

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

MEREDITH ROAD MIX / T35N, R04E, SEC. 12, NE1/4, E1/2 NW1/4, N1/2 SE1/4.
T36N, R04E, SEC. 35, SW1/4 SE1/4.
PRESQUE ISLE COUNTY (Appr. \$108,953.85)

GLAWE ASPEN REVISITED / T35N, R02E, SEC. 01, N1/4.SE/NE.SE/NW.
T35N, R02E, SEC. 02, NE/NE.
PRESQUE ISLE COUNTY (Appr. \$39,022.40)

COMPARTMENT 135 RPP / T34N, R03E, SEC. 12, SENE, N1/2SE, SWSE.

PRESQUE ISLE COUNTY (Appr. \$137,730.60)

SALE DATE AND TIME: 03:00 p.m. on November 25, 2008.

ATLANTA

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

- 1. <u>Bid Location</u>, <u>Date</u>, <u>and Time</u>: Bids must be received by the Unit Manager, Atlanta Management Unit, 13501 M-33, Atlanta, MI 49709, no later than 3:00 p.m. on November 25, 2008. For further information concerning this sale, contact the Unit Manager at 989-785-4251.
- 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 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. <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

MEREDITH ROAD MIX (022-08-01)

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*	APE	PRAISED PRICE
SAWLOGS			
MIX ASPEN	648.00 MBF	\$	83.90/MBF
PULPWOOD			
RED MAPLE	1319.00 CORDS	\$	18.70/CORD
MIX ASPEN	1150.00 CORDS	\$	22.05/CORD

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

SPECIES	ESTIMATED VOLUME*	APP	RAISED PRICE
PULPWOOD			
P. BIRCH	236.00 CORDS	\$	5.35/CORD
BALSAM FIR	475.00 CORDS	\$	6.95/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 6.82 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$5,500.00 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				08%		
	2				23%		
	3				37%		
	4				32%		

- 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, 2010.

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

Sale Number Year

TIMBER SALE MAP 08 54-022-08-01 This information provided by authority of Part 525 of Act 451, PA 1994, as amended. Mapped By Forest Management Unit County Scheele 5/2/00 FMU Presque Isla Cruised By Atlanta Scheele E1/2 NW 14, SEU 12 NE 14, Section(s) and Subdivision(s) 35 N - 4E Township Range 35/36 N 4E SW 114 SE 14 36N - 4E Sec 35 Density Cover Type U ≈ Upland Brush 5 = Pole Timber Medium O = Oak 0 = Non Stocked A = Aspen G = Grass 6 = Pole Timber Well V ≈ Bog or Marsh B = Paper Birch P = Lowland Poplar 1 = Seedling Sapling Poor H ≠ Hemlock Q = Mixed Swamp Cnfr W ≈ White Pine 2 = Seedling Sapling Medium 7 = Saw Timber Poor C = Cedar J = Jack Pine X = Non Stocked 8 = Saw Timber Medium D = Treed Bog L = Lowland Brush R = Red Pine 3 = Seedling Sapling Well E = Swamp Howoods S = Black Spruce Z = Water4 = Pole Timber Poor 9 = Saw Timber Well M = Mpl, Bch, Brch F = Spruce Fir T = Tamarack N = Marsh MEREDITH ROAD MIX LO Presique. Isle: County. 177 Acres LEGEND Sale boundary (Red Paint): Black Bear Hwy P5 Private boundary (Blue Paint) * Payment Unit Line : (Yellow Paint) 1 Payment Unit Survey Corner. LO ρ5 Retention/No cut P5 (Teal Paint) P5 ρ3 Abres **a** 15 PVT 41 65 56 :44 PVT LO LO 46 PVT 0.25 0 Miles (6) :COMP. 152, ST. 12 \$25

Sale Specific Conditions & Requirements

Sale Name: Meredith Road Mix Sale Number: 54-022-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, and 4, cut all trees which meet minimum piece specifications in 2.2 Utilization except do not cut HEMLOCK AND CEDAR. Reserve areas identified in accordance with 2.1.13 - Reserve areas, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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/teal boundary line in unit 1. The Purchaser shall not cut live or dead trees within reserve areas. If Purchaser's operations have damaged reserve areas through carelessness, the Purchaser shall pay \$200.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

3 - Payments

3.3 - Pre-measured Sales

3.3.2 - One active unit (2/04)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or their representative before the next unit may be opened.

Sale Name: Meredith Road Mix Sale Number: 54-022-08-01

3.3.4 - Dividing payment units (7/05)

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

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

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. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth.

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.1 - Private property access (8/04)

Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. (Contact the Atlanta Field Office regarding possible access to sale across private land.)

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.

Sale Name: Meredith Road Mix Sale Number: 54-022-08-01

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.7 - 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.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (12/04)

It is recommended, but not required, that within Payment Unit(s) 1, 2, 3, and 4, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. This restriction is because of the wetter soil conditions that occur in some areas of the sale.

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 (8/07)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 6 inches or greater in depth and 50 feet in length. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or their representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and/or the risk of rutting has decreased.

5.8 - Protection of Habitat of Endangered Species

Section Name: Sale Specific Page 3 of 4 Current as of 9/15/2008 10:27:48AM

Sale Name: Meredith Road Mix Sale Number: 54-022-08-01

5.8.5 - Protection of raptor nests (9/05)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (5/05)

The purchaser is responsible for posting and maintaining caution signs on Meredith Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

7 - Other Conditions

7.3 - Contract Modifications

7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

GLAWE ASPEN REVISITED (027-08-01)

A timber sale contract for this $\underline{\text{LUMP SUM SEALED}}$ 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
SAWLOGS		
MIX ASPEN	83.00 MBF	\$ 101.00/MBF
PULPWOOD		
RED MAPLE	1060.00 CORDS	\$ 15.65/CORD
MIX ASPEN	458.00 CORDS	\$ 19.50/CORD

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

SPECIES	ESTIMATED VOLUME*	APP	RAISED PRICE
SAWLOGS			
RED MAPLE	7.00 MBF	\$	89.00/MBF
PULPWOOD			
P. BIRCH	160.00 CORDS	\$	4.55/CORD
MIX SOFTWD	266.00 CORDS	\$	8.15/CORD
MIX HARDWD	165.00 CORDS	\$	9.70/CORD

^{*}These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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				50%		
	2				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, 2010.

STATE OF MICHIGAN DEPARTMENT OF NATURAL RESCURCES TIMBER SALE MAP

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STATE FOREST AND FO		STE TINITO	MAPPED BY	rne	0 5 /2008
ļ . -	ATLANTA MO	ST. UNIT		NE; SE/NW	09/2008
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		ER TYPE			DENSITY
A - Aspen B - Paper Birch C - Cedar E - Swamp Hdwds F - Spruce Fir G - Grass	H - Hemfock J - Jack Pine L - Lowland Srush M - Mpl, Bch, Brch N - Marsh O - Oak	P - Lowisnd Papier Q - Mx Swamp Cnpr R - Red Pine S - Bleck Spruce Y - Tamerack U - Upland Brush	V - Bag or Mersh W - White Pins X - Non Stocked Z - Water	Non Stocked Seedling Sapling Poor Seedling Sapling Well Pole Timber Poor Pole Timber Medium 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: Glawe Aspen Revisited Sale Number: 54-027-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red and blue paint. Interior Payment Unit boundaries are marked with yellow 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

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (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. No oak or hemlock may be cut or damaged.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

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

4 - Transportation

4.1 - Construction

4.1.12 - No new roads (5/07)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

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

Sale Name: Glawe Aspen Revisited Sale Number: 54-027-08-01

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 locations. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule the conference.

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.

5.2.2 - 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), unless changed by written agreement, cutting and skidding are limited to the period of December 1st to March 31st. This restriction is because of heavy wet soils.

5.2.4 - Dead and Down Creation

5.2.4.4 - Dead and down creation, grouse (9/05)

To encourage grouse use and other wildlife, in unit(s) 1 and 2 leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the cut unit. This can be an unmerchantable piece or a full tree. Each log must be clearly identified by a piece of blue flagging.

5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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.

Sale Name: Glawe Aspen Revisited Sale Number: 54-027-08-01

5.2.41 - Snowmobile trail protection (4/07)

Glawe Road is a snowmobile trail and is shown on the Timber Sale Map. If the trail is used, it must be maintained throughout the sale and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. 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. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

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 6 inches or greater in depth and 50 feet in length. The Unit Manager or their representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and/or the risk of rutting has decreased.

5.4.6 - Wet area protection (9/05)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile trail posting (2/04)

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 200 feet from the sale boundary. The DNR will provide these signs for use on State-owned land.

7 - Other Conditions

7.3 - Contract Modifications

7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

COMPARTMENT 135 RPP (034-08-01)

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 SAWLOGS

RED PINE 732.20 MBF \$ 157.00/MBF

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

SPECIES ESTIMATED VOLUME*

PULPWOOD

RED PINE 784.00 CORDS \$ 29.05/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 12.29 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 \$7,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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 55%

45%

- 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, 2010.



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

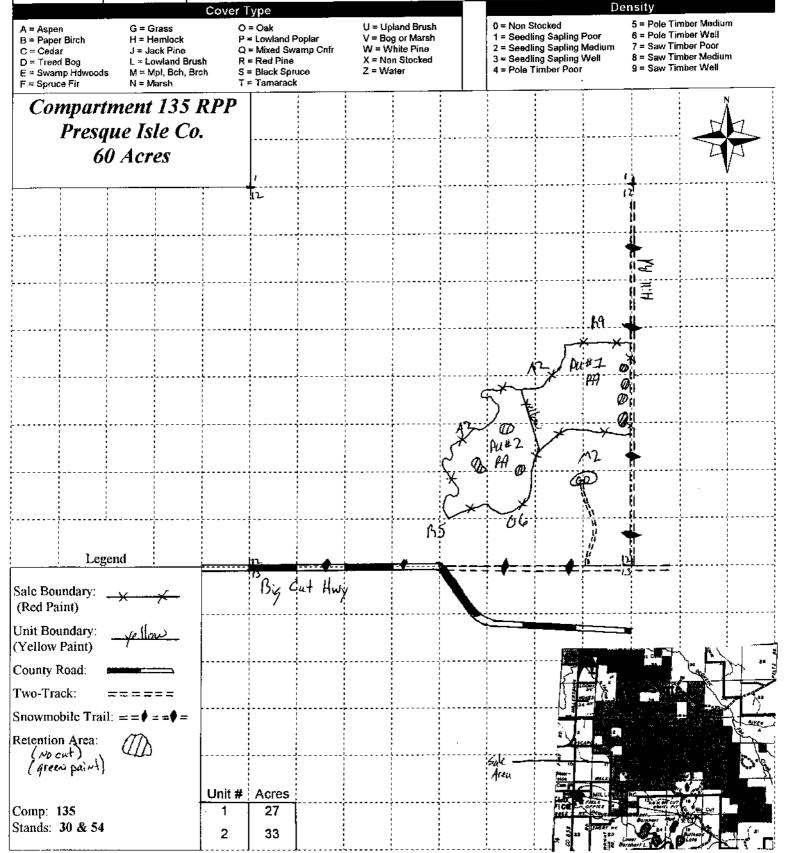
TIMBER SALE MAP

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

Sale Number 54-034-08-01 Year 2008

of Date Page Forest Management Unit County Mapped By C. Stevens 07/21/2008 Presque Isle Cruised By Cedar Ridge Forestry Atlanta

Section(s) and Subdivision(s) Township Range Scale: 4 inch = 1 mile SENE, N1/2SE, SWSE, 03E 34N



Sale Specific Conditions & Requirements

Sale Name: Compartment 135 Rpp Sale Number: 54-034-08-01

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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow 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

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (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 White Pine & Oak. Reserve areas identified in accordance with 2.1.13 Reserve areas within clearcutting unit boundaries are not Included Timber and are to be protected.

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. The Purchaser shall not cut live or dead trees within reserve areas. If Purchaser's operations have damaged reserve areas through carelessness, the Purchaser shall pay \$200.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1 and 2 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

Section Name: Sale Specific Page 1 of 4 Current as of 9/15/2008 11:09:28AM

Sale Name: Compartment 135 Rpp Sale Number: 54-034-08-01

4.1.12 - No new roads (5/07)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

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 main skid 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

5.2.1.7 - 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.

5.2.2 - 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.

Sale Name: Compartment 135 Rpp Sale Number: 54-034-08-01

5.2.15 - Bark beetle restriction (2/04)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or their representative, within fifteen days of being severed from the stump. Pine logs, pulpwood piles and treetop piles for chipping that are decked in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this option if the risk of damage warrants.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (12/04)

It is recommended, but not required, that within Payment Unit(s) 1 and 2, cutting, skidding, and hauling occur during the period of March 31 to December 1. This restriction is to avoid access issues with the snowmobile trail.

5.2.29 - Shrub protection (9/07)

Do not cut or damage cherry, hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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 snowmobile trail is shown on the Timber Sale Map. If the trail is used, it must be maintained 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. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. 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. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

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 6 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

Sale Name: Compartment 135 Rpp Sale Number: 54-034-08-01

6.2.2 - Snowmobile trail posting (2/04)

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 200 feet from the sale boundaryor where truck/equipment traffic will be using the trail. The DNR will provide these signs for use on State-owned land.

7 - Other Conditions

7.3 - Contract Modifications

7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

There is no ash or "firewood" in this sale, but it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

ATLANTA MANAGEMENT UNIT ATLANTA

MEREDITH ROAD MIX (022-08-01) T35N, R04E, SEC. 12, NE1/4, E1/2 NW1/4, N1/2 SE1/4. T36N, R04E, SEC. 35, SW1/4 SE1/4. PRESQUE ISLE COUNTY

In response to the notice of sale to be held 03:00 p.m. on November 25, 2008, 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 PR	ICE BID PRICE	ESTIMATED VOLUM	E* = VALUE
SAWLOGS				
MIX ASPEN	\$ 83.90/MB	F \$	X 648.00 MBF	= \$
PULPWOOD				
RED MAPLE	\$ 18.70/CO			= \$
MIX ASPEN	\$ 22.05/CO	RD \$	X 1150.00 CORDS	= \$
			SUBTOTAL 1 \$	
In addition, the suc	cessful bidder ag	rees to purchase th	he following specie	s at the
SPECIES PULPWOOD	APPRAISED PRIC	E ESTIMAT	ED VOLUME* VA	LUE
P. BIRCH	\$ 5.35/CO	PD 236 (00 CORDS = \$	1,262.60
BALSAM FIR	\$ 5.35/CO		•	3,301.25
	4 5025,550		- - +	3,301.23
			SUBTOTAL 2 \$	4,563.85
	SUBTOTAL 1	+ SUBTOTAL 2 =	TOTAL BID VALUE \$	
*These volumes are s estimated volumes a to examine this tim	re final and not	subject to adjustme	ent. Prospective b	idders are urged
I understand that an will be the basis to must be bid or the bawarding a contract contract based upon	determine total lid form may be rewill be based upon	oid value. All bio jected. I also unde n my past performan	ds must be signed as erstand that considence and ability to	nd all bid items eration and
(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

ired by Act 317 P.A. 1060 (Morker's Compensation) and Part 525

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

	of Act 451 of 1994, as amended.	a Part 525	Folest Alea.				
	VERIFICATION OF WORKER'S DISAB	BILITY COMPENS	ATION ACT COMPLIANCE				
•	This verification must be completed and submitted within sale contract.	1 21 days of contr	act award and prior to the issuance of the timber				
•		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	n signatures.					
Ple	Please Check Appropriate Categories:						
1.	My business is organized as (you must check one of the boxe	es below):					
	A. Sole Proprietorship (individual)						
	B. Partnership						
	C. Corporation		!				
≥.	You must check one of the boxes below:						
	A. I certify that my business is a sole proprietorship and Worker's Compensation Laws.	d it has no employ	vees 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 Compensa days of the contract award.	tion Policy. I will	provide an original Certificate of Insurance within 21				
3.	If you have checked item 2(A) or 2(B), you must indicate t including family members and active partners (if none, you must).		th full and part time employees other than yourself				
	Full Time Employees		Part Time Employees				
lan	ne of Business	Federal ID (or) S	Social Security No.				
dd	ress	Telephone No.					
		(')					
ity	State	•	Zip + 4				
he	reby certify that the above information is true and correct. I agi	ree to notify the DI	NR of any changes that occur in factors affecting my				
OV	erage during any of my present and future operations.						
_	Secretary of Owner of Authorized Developed						
٥	Signature of Owner or Authorized Representative						
_							
	Title	Date	e l				

ATLANTA MANAGEMENT UNIT ATLANTA

GLAWE ASPEN REVISITED (027-08-01) T35N, R02E, SEC. 01, N1/4.SE/NE.SE/NW. T35N, R02E, SEC. 02, NE/NE. PRESQUE ISLE COUNTY

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SPECIES	AP	PRAISED PRICE	BID	PRICE	ESTIMAT:	ED VOL	UME* = VALUE
SAWLOGS							
MIX ASPEN	\$	101.00/MBF	\$	x	83.00	MBF	= \$
PULPWOOD							
RED MAPLE		15.65/CORD	\$	x			·
MIX ASPEN	\$	19.50/CORD	\$	х	458.00	CORDS	= \$
					SUBTOTA	ե 1	\$
In addition, the su	ccessful	bidder agree	es to purc	hase the	following	g spec	ies at the
appraised price:							
SPECIES	APPR	AISED PRICE	F	STIMATED	VOLUME*		VALUE
SAWLOGS	-		_			•	
RED MAPLE	\$	89.00/CORD		7.00	CORDS	= \$	623.00
PULPWOOD							
P. BIRCH		4.55/CORD			CORDS		728.00
MIX SOFTWD		8.15/CORD			CORDS	= \$	•
MIX HARDWD	\$	9.70/CORD		165.00	CORDS	= \$	1,600.50
				S	UBTOTAL 2	\$_	5,119.40
	S	UBTOTAL 1 +	SUBTOTAL	. 2 = '	TOTAL BID	VALUE	\$
*These estimated vo urged to examine t	lumes are	e final and r er and to mak	not subjecte their o	t to adj wn estima	ustment. ates of qu	Prosp	ective bidder; y and quality;
I understand that a will be the basis t must be bid or the awarding a contract contract based upon	o determ bid form will be	ine total bid may be rejec based upon m	l value. ted. I al ny past pe	All bids so under	must be s stand that e and abil	signed cons	and all bid : ideration and

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:	Type:			
Forest Area:				

Ti	tle		Date	· · · · · · · · · · · · · · · · · · ·			
Si	ignature of Owner or Authorized Represer	ntative					
*Avenue							
	eby certify that the above information is treage during any of my present and future		to notify the DN	IR of any changes that	coccur in factors affecting my		
City		State		Zip + 4			
Addr	ess		Telephone No.				
Nam	e of Business		Federal ID (or) Social Security No.				
	Full Time	e Employees		P	art Time Employees		
3.	If you have checked item 2(A) or 2(B), including family members and active part	you must indicate the ners (if none, you must	number of bot enter "0").	h full and part time e	mployees other than yourself		
	award. (For questions or a copy of a copy of the contract award.						
	B. I certify that my business has s	Rev. 5/96). I will provid	te a copy of the	Notice of Exclusion \	within 21 days of the contract		
	A. I certify that my business is a so Worker's Compensation Laws.		has no employ	ees but the sole propr	ietor. I am not subject to the		
2.	You must check one of the boxes below:			·			
	B. Partnership C. Corporation						
' '	A. Sole Proprietorship (individual)	3110 311 <u>0110</u> 01 1110 201000					
Ple 1.	ase Check Appropriate Categories: My business is organized as (you must of the control of the c	check one of the hoxes	helow):				
•	All Information must be typed or print	ed except for written s	ignatures.				
•	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.						
•	This verification must be completed a sale contract.						
		F WORKER'S DISABIL					
	As required by Act 317, P.A. 1969 (World of Act 451 of 1994,		art 525	Forest Area:			
		I COMPLIANCE					

ATLANTA MANAGEMENT UNIT ATLANTA

COMPARTMENT 135 RPP (034-08-01) T34N, R03E, SEC. 12, SENE, N1/2SE, SWSE. PRESQUE ISLE COUNTY

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SPECIES	APPRAISED PRIC	E BID PRICE	ESTIMATED VO	LUME* = VALUE
SAWLOGS				
RED PINE	\$ 157.00/MBF	\$X	732.20 MBF	= \$
			SUBTOTAL 1	\$
In addition, the su appraised price:	ccessful bidder agre	es to purchase the	following spe	cies at the
SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED	VOLUME*	VALUE
RED PINE	\$ 29.05/CORD	784.00	CORDS = \$	22,775.20
		su	JBTOTAL 2 \$	22,775.20
	SUBTOTAL 1 +	SUBTOTAL 2 = T	OTAL BID VALU	E \$
estimated volumes	statistically estima are final and not sub mber and to make the:	oject to adjustment	. Prospective	e bidders are urged
will be the basis t must be bid or the awarding a contract	ny or all bids may be o determine total bid bid form may be rejec will be based upon a equipment and manpor	d value. All bids cted. I also unders my past performance	must be signed tand that cons and ability	d and all bid items sideration and
(bidder's	printed name)	(bidder's si	gnature)	
Address/Telephon	e			

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:					

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

		MONNEN O DIOADIE					
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timb 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 si	ignatures.				
Ple	ase Check Appropriate Categories:						
1.	 My business is organized as (you must check one of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 						
2.	 You must check one of the boxes below: A.						
3.	If you have checked item 2(A) or 2(B), you including family members and active partners. Full Time	ou must indicate the ers (if none, you must Employees	number o enter "0").	f both full ar	nd part time employees other than yours	elf	
Nan	ne of Business		Federal ID (or) Social Security No.				
Address			Telephone No.				
City	5	State			Zip + 4		
cov _	reby certify that the above information is truerage during any of my present and future of the second secon	pperations.	e to notify the	ne DNR of an	y changes that occur in factors affecting n	ny	
_	Fitle			Date			