

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

NORTH DEADHORSE HARDWOODS / T43N, R22W, SEC. 05, SENE,N1/2SE,SWSE,E1/2SW. DELTA COUNTY (Appr. \$9,188.60)

SOUTH DEADHORSE MIX / T43N, R22W, SEC. 05, SWSE, SESW.

T43N, R22W, SEC. 17, NE1/4, NENW.

T43N, R22W, SEC. 08, NE1/4, NW1/4, NESE, NWSE, SWSE.

T43N, R22W, SEC. 08, E1/2SE1/4.

DELTA COUNTY (Appr. \$80,438.55)

ENGINEER ROAD PATCHES / T43N, R22W, SEC. 17, SENW, SWNE.

DELTA COUNTY (Appr. \$2,073.45)

SALE DATE AND TIME: 04:00 p.m. on February 11, 2009.

ESCANABA

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

- 1. <u>Bid Location, Date, and Time:</u> Bids must be received by the Unit Manager, Escanaba Management Unit, 6833 Hwy 2, 41 & M-35, Gladstone, MI 49837, no later than 4:00 p.m. on February 11, 2009. For further information concerning this sale, contact the Unit Manager at 906-786-2354.
- 2. <u>Bidder's Qualifications</u>: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are <u>not permitted</u> to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. <u>Preparation of Sealed Bids</u>: Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
- 4. 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. <u>Public Opening of Sealed Bids:</u> If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. 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

NORTH DEADHORSE HARDWOODS (006-08-01)

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	E
SAWLOGS			
SUG. MAPLE	6.10 MBF	\$ 406.00/MBF	
PULPWOOD			
MIX HARDWD	182.00 CORDS	\$ 30.90/CORD	

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED MAPLE	2.20 MBF	\$ 159.00/MBF
BASSWOOD	2.40 MBF	\$ 114.00/MBF
P. BIRCH	.20 MBF	\$ 139.00/MBF
PULPWOOD		
BASSWOOD	11.00 CORDS	\$ 17.00/CORD
MIX SOFTWD	10.00 CORDS	\$ 25.00/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 21.98 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$500.00 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	PI	ERCENT	OF	TOTAL	SALE	VALUE
	1					39%		
	2					19%		
	3					24%		
	4					18%		

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



D = Treed Bog

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

TIMBER SALE MAP

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

Sale Number Year

33-006-08-01

Z008

Mapped By Mc Hamel Forest Management Unit County Date Page of Cruised By MCHames, Racine DELTA 8.19.08 ı ESCANABA Township Range Section(s) and Subdivision(s)

43N ZZW SEAP. NYESE, SWSE, FYESW

Cover Type

U = Upland Brush O = Oak P = Lowland Poplar A = Aspen G = Grass V = Bog or Marsh B = Paper Birch H = Hemlock C = Cedar

Q = Mixed Swamp Cnfr J = Jack Pine L = Lowland Brush R = Red Pine S = Black Spruce M = Mpl, Bch, Brch

W = White Pine X = Non Stocked Z = Water

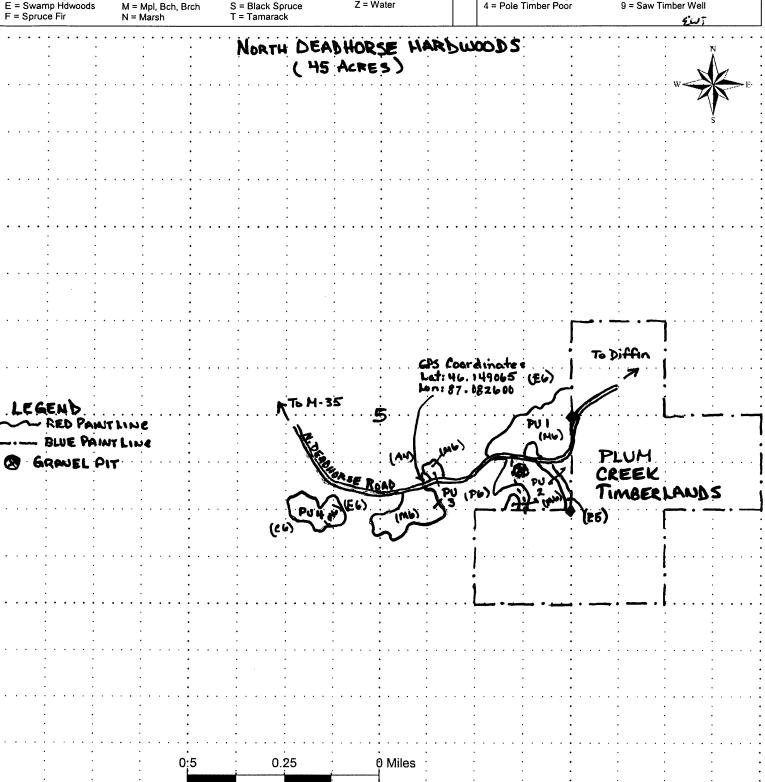
Density

0 = Non Stocked 5 = Pole Timber Medium 6 = Pole Timber Well

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 7 = Saw Timber Poor

3 = Seedling Sapling Well 8 = Saw Timber Medium

9 = Saw Timber Well 4 = Pole Timber Poor



Sale Specific Conditions & Requirements

Sale Name: North Deadhorse Hardwoods Sale Number: 33-006-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, and 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

In addition:

All aspen and balsam poplar which contain one or more |00" pulpwood sticks with a minimum top diameter of four (4) inches are designated for cutting.

All balsam fir and spruce that will yield three or more 100" pulpwood sticks with a minimum top diameter of four (4) inches are designated for cutting.

Within Payment Unit(s) 3, all white birch trees are designated for cutting when trees are 10 inches or more in diameter at a point measured 4.5 above ground level.

2.2 - Utilization

2.2.4 - Skidding length (2/04)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or their representative.

4 - Transportation

4.1 - Construction

4.1.7 - Road closure (4/07)

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. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

Sale Name: North Deadhorse Hardwoods Sale Number: 33-006-08-01

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 spring breakup or during wet weather conditions.

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 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - 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.

5.2.1.7 - 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.

5.2.1.10 - No slash in openings (7/07)

No brush or logging debris is to be left on the maintained wildlife opening. Any damage to the opening shall be repaired according to specifications of the Unit Manager or their representative.

5.2.12 - Bark slippage restriction (3/07)

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

5.4 - Soil Protection

Section Name: Sale Specific Page 2 of 3 Current as of 12/9/2008 4:30:00PM

Sale Name: North Deadhorse Hardwoods Sale Number: 33-006-08-01

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.

Section Name: Sale Specific

SOUTH DEADHORSE MIX (007-08-01)

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 SAWLOGS	ESTIMATED VOLUME*	APPRAISED PRICE
SUG. MAPLE PULPWOOD	25.40 MBF	\$ 305.00/MBF
Q. ASPEN	947.00 CORDS	\$ 26.20/CORD
MIX HARDWD	1061.00 CORDS	\$ 25.65/CORD

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

SPECIES	ESTIMATED VO	OLUME*	API	PRAISED PRICE
SAWLOGS				
RED MAPLE	9.40 1	MBF	\$	112.00/MBF
YEL. BIRCH	.60 h	MBF	\$	112.00/MBF
BASSWOOD	21.40 %	MBF	\$	110.00/MBF
P. BIRCH	1.70 N	MBF	\$	120.00/MBF
BLK CHERRY	.10 N	MBF	\$	106.00/MBF
MIX HARDWD	3.00 N	MBF	\$	104.00/MBF
PULPWOOD				,
BASSWOOD	54.00 0	CORDS	\$	13.20/CORD
P. BIRCH	174.00 0	CORDS	\$	15.40/CORD
B. POPLAR	362.00 0	CORDS	\$	15.50/CORD
N.W. CEDAR	110.00 0	CORDS	\$	21.20/CORD
MIX SOFTWD	323.00 0	CORDS	\$	16.50/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 9.00 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$4,500.00 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				01%		
	2				10%		
	3				12%		
	4				03%		
	5				03%		
	6				10%		
	7				04%		

continued

8	01%
9	01%
10	01%
11	01%
12	02%
13	04%
14	03%
15	07%
16	01%
17	30%
18	04%
19	02%

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



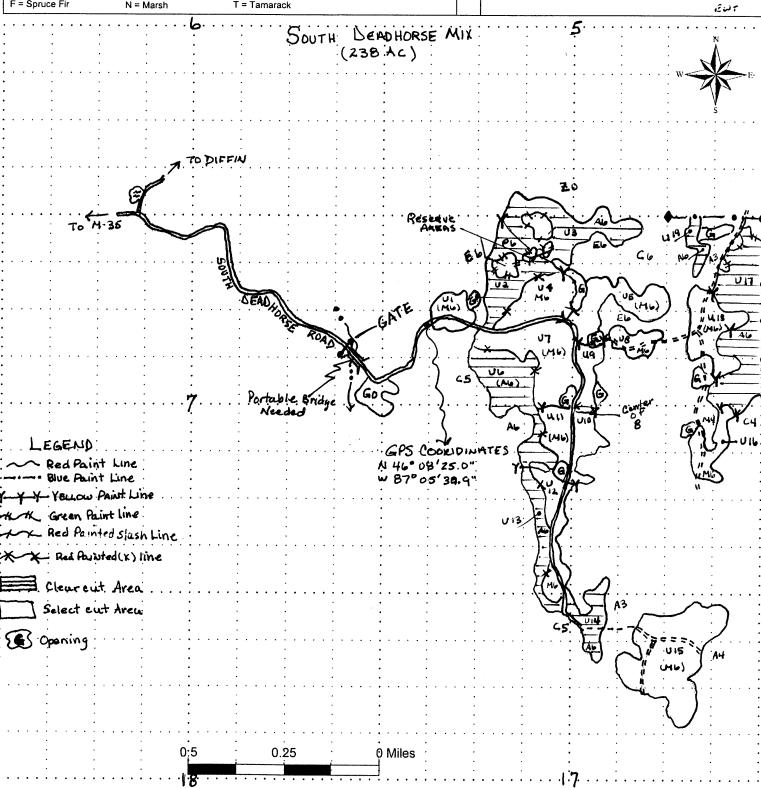
Michigan Department of Natural Resources - Forest, Mineral & Fire Management

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

Sale Number Year 33-007-08-01 08

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Forest Managem	nent Unit	County	Mapped By McNa	411EC	Date	Page	of
Escanaba	L	DeHA	Cruised By Mc Name	Racine	9-25-08	١ ١	J
Township	Range	Section(s) and Subd	ivision(s) 5 SWSE SESW	•			
43N	22W		8 NE'14, NW'14, F.V.	Suly, NESE, NWSE,	かいらば		
		Cover Type			Density		
A = Aspen	G = Grass	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole	Timber Med	ium

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

Sale Name: South Deadhorse Mix Sale Number: 33-007-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint and the South Deadhorse road, as shown on the attached sale map. Do not cut painted boundary line trees unless also marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (5/07)

Within Payment Unit(s) 6, 13, and 14, cut all aspen, balsam poplar, hardwood, white birch, balsam fir and spruce trees which meet minimum piece specifications in 2.2 Utilization.

Within units 2 and 3 cut all aspen, balsam poplar, hardwood, white birch, balsam fir and cedar trees which meet minimum piece specifications in 2.2 Utilization. Also, cut only those spruce trees that are NOT marked with green paint x's. The reserve areas (bounded by green paint lines) are not Included timber and are to be protected. The Select cut area within unit 3 is bounded by a red slashed painted line and only aspen, white birch, balsam and spruce that meet the minimum piece specifications in 2.2 Utilization and those trees marked with orange paint can be harvested.

Within unit 17, cut all aspen, white birch, balsam poplar, mix softwood and hardwood trees which meet minimum piece specification in 2.2 utilization. Do not cut any cedar within this unit.

Within unit 19 cut all aspen, balsam poplar, spruce and fir that meet the minimum piece specification in 2.2 utilization. Cut only those white birch that measure 9 inches or more in diameter at a point measured 4.5 feet above ground level and have a stump diameter of 10.5 inches measured at a point 6 inches above ground level. Do not cut any cedar or hardwood trees within this unit.

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

Within Payment Unit(s) 1, 4, 5, 7, 8, 9, 10, 11, 12, 15, 16, and 18, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also within these units cut all aspen and balsam poplar which meet the minimim piece specification in 2.2 Utilization. Cut only those spruce and fir that contain 3 or more 100" pulpwood sticks to a minimum top diameter of four inches.

Sale Name: South Deadhorse Mix Sale Number: 33-007-08-01

2.1.13 - Reserve areas (6/07)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are marked with a green boundary line and are within payment units 2, 3, and 17. The Purchaser shall not cut live or dead trees within reserve areas.

2.2 - Utilization

2.2.4 - Skidding length (2/04)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or their representative.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 2, 3, 6, 15, and 17 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

4.1.2 - Stream crossings, specific (2/04)

The Deadhorse creek crossing will require the installation of a portable bridge which will be provided by the purchaser. This installation will be performed in accordance with the specifications on the appropriate permits which shall be provided by the DNR.

4.1.5 - Culverts (3/08)

Roads may require the installation of culverts at cross drainages on wet soils, or across natural drainage-ways. Culverts shall be placed in locations specified by the sale administrator and shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet long. Culverts shall be installed prior to use of the road. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

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 back from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

Sale Name: South Deadhorse Mix Sale Number: 33-007-08-01

4.1.7 - Road closure (4/07)

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.

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 spring breakup, or wet weather conditions.

4.4 - Access

4.4.3 - Access gate (10/06)

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or their representative.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (2/08)

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

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.2 - Slash Removal

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

All slash must be removed at least 5 feet from the cleared right-of-way of forest roads.

5.2.1.7 - Slash must be scattered (2/04)

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

5.2.1.10 - No slash in openings (7/07)

Sale Name: South Deadhorse Mix Sale Number: 33-007-08-01

No brush or logging debris is to be left on the maintained wildlife opening. Any damage to the opening shall be repaired according to specifications of the Unit Manager or their representative.

5.2.12 - Bark slippage restriction (3/07)

Within Payment Unit(s) 1, 4, 5, 7, 8, 9, 10, 11, 12, 15, 16, and 18, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.2.43 - Opening protection (5/04)

No activities are permitted in openings marked on the timber sale map with the letter "G". Any damage to the openings shall be repaired according to specifications of the Unit Manager or their representative.

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.

Section Name: Sale Specific Page 4 of 4 Current as of 1/13/2009 10:35:15AM

ENGINEER ROAD PATCHES (011-08-01)

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 PULPWOOD	ESTIMATED VOLUME*	APPI	RAISED PRICE
Q. ASPEN	56.00 CORDS	\$	27.80/CORD

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

SPECIES PULPWOOD	ESTIMATED VOLUME*	APP	RAISED PRICE
B. POPLAR	9.00 CORDS	\$	19.45/CORD
MIX SOFTWD	8.00 CORDS	\$	22.30/CORD
MIX HARDWD	6.00 CORDS	\$	27.20/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 17.31 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

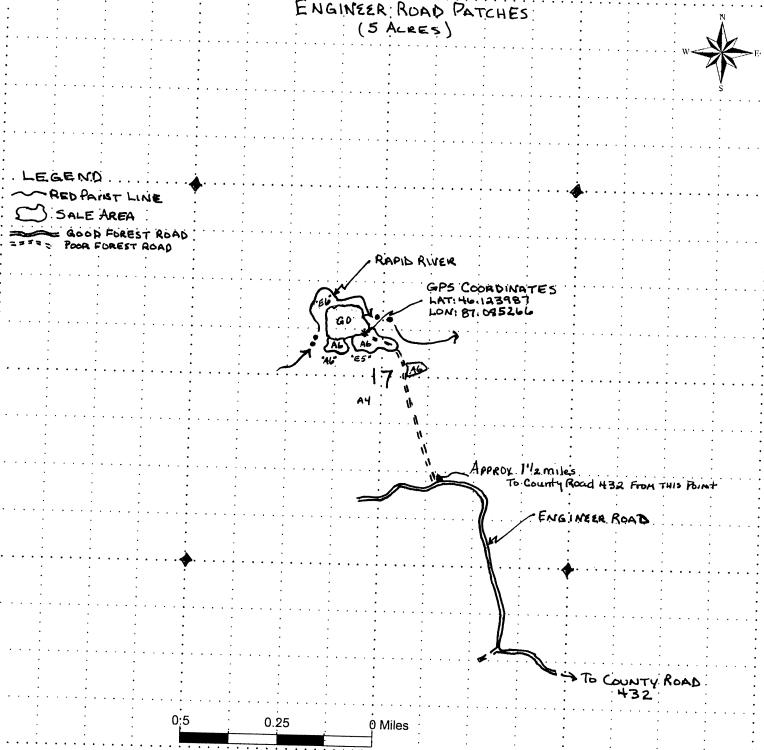
- 1. A bond in the amount of \$105.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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 September 30, 2010.



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

Sale Number Year

MCHIGHT. 68		tion provided by authority of I	Part 525 of Act 451, PA 19	994, as amended.	3- 4		
Forest Management U		County	Mapped By McNa	· · · · · · · · · · · · · · · · · · ·		011-08-01	2008
ESCANAB	A	Delta	Cruised By	-me-e	Date	Page	of
Township	Range	Section(s) and Subdivision	Cruised By McNa	mee	9-24	,-08 1	_)
43N	22 W		SENW, SWNE				
	Co	over Type			Dec		
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwoods F = Spruce Fir	G = Grass H = Hemlock J = Jack Pine L = Lowland Brush M = Mpl, Bch, Brch N = Marsh	O = Oak P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce T = Tamarack	U = Upland Brush V = Bog or Marsh W = White Pine X = Non Stocked Z = Water	0 = Non Stocked 1 = Seedling Sapling 2 = Seedling Sapling 3 = Seedling Sapling 4 = Pole Timber Poo	Poor Medium	nsity 5 = Pole Timber Mec 6 = Pole Timber Wel 7 = Saw Timber Poo 8 = Saw Timber Med 9 = Saw Timber Well	l r ium
• • • • • • • • • • • • • • • • • • • •							EUT
	:	ENGIN	IZER ROAD PA	TCHES	• • • • •	· · · · · · · · · · · · · · · · · · ·	



Sale Specific Conditions & Requirements

Sale Name: Engineer Road Patches Sale Number: 33-011-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

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

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (5/07)

Within Payment Unit(s) 1, cut all aspen, balsam poplar, hardwood and mixed softwood trees which meet minimum piece specifications in 2.2 Utilization. EXCEPTION: DO NOT CUT ANY CEDAR WITHIN THE SALE AREA.

2.2 - Utilization

2.2.4 - Skidding length (2/04)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or their representative.

4 - Transportation

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 spring breakup or may occur during wet weather conditions.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

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.

5.2.1.10 - No slash in openings (7/07)

No brush or logging debris is to be left on the maintained wildlife opening. Any damage to the opening shall be repaired according to specifications of the Unit Manager or their representative.

Sale Name: Engineer Road Patches Sale Number: 33-011-08-01

5.2.43 - Opening protection (5/04)

No activities are permitted in openings marked on the timber sale map with the letter "G". Any damage to the openings shall be repaired according to specifications of the Unit Manager or their representative.

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.

Section Name: Sale Specific Page 2 of 2 Current as of 12/9/2008 4:11:38PM

SPECIES

SAWLOGS

ESTIMATED VOLUME* = VALUE

NORTH DEADHORSE HARDWOODS (006-08-01) T43N, R22W, SEC. 05, SENE,N1/2SE,SWSE,E1/2SW. DELTA COUNTY

In response to the notice of sale to be held 04:00 p.m. on February 11, 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.

BID PRICE

APPRAISED PRICE

SUG. MAPLE	\$	406.00/M	BF \$	x	6.10	MBF	= \$	\$
PULPWOOD								
MIX HARDWD	\$	30.90/C	ORD \$	x	182.00	CORDS	= \$	\$
					SUBTOTAL	. 1	\$	
In addition, the appraised price:	successful	bidder a	grees to	purchase the	e following	speci	es at t	:he
appraised price.								
SPECIES	APPR	AISED PRI	CE	ESTIMATEI	VOLUME*	v	ALUE	
SAWLOGS							1111011	
RED MAPLE	\$	159.00/M	BF	2.20	MBF	= \$	349.8	30
BASSWOOD	\$	114.00/M	BF	2.40	MBF	= \$	273.6	_
P. BIRCH	\$	139.00/M	BF	.20	MBF	= \$	27.8	
PULPWOOD						·		
BASSWOOD	\$	17.00/C	ORD	11.00	CORDS	= \$	187.0	0
MIX SOFTWD	\$	25.00/C	ORD	10.00	CORDS	= \$	250.0	
				S	SUBTOTAL 2	\$	1,088.2	<u>o</u>
	st	BTOTAL 1	+ SUBT	TOTAL 2 =	TOTAL BID	VALUE	\$	

*These volumes are statistically estimated within plus (+) or minus (-) 21.98%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and manpower subject to my control.

(bidder's printed name)	(bidder's signature)
Address/Telephone	

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



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

COMPENSATION ACT COMPLIANC	, E `
As required by Act 317, P.A. 1969 (Worker's Compensation) a of Act 451 of 1994, as amended.	and Part 525 Forest Area:
VERIFICATION OF WORKER'S DISA	ABILITY COMPENSATION ACT COMPLIANCE
This verification must be completed and submitted with sale contract.	nin 21 days of contract award and prior to the issuance of the timber
In addition, if boxes 2B or 2C are checked, then Notice of days of the contract award and prior to the issuance of the contract award and prior to the contract award and prior to the contract award and prior to the contract award award and prior to the contract award awa	of Exclusion or Certificate of Insurance must be submitted within 21 the timber sale contract.
All Information must be typed or printed except for written	en signatures.
Please Check Appropriate Categories:	
 My business is organized as (you must check one of the box A. Sole Proprietorship (individual) Partnership Corporation 	xes below):
2. You must check one of the boxes below:	
A. I certify that my business is a sole proprietorship an Worker's Compensation Laws.	nd it has no employees but the sole proprietor. I am not subject to the
Notice of Exclusion (BWC-337, Rev. 5/96). I will praaward. (For questions or a copy of the BWC-337, ple	on to the Worker's Compensation Act through the use of an approved rovide a copy of the Notice of Exclusion within 21 days of the contract case call the Worker's Compensation Bureau at 517-322-1195). ation Policy. I will provide an original Certificate of Insurance within 21
 If you have checked item 2(A) or 2(B), you must indicate including family members and active partners (if none, you me 	the number of both full and part time employees other than yourself just enter "0").
Full Time Employees	Part Time Employees
lame of Business	Federal ID (or) Social Security No.
ddress	Telephone No.
ity State	Zip + 4
hereby certify that the above information is true and correct. I agroverage during any of my present and future operations. Signature of Owner or Authorized Representative	ree to notify the DNR of any changes that occur in factors affecting my
Title	Date

SOUTH DEADHORSE MIX (007-08-01)

T43N, R22W, SEC. 05, SWSE, SESW.

T43N, R22W, SEC. 17, NE1/4, NENW.

T43N, R22W, SEC. 08, NE1/4, NW1/4, NESE, NWSE, SWSE.

T43N, R22W, SEC. 08, E1/2SE1/4.

DELTA COUNTY

In response to the notice of sale to be held 04:00 p.m. on February 11, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES SAWLOGS	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME*	= VALUE
SUG. MAPLE PULPWOOD	\$ 305.00/MBF	\$x	25.40 MBF	= \$
Q. ASPEN MIX HARDWD	\$ 26.20/CORD \$ 25.65/CORD	\$x \$x	947.00 CORDS 1061.00 CORDS	= \$ = \$
			SUBTOTAL 1 \$	

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

<u>SPECIES</u>	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAWLOGS			***************************************
RED MAPLE	\$ 112.00/MBF	9.40 MBF	= \$ 1,052.80
YEL. BIRCH	\$ 112.00/MBF	.60 MBF	= \$ 67.20
BASSWOOD	\$ 110.00/MBF	21.40 MBF	= \$ 2,354.00
P. BIRCH	\$ 120.00/MBF	1.70 MBF	= \$ 204.00
BLK CHERRY	\$ 106.00/MBF	.10 MBF	= \$ 10.60
MIX HARDWD	\$ 104.00/MBF	3.00 MBF	= \$ 312.00
PULPWOOD			
BASSWOOD	\$ 13.20/CORD	54.00 CORDS	= \$ 712.80
P. BIRCH	\$ 15.40/CORD	174.00 CORDS	= \$ 2,679.60
B. POPLAR	\$ 15.50/CORD	362.00 CORDS	= \$ 5,611.00
N.W. CEDAR	\$ 21.20/CORD	110.00 CORDS	= \$ 2,332.00
MIX SOFTWD	\$ 16.50/CORD	323.00 CORDS	= \$ 5,329.50
		SUBTOTAL 2	\$ 20,665.50
	SUBTOTAL 1 + SUBT	COTAL 2 = TOTAL BID	VALUE \$

*These volumes are statistically estimated within plus (+) or minus (-) 9.00%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and manpower subject to my control.

(bidder's printed name)	(bidder's signature)
Address/Telephone	



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
	As required by Act 317, P.A. 1969 (Worker's Compensation) and of Act 451 of 1994, as amended.	l Part 525	Forest Area:	
	VERIFICATION OF WORKER'S DISAB	BILITY COMPENS	ATION ACT COMPLIAN	CE
•	This verification must be completed and submitted within sale contract.	21 days of contr	act award and prior to t	he issuance of the timber
•	In addition, if boxes 2B or 2C are checked, then Notice of Eddays of the contract award and prior to the issuance of the	Exclusion or Cer timber sale con	tificate of Insurance mu tract.	st be submitted within 21
•	All Information must be typed or printed except for written	signatures.		
Ple	ease Check Appropriate Categories:			
1.	My business is organized as (you must check one of the boxes A. Sole Proprietorship (individual) B. Partnership C. Corporation	s below):		
2.	You must check one of the boxes below:			
	A. l certify that my business is a sole proprietorship and Worker's Compensation Laws.	it has no employe	ees but the sole proprieto	or. I am not subject to the
3.	 B.	ide a copy of the ce call the Worker on Policy. I will possible number of both	Notice of Exclusion with 's Compensation Bureau rovide an original Certific	in 21 days of the contract at 517-322-1195). ate of Insurance within 21
	Full Time Employees		Part 1	Time Employees
Name	e of Business	Federal ID (or) So	cial Security No.	
Addre	ess	Telephone No.		
City	State		Zip + 4	
	eby certify that the above information is true and correct. I agree rage during any of my present and future operations. gnature of Owner or Authorized Representative	to notify the DNF	R of any changes that occ	ur in factors affecting my
Titl	e .	Date		

ESCANABA MANAGEMENT UNIT GLADSTONE

ENGINEER ROAD PATCHES (011-08-01) T43N, R22W, SEC. 17, SENW, SWNE. DELTA COUNTY

In response to the notice of sale to be held 04:00 p.m. on February 11, 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 VOLUM	ME* = VALUE
Q. ASPEN	\$ 27.80/CORD	\$x	56.00 CORDS	= \$
			SUBTOTAL 1	5
In addition, the succe appraised price:	essful bidder agrees	to purchase the	following specie	es at the
SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED	VOLUME* VA	LUE
B. POPLAR	\$ 19.45/CORD	9.00	CORDS = \$	175.05
MIX SOFTWD	\$ 22.30/CORD		CORDS = \$	
MIX HARDWD	\$ 27.20/CORD		CORDS = \$	· · · · · · · · · · ·
		st	JBTOTAL 2 \$	516.65
*These volumes are sta estimated volumes are	atistically estimated	d within plus (+)	. Prospective b	.31%. These
to examine this timbe	er and to make their —	own estimates of	quantity and qua	ality.
I understand that any will be the basis to d must be bid or the bid awarding a contract wi contract based upon eq	determine total bid was selected to the selected selecte	value. All bids ed. I also unders past performance	must be signed as stand that consider and ability to	nd all bid items
(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

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 or Permit No	
Year:	Туре:
Forest Area:	

	of Act 451 of 1994, as amended.						
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE						
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timbe sale contract.	r					
•	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.						
Ple	ease 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.						
3.	If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than yoursel including family members and active partners (if none, you must enter "0").	f					
	Full Time EmployeesPart Time Employees						
Nam	ne of Business Federal ID (or) Social Security No.						
Add	Telephone No.						
City	State Zip + 4						
	ereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my berage during any of my present and future operations. Signature of Owner or Authorized Representative						
Ţ	Title Date						