber sale administrator will GPS what cannot be accessed and return stumpage for the uncut steep area if it is agreed that the area cannot be cut. The return of payment will be based on the stumpage bid price and the average cords per acre used for the sale.

2.3 - Log Rule

2.3.1 - Log rule (2/04)

All board foot volumes of sawlog size products in this contract have been determined by the International 1/4 Inch Log Rule to a ten inch top DIB.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (6/07)

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

Sale Name: Underground Deerblind Sale Sale Number: 12-070-08-01

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

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.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (2/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations.

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.7 - Slash must be scattered (2/04)

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

5.2.2 - 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 (3/07)

Within Payment Unit(s) one, unless changed by written agreement, cutting, skidding, and hauling are not permitted until June 1st of 2009 after a possible nest site is assessed to determine if the nest is used and what type of hawk is using it. Also, skidding and hauling are not permitted during breakup which is usually from

Section Name: Sale Specific

Page 2 of 3

Current as of 10/30/2008 1:39:56PM

Sale Name: Underground Deerblind Sale Sale Number: 12-070-08-01

March 15th to May 15th. This restriction is due to wet, soft ground conditions from snowmelt.

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.

5.2.41 - Snowmobile trail protection (4/07)

The Moose country snowmobile trail is part of access to this timber sale. If the trail is used, it must be maintained throughout the sale and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or their representative prior to December 1st.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (5/08)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile trail posting (10/08)

The Purchaser will be responsible for placing and maintaining warning signs on the snowmobile trail during the snowmobile season (approximately December 1 to March 31). The required location will be approximately 1.3 miles from the sale boundary as indicated on the sale map. The purchaser should post both ends of the trail/road where the hauling is taking place and any part between where an altercation may take place regardless of whose land is on either side. The sale administrator will work with the purchaser for sign placement on the part of the trail that is not located on the map. The Purchaser will provide these signs.

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.

MILK MONEY OAK (073-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VO	LUME*	AP	PRAISED PRICE
SAWLOGS				
RED OAK	117.80 N	BF	\$	261.00/MBF
PULPWOOD				
MIX ASPEN	1333.00	CORDS	\$	29.20/CORD
MIX HARDWD	784.00 (CORDS	\$	25.25/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD	. 33331111 (1931)	(*************************************
P. BIRCH	79.00 CORDS	\$ 16.55/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 7.44 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:

- A bond in the amount of \$ 4,600.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT	UNIT	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1				40%		
	2				40%		
	3				20%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2011.

Michigan Department of Natural Resources - Forest Management TIMBER SALE MAP

SALE NUMBER 12-073-08YEAR 2008

This information provided by authority of Part 525 of Act 451, PA 1994, as amended. COUNTY MAPPED BY CYNTHIA COOPER FOREST MANAGEMENT UNIT:

DATE

01

PAGE OF 09/30/2008 **IRON** Crystal Falls CRUISED BY CYNTHA COOPER, SCOTT SEBERO TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S) Scale: |.....4 inches......| = 1 mile 32W II, NWSW, NESW, SENW, SWNW 41N Cover Type Density H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium A = Aspen B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium E = Swamp Hdwoods M = Mpl. Bch. Brch 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir N = Marsh T = Tamarack U = Upland Brush G = Grass O = Oak PAINT MILK MONEY OAK POND 66 ACRES Unit 1 27 acres Unit 2 27 acres Unit 3 12 acres PVT 09 A9 PVT RESERVE Pu-3 AREAS 08 RESERVE AREA Red Sale Boundary Red Unit Line SALE Blue Property Line LOGATION Good Gravel Road Poor Dirt Road Survey Corner

Sale Specific Conditions & Requirements

Sale Name: Milk Money Oak Sale Number: 12-073-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by blue 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. Interior Payment Unit boundaries are marked with red paint. Red painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (2/04)

Within Payment Unit(s) 1-3, cut all trees that are 2 inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability EXCEPT DO NOT CUT OAK MARKED WITH GREEN PAINT AT DBH AND ON THE STUMP. DO NOT CUT ANY PINE. ALSO, DO NOT CUT ANY TREES WITHIN RESERVE AREAS SHOWN ON THE MAP.

2.1.15 - Hazard trees near county roads (4/05)

Cut and remove all standing dead trees within 100 feet of the cleared portion of designated county roads. These cut snags may be utilized or must be scattered back into the sale area.

2.3 - Log Rule

2.3.1 - Log rule (2/04)

All board foot volumes of sawlog size products in this contract have been determined by the International ¼ Inch Log Rule to a ten inch top DIB.

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. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

4 - Transportation

4.1 - Construction

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Sale Name: Milk Money Oak Sale Number: 12-073-08-01

4.1.6 - Road construction (6/07)

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

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth.

4.2 - Maintenance

4.2.1 - Hauling restriction (3/07)

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

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (2/08)

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

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - 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.

5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in

Sale Name: Milk Money Oak Sale Number: 12-073-08-01

piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

5.2.1.8 - Slash height (2/04)

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

5.2.2 - Snags

5.2.2.1 - Den trees (2/04)

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

5.2.32 - Decking/landing restoration (2/04)

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (5/08)

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

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



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR	DEPARTMENT USE ONLY	
Sale or Permit No		
Year:	Type:	
Forest Area:		

	COMPENSATION ACT	COMPLIANCE		1 5011		1,000	
Asr	equired by Act 317, P.A. 1969 (Worke of Act 451 of 1994, a		art 525	Forest A	rea:		
	VERIFICATION OF	WORKER'S DISABIL	ITY COMPENS	ATION	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 Info 	mation must be typed or printe	d except for written si	gnatures.				
Please Chec	k Appropriate Categories:						
My busii	ness is organized as (you must c	heck one of the boxes t	pelow):				
	ole Proprietorship (individual)		,				
	artnership						
	Corporation						
2. You mu	st check one of the boxes below:						
A. 🗆	I certify that my business is a so Worker's Compensation Laws.	le proprietorship and it	has no employ	ees but	the sole proprietor	. I am not subject to the	
В. 🗆	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						
	I certify that my business has a \ days of the contract award.	worker's Compensation	Policy. I will	provide a	an original Certifica	te of Insurance within 21	
	ave checked item 2(A) or 2(B), g family members and active parti			th full a	nd part time emplo	yees other than yourself	
	Full Time	e Employees			Part T	ime Employees	
Name of Busir	ness		Federal ID (or) Social Security No.				
Address			Telephone No.				
City		State			Zip + 4		
	fy that the above information is tr		to notify the Di	NR of an	y changes that occ	ur in factors affecting my	
coverage du	ring any of my present and future	operations.					
Signature	of Owner or Authorized Represer	ntative					
•							
Title				e			

HOMECOMING SALE (069-08-01) T46N, R31W, SEC. 25, E1/2NE, E1/2SE. T46N, R31W, SEC. 36, E1/2NE. IRON COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 25, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES PULPWOOD	APPRAISED PRICE	BID PRICE	ESTIMATED VOL	UME* = VALUE
Q. ASPEN	\$ 18.05/CORD	\$ X	377.00 CORDS	= \$
MIX SOFTWD	\$ 18.05/CORD	\$x	428.00 CORDS	
			SUBTOTAL 1	\$
In addition, the succ appraised price:	essful bidder agree	es to purchase the	following spec	ies at the
SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED	VOLUME*	VALUE
P. BIRCH	\$ 13.30/CORD	4.00	CORDS = \$	53.20
MIX HARDWD	\$ 18.00/CORD	88.00	CORDS = \$	1,584.00
*These volumes are st estimated volumes are to examine this timbe	atistically estimat e final and not sub	SUBTOTAL 2 = 'ced within plus (+)	t. Prospective	11.94%. These bidders are urged
I understand that any will be the basis to must be bid or the bi awarding a contract wontract based upon e	determine total bid d form may be reject ill be based upon m	l value. All bids sted. I also under my past performance	must be signed stand that cons e and ability to	and all bid items ideration and
(bidder's p	rinted name)	(bidder's s	ignature)	
Address/Telephone				

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE WITHIN 21 DAYS OF SALE AWARD

UNDERGROUND DEERBLIND SALE (070-08-01) T46N, R31W, SEC. 36, SE 1/4, SESW. IRON COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 25, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES PULPWOOD	APPRAISED PRICE	BID PRICE	ESTIMATED VO	OLUME* =	VALUE			
Q. ASPEN	\$ 17.20/CORD	\$ x	762.00 CORI	os =	Ś			
MIX SOFTWD	\$ 17.15/CORD	\$x	567.00 CORI		\$			
			SUBTOTAL 1	\$				
In addition, the succes appraised price:	ssful bidder agree	es to purchase the	following spe	cies at	the			
SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED	VOLUME*	VALUE				
P. BIRCH	\$ 12.45/CORD	16.00	CORDS = \$	\$ 199.	20			
MIX HARDWD	\$ 17.40/CORD	8.00	CORDS = \$	139.	20			
SUBTOTAL 2 \$ 338.40 SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ *These volumes are statistically estimated within plus (+) or minus (-) 9.93%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.								
I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and manpower subject to my control.								
(bidder's pri	inted name)	(bidder's si	ignature)					
Address/Telephone								

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE WITHIN 21 DAYS OF SALE AWARD



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR	DEPARTMENT USE ONLY	
Sale or Permit No		
Year:	Туре:	

	COMPENSATION ACT	COMPLIANCE				,,,,,,	
	As required by Act 317, P.A. 1969 (Worke of Act 451 of 1994, a		nrt 525	Forest A	rea:	L	
	VERIFICATION OF	WORKER'S DISABIL	TY COMPENS	SATION	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 printe	d except for written si	gnatures.				
Plea	se Check Appropriate Categories:						
2.	My business is organized as (you must of A. Sole Proprietorship (individual) B. Partnership C. Corporation You must check one of the boxes below: A. I certify that my business is a so Worker's Compensation Laws. B. I certify that my business has sa Notice of Exclusion (BWC-337, Raward. (For questions or a copy of C. Certify that my business has a Value of the contract award. If you have checked item 2(A) or 2(B), including family members and active partnership.	le proprietorship and it atisfied its obligation to tev. 5/96). I will provid of the BWC-337, please Worker's Compensation	the Worker's e a copy of the call the Worken Policy. I will number of bo	Compene Notice or's Compension of the Compension	ssation Act through of Exclusion withir pensation Bureau a an original Certifica	the use of an approved a 21 days of the contract t 517-322-1195). te of Insurance within 21	
	Full Time	e Employees		11 To 10 To	Part T	ime Employees	
Name of Business		Federal ID (or) Social Security No.					
Address		Telephone No.					
City		State			Zip + 4		
Si	eby certify that the above information is the rage during any of my present and future ignature of Owner or Authorized Represer	operations.			ny changes that occ	ur in factors affecting my	
Ti	tle		Dat	e			

MILK MONEY OAK (073-08-01) T41N, R32W, SEC. 11, NWSW, NESW, SENW, SWNW. IRON COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 25, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME* = VALUE				
SAWLOGS	Name A AND ADDRESS OF THE PARTY	Bish Model					
RED OAK	\$ 261.00/MBF	\$x	117.80 MBF = \$				
PULPWOOD							
MIX ASPEN	\$ 29.20/CORD	\$X	1333.00 CORDS = \$				
MIX HARDWD	\$ 25.25/CORD	\$x	784.00 CORDS = \$				
			SUBTOTAL 1 \$				
In addition, the succe appraised price:	ssful bidder agrees	s to purchase the	following species at the				
SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED	VOLUME* VALUE				
P. BIRCH	\$ 16.55/CORD	79.00	CORDS = \$ 1,307.45				
SUBTOTAL 2 \$ 1,307.45 SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ *These volumes are statistically estimated within plus (+) or minus (-) 7.44%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.							
I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and manpower subject to my control.							
(bidder's pr	inted name)	(bidder's si	gnature)				
Address/Telephone							

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE WITHIN 21 DAYS OF SALE AWARD



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR	DEPARTMENT USE ONLY	
Sale or Permit No		
Year:	Туре:	
Forest Area:		

	COMPENSATION ACT COMPLIANCE							
	As required by Act 317, P.A. 1969 (Worke of Act 451 of 1994, a		art 525	Forest A	rea:			
	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 sol Worker's Compensation Laws. 	le proprietorship and it	has no employ	ees but	the sole proprietor	. I am not subject to the		
	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), y including family members and active partr			th full a	nd part time emplo	yees other than yourself		
	E. II Time	- Faralassa			D-4.T			
	Full time	Employees			Part 1	ïme Employees		
Van	ne of Business		Federal ID (or) S	Social Se	curity No.			
Address			Telephone No.					
City		State			Zip + 4			
cov	reby certify that the above information is truerage during any of my present and future of the control of the c	operations.	to notify the DI	NR of ar	ny changes that occ	ur in factors affecting my		
_								
7	Title							