

### 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:

CALAMINE CORNER / T31N, R04E, SEC. 03, SWNW,N/2SW.
T31N, R04E, SEC. 04, E/2NE.
MONTMORENCY COUNTY (Appr. \$46,999.60)

30-30 HDWD / T31N, R01E, SEC. 04, SWNE, NW1/4, SE1/4, E1/2SW.
T31N, R01E, SEC. 04, NWSW.
T31N, R01E, SEC. 05, E1/2NE, NESE.
MONTMORENCY COUNTY (Appr. \$74,193.35)

BIG FIELD HDWD / T31N, R01E, SEC. 04, S1/2SW, NWSW.
T31N, R01E, SEC. 05, NWNE, S1/2NE, E1/2SE, NWSE.
MONTMORENCY COUNTY (Appr. \$46,635.65)

THUNDERSTORM HARDWOODS / T29N, R02E, SEC. 08, SW.
T29N, R02E, SEC. 07, NE1/4, NENW.
MONTMORENCY COUNTY (Appr. \$23,210.60)

SALE DATE AND TIME: 03:00 p.m. on January 27, 2009.

ATLANTA

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

- 1. <u>Bid Location</u>, Date, and Time: 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 January 27, 2009. For further information concerning this sale, contact the Unit Manager at 989-785-4251.
- 2. Bidder's Qualifications: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. <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. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
- 7. <u>Down Payment:</u> The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. <u>Performance Security:</u> As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
- 9. <u>Timber Sale Contract:</u> Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at <a href="https://www.michigan.gov/dnr">www.michigan.gov/dnr</a>. 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

#### CALAMINE CORNER (038-08-01)

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*	AP	PRAISED PRICE
SAWLOGS			
B.T. ASPEN	230.80 MBF	\$	107.00/MBF
PULPWOOD			
B.T. ASPEN	820.00 CORDS	\$	23.10/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	3.60 MBF	\$	100.00/MBF			
PULPWOOD						
RED MAPLE	316.00 CORDS	\$	9.50/CORD			

\*The volumes are statistically estimated within plus (+) or minus (-) 20.11 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,350.00 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				29%		
2				43%		
3				28%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2011.



#### Michigan Department of Natural Resources - Forest Management **TIMBER SALE MAP**

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

SALE NUMBER 54-038

YEAR 08

DATE PAGE OF FOREST MANAGEMENT UNIT: COUNTY MAPPED BYTheiner 08/09/2008 Montmorency Atlanta CRUISED BYTheiner

TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S) 31-N 04-E

Sec.3=SWNW, N/2SW, Sec.4=E/2NE

Scale: |.....1 inch......| = 1 mile

Density

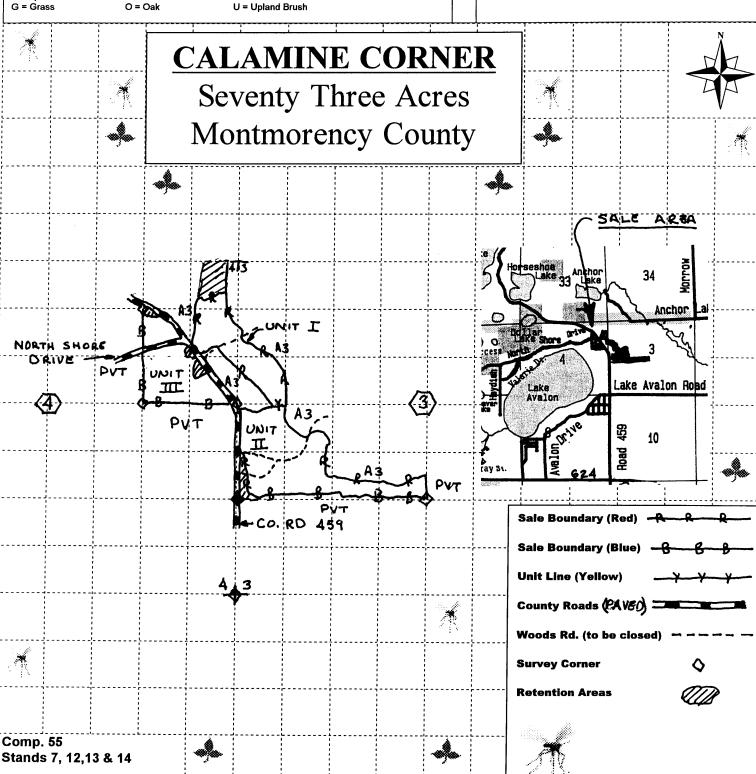
#### **Cover Type**

- A = Aspen B = Paper Birch
- C = Cedar
- E = Swamp Hdwoods
- F = Spruce Fir
- N = Marsh
- H = Hemlock J = Jack Pine L = Lowland Brush M = Mpl, Bch, Brch
- P = Lowland Poplar Q = Mixed Swamp Cnfr
  - R = Red Pine S = Black Spruce T = Tamarack
- V = Bog or Marsh W = White Pine
- X = Non Stocked Z = Water
- 3 = Seedling Sapling Well 4 = Pole Timber Poor

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium

0 = Non Stocked

- 5 = Pole Timber Medium
- 6 = Pole Timber Well
- 7 = Saw Timber Poor
- 8 = Saw Timber Medium
- 9 = Saw Timber Well



#### Sale Specific Conditions & Requirements

Sale Name: Calamine Corner Sale Number: 54-038-08-01

#### 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. Do not cut painted boundary line trees. 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), cut all aspen and red maple trees which meet minimum piece specifications in 2.2 Utilization. Do not cut or damage oak. Trees marked with green paint are to be used for road/trail closures per specification 4.1.7.

#### 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.

#### 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.

#### 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

#### 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. The Purchaser must give a one week notice before finishing a unit to allow for inspection.

#### 3.4 - Damaged Timber

#### Sale Name: Calamine Corner Sale Number: 54-038-08-01

#### 3.4.1 - Damaged timber (6/05)

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

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - 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 used to close roads.

#### 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. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed, see the timber sale map for locations. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. Trees marked in Green Paint must be fell to close off trails and roads. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 4.1.11 - Permits (5/07)

The Purchaser will secure any necessary highway permits that may be required.

#### 5 - Operations

#### 5.1 - Notification

#### Sale Name: Calamine Corner Sale Number: 54-038-08-01

#### 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 and road locations. The Unit Manager or their representative must be contacted at least 10 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (2/04)

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

#### 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.

#### 5.2.4 - 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) 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 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.

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

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### Sale Name: Calamine Corner Sale Number: 54-038-08-01

6.2.1 - Road posting (5/05)

The purchaser is responsible for posting and maintaining caution signs on North Shore Drive and County Road 459 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.

#### 30-30 HDWD (039-08-01)

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	· · · · · · · · · · · · · · · · · · ·					
BASSWOOD	108.70 MBF	\$ 72.00/MBF				
RED OAK	161.60 MBF	\$ 259.00/MBF				
PULPWOOD						
MIX HARDWD	937.00 CORDS	\$ 7.40/CORD				

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
SUG. MAPLE	12.10 MBF	\$ 267.00/MBF
WHITE ASH	40.60 MBF	\$ 80.00/MBF
BEECH	11.10 MBF	\$ 65.00/MBF
MIX ASPEN	25.90 MBF	\$ 115.00/MBF
PULPWOOD		
RED OAK	197.00 CORDS	\$ 7.85/CORD
MIX ASPEN	271.00 CORDS	\$ 21.60/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.60 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 \$3,750.00 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:

TII CIICC	unit.						
PAYMENT	UNIT NUMBER	PERCENT	OF	TOTAL	SALE	VALUE	
	1			18%			
	2			11%			
	3			27%			
	4			17%			
	5			27%			

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2011.



Stand: 1 & 3

#### 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 54-039-08-01

**Year** 2008

Forest Management Unit
Atlanta

County
Mapped By C. Stevens
Date
08/05/2008
1 1 1

Township Range Section(s) and Subdivision(s)

Scale: 4 inch = 1 mile

5: E1/2NE, NESE 4: SWNE, NW1/4, SE1/4, E1/2SW, NWSW 01E 31N Density Cover Type 5 = Pole Timber Medium U = Upland Brush 0 = Non Stocked A = Aspen G = Grass O = Oak 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 6 = Pole Timber Well V = Bog or Marsh B = Paper Birch H = Hemlock P = Lowland Poplar 7 = Saw Timber Poor W = White Pine J = Jack Pine Q = Mixed Swamp Cnfr C = Cedar 3 = Seedling Sapling Well 4 = Pole Timber Poor 8 = Saw Timber Medium L = Lowland Brush R = Red Pine X = Non Stocked D = Treed Bog 9 = Saw Timber Well E = Swamp Hdwoods F = Spruce Fir M = Mpl, Bch, Brch N = Marsh S = Black Spruce Z = Water T = Tamarack 30-30 HDWD Montmorency County 226 acres 59 Hand PVT pu#3 PU#4 M9 Big Field How Legend Sale Boundary: (Red Paint) Private Boundary: (Blue Paint) **Unit Boundary:** (Yellow Paint) County Road: WH# Acres Sale Two-Track: ====== 25 1 Well Sites X 2 34 **Pipelines** 3 58 4 39 Comp: 30

70

#### Sale Specific Conditions & Requirements

Sale Name: 30-30 Hdwd Sale Number: 54-039-08-01

#### 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. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

#### 2.1.11 - Description of timber note (2/04)

Note that Mixed HDWD Pulp contains Ash, Basswood, Beech, Birch & Maple.

#### 2.2 - Utilization

#### 2.2.4 - Skidding length (2/04)

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

#### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$5.00 per tree will be assessed for every marked tree not cut.

#### 2.2.8 - Utilization and removal. (7/05)

All products meeting standards set forth in 2.2 Utilization must be removed from the sale area.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/05)

Payment unit(s) 3-5 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

#### 3.4 - Damaged Timber

#### Sale Name: 30-30 Hdwd Sale Number: 54-039-08-01

#### 3.4.1 - Damaged timber (6/05)

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

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

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

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

#### 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.

#### Sale Name: 30-30 Hdwd Sale Number: 54-039-08-01

#### 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.

#### 5.2.1.9 - No Slash:pipe/powerline, oil/gas sites (2/04)

All pipelines, power lines, oil or gas storage sites and related access roads are to remain free of slash at all times.

#### 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), unless changed by written agreement, cutting & skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage & Oak wilt.

#### 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.

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

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

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (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.

#### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

#### 5.4.6 - Wet area protection (9/05)

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

#### 5.8 - Protection of Habitat of Endangered Species

Sale Name: 30-30 Hdwd Sale Number: 54-039-08-01

#### 5.8.4 - Red shoulder hawk (2) (2/04)

In the event a new red shoulder hawk nest is found after the purchase of the sale, there will be no cutting within a five (5) chain (330') radius of the nest. The value of the trees in this excluded area will be refunded or credited to the purchaser. There may also be a limitation on the harvest period in part of the sale or in the entire sale.

#### 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.

#### BIG FIELD HDWD (040-08-01)

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							
BASSWOOD	110.70 MBF	\$ 72.00/MBF					
WHITE ASH	121.40 MBF	\$ 80.00/MBF					
RED OAK	53.40 MBF	\$ 259.00/MBF					
PULPWOOD							
MIX HARDWD	866.00 CORDS	\$ 7.40/CORD					

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE			
SAWLOGS					
SUG. MAPLE	10.10 MBF	\$ 267.00/MBF			
BEECH	13.50 MBF	\$ 65.00/MBF			
MIX ASPEN	19.00 MBF	\$ 115.00/MBF			
PULPWOOD					
RED OAK	49.00 CORDS	\$ 7.85/CORD			
MIX ASPEN	119.00 CORDS	\$ 21.60/CORD			

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.60 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,400.00 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.				07%		
- 2	2				44%		
3	3				23%		
4	4				26%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2011.

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

#### **TIMBER SALE MAP**

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

54-040-08-01

Sale Number

Year 2008

Forest Management Unit County Date Mapped By C. Stevens Page of Atlanta Montmorency 08/11/2008 Cruised By Cedar Ridge Forestry 1 Township Range Section(s) and Subdivision(s) Scale: 4 inch = 1 mile 31N 01E 4: S1/2SW, NWSW 5: NWNE, S1/2NE, E1/2SE, NWSE

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#### Sale Specific Conditions & Requirements

Sale Name: Big Field Hdwd Sale Number: 54-040-08-01

#### 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. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

#### 2.1.11 - Description of timber note (2/04)

Note that Mixed HDWD Pulp contains Ash, Basswood, Beech, Birch & Maple.

#### 2.2 - Utilization

#### 2.2.4 - Skidding length (2/04)

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

#### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$5.00 per tree will be assessed for every marked tree not cut.

#### 2.2.8 - Utilization and removal. (7/05)

All products meeting standards set forth in 2.2 Utilization must be removed from the sale area.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/05)

Payment unit(s) 3-4 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

#### 3.4 - Damaged Timber

#### Sale Name: Big Field Hdwd Sale Number: 54-040-08-01

#### 3.4.1 - Damaged timber (6/05)

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

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

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

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

#### 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

#### Sale Name: Big Field Hdwd Sale Number: 54-040-08-01

concurrently with harvesting.

#### 5.2.1.9 - No Slash:pipe/powerline, oil/gas sites (2/04)

All pipelines, power lines, oil or gas storage sites and related access roads are to remain free of slash at all times.

#### 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), unless changed by written agreement, cutting & skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage & Oak wilt.

#### 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.

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

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

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (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.

#### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

#### 5.4.6 - Wet area protection (9/05)

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

#### 5.8 - Protection of Habitat of Endangered Species

#### Sale Name: Big Field Hdwd Sale Number: 54-040-08-01

5.8.4 - Red shoulder hawk (2) (2/04)

In the event a new red shoulder hawk nest is found after the purchase of the sale, there will be no cutting within a five (5) chain (330') radius of the nest. The value of the trees in this excluded area will be refunded or credited to the purchaser. There may also be a limitation on the harvest period in part of the sale or in the entire sale.

#### 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.

#### THUNDERSTORM HARDWOODS (042-08-01)

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 OAK	31.00 MBF	\$	242.00/MBF			
MIX ASPEN	50.50 MBF	\$	114.00/MBF			
PULPWOOD						
MIX ASPEN	156.00 CORDS	\$	22.00/CORD			

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
BASSWOOD	13.30 MBF	\$ 68.00/MBF
MIX HARDWD	12.40 MBF	\$ 137.00/MBF
PULPWOOD		
SUG. MAPLE	61.00 CORDS	\$ 4.80/CORD
RED MAPLE	153.00 CORDS	\$ 8.40/CORD
BASSWOOD	35.00 CORDS	\$ 4.00/CORD
RED OAK	230.00 CORDS	\$ 8.00/CORD
MIX HARDWD	64.00 CORDS	\$ 5.60/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 16.08 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 \$1,250.00 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				37%		
	2				33%		
	3				30%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2011.



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

TIMBER SALE MAP

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

54-042-08-01

Sale Number

**Year** 2008

Forest Management Unit County Date Mapped By Patrick A. Mohney Page of Atlanta Montmorency 8-15-2008 Cruised By Mohney, Merrick 1 Section(s) and Subdivision(s) SEC 7 NE 4 NEW Township Range 29N Scale: |...4 inches......| = 1 mile 02E SEC 8 SW 14 **Cover Type** Density A = Aspen G = Grass O = Oak U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch H = Hemlock P = Lowland Poplar V = Bog or Marsh 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr 2 = Seedling Sapling Medium W = White Pine 7 = Saw Timber Poor D = Treed Bog L = Lowland Brush R = Red Pine X = Non Stocked 3 = Seedling Sapling Well 8 = Saw Timber Medium E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir N = Marsh T = Tamarack **Thunderstorm Hardwoods** 60 Acres MONTMORENCY COUNTY M A3 06 A3 ERNAL PONDS Legend Sale Boundary (red) Private Boundary (blue) Payment Unit (yellow) -4 Units(s) Poor Dirt Road - 22 Acres Power Line II - 20 Acres GAS WELL € 008 5 5, 15 III - 18 Acres LANDING

#### Sale Specific Conditions & Requirements

Sale Name: Thunderstorm Hardwoods Sale Number: 54-042-08-01

#### 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. 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 and 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.1.4 - Species designation unit(s) (5/07)

Within Payment Unit(s) 1 and 2, all aspen and red maple trees are designated for cutting which meet minimum piece specifications in 2.2 Utilization. Regardless of merchantability.

#### 2.2 - Utilization

#### 2.2.4 - Skidding length (2/04)

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

#### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$5.00 per tree will be assessed for every marked tree not cut.

#### 2.2.8 - Utilization and removal. (7/05)

All products not meeting standards set forth in 2.2 Utilization may not be removed from the sale area, e.g. tops.

#### 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.

#### 3.4 - Damaged Timber

Section Name: Sale Specific Page 1 of 4 Current as of 11/12/2008 3:10:11PM

#### Sale Name: Thunderstorm Hardwoods Sale Number: 54-042-08-01

#### 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$50.00 per acre for all acreage within that specified portion of the sale area that was damaged. No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - 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.

#### 4.2 - Maintenance

#### 4.2.5 - Two wheel drive condition (2/04)

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (2/08)

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

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

#### 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

#### Sale Name: Thunderstorm Hardwoods Sale Number: 54-042-08-01

#### 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 (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.

#### 5.2.1.9 - No Slash:pipe/powerline, oil/gas sites (2/04)

All pipelines, power lines, oil or gas storage sites and related access roads are to remain free of slash at all times.

#### 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.

#### 5.2.12 - Bark slippage restriction (3/07)

Within Payment Unit(s) 1, 2 and 3, unless changed by written agreement cutting, skidding, and hauling are not permitted during the period of February 28 to July 15. This restriction is because of bark slippage, oak wilt, and soils.

#### 5.2.20 - Equipment width (2/04)

Only equipment having a maximum width outside tires of 104 inches is to be used in any payment unit.

#### 5.2.29 - Shrub protection (9/07)

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

#### 5.2.31 - Landing locations (6/08)

Landing areas are marked on the timber sale map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or their representative.

#### 5.2.32 - Decking/landing restoration (2/04)

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

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

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

#### 5.4 - Soil Protection

#### Sale Name: Thunderstorm Hardwoods Sale Number: 54-042-08-01

#### 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 6 inches or greater in depth and 25 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 25 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 66 feet of 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.

#### 5.8 - Protection of Habitat of Endangered Species

#### 5.8.3 - Red shoulder hawk (1) (3/07)

In the event that an active red shoulder hawk nest is found, the contract may be amended to protect the nest site. The harvesting time may be altered or reduced. Harvest operations may be limited to September 1 to March 1. This limitation may be selectively imposed on a specific portion of the sale, or it could apply to the entire sale. In addition, an area surrounding the nest tree could be designated as a "no-cut" zone with appropriate adjustments made to the timber sale value.

#### 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.

#### 7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

#### ATLANTA MANAGEMENT UNIT

### CALAMINE CORNER (038-08-01) T31N, R04E, SEC. 03, SWNW,N/2SW. T31N, R04E, SEC. 04, E/2NE. MONTMORENCY COUNTY

In response to the notice of sale to be held 03:00 p.m. on January 27, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	APPRAISED PRIC	E BID PRICE	ESTIMATED VOLUME	* = VALUE
SAWLOGS				
B.T. ASPEN	\$ 107.00/MBF	\$X	230.80 MBF	= \$
PULPWOOD				
B.T. ASPEN	\$ 23.10/CORD	\$x	820.00 CORDS	= \$
			SUBTOTAL 1 \$_	
In addition, the suc appraised price:	cessful bidder agre	es to purchase the	following species	at the
SPECIES	APPRAISED PRICE	ESTIMATED	VOLUME* VAL	UE
SAWLOGS				
RED MAPLE	\$ 100.00/MBF	3.60	MBF = \$	360.00
PULPWOOD	4 0 50/5000	24.5		
RED MAPLE	\$ 9.50/CORD	316.00	CORDS = \$ 3	,002.00
		នា	UBTOTAL 2 \$ 3	,362.00
	SUBTOTAL 1 +	SUBTOTAL 2 = :	TOTAL BID VALUE \$_	
*These volumes are s estimated volumes a to examine this tim	re final and not sub	ject to adjustment	t. Prospective bi	dders are urged
I understand that an will be the basis to must be bid or the bawarding a contract contract based upon	determine total bid id form may be reject will be based upon n	d value. All bids sted. I also unders my past performance	must be signed an stand that conside e and ability to c	d all bid items ration and
(bidder's	printed name)	(bidder's si	ignature)	
Address/Telephone				

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



#### Michigan Department of Natural Resources Forest, Mineral and Fire Management

### TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Ti	tle		Date			
S	ignature of Owner or Authorized Represen	ıtative				
_						
	eby certify that the above information is treerage during any of my present and future		to notify the DN	IR of any changes that occ	ur in factors affecting my	
City		State		Zip + 4		
Addr	ess		Telephone No.			
Vam	e of Business		Federal ID (or) S	ocial Security No.		
	Full Time	e Employees		Part T	Time Employees	
3.	If you have checked item 2(A) or 2(B), including family members and active partr			h full and part time emplo	eyees other than yourself	
	award. (For questions or a copy of C.   I certify that my business has a loady of the contract award.			•	•	
	B.  I certify that my business has sa Notice of Exclusion (BWC-337, R	Rev. 5/96). I will provid	de a copy of the	Notice of Exclusion within	n 21 days of the contract	
	A.  I certify that my business is a so Worker's Compensation Laws.	le proprietorship and i	t has no employ	ees but the sole proprietor	. I am not subject to the	
2.	You must check one of the boxes below:			·		
	B. Partnership C. Corporation					
1.	My business is organized as (you <b>must</b> c A Sole Proprietorship (individual)	neck <u>one</u> of the boxes	below):			
	ase Check Appropriate Categories:					
•	All Information must be typed or printe	ed except for written s	signatures.	**************************************		
•	In addition, if boxes 2B or 2C are chec days of the contract award and prior to	the issuance of the	timber sale con	tificate of Insurance mus tract.	t be submitted within 21	
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
				ATION ACT COMPLIANC		
As required by Act 317, P.A. 1969 (Worker's Compensation) and Part of Act 451 of 1994, as amended.				Forest Area:		
	CONFENSATION AC					

# 30-30 HDWD (039-08-01) T31N, R01E, SEC. 04, SWNE, NW1/4, SE1/4, E1/2SW. T31N, R01E, SEC. 04, NWSW. T31N, R01E, SEC. 05, E1/2NE, NESE. MONTMORENCY COUNTY

In response to the notice of sale to be held 03:00 p.m. on January 27, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME*	= VALUE
SAWLOGS				
BASSWOOD	\$ 72.00/MBF	\$x	108.70 MBF	= \$
RED OAK	\$ 259.00/MBF	\$x	161.60 MBF	= \$
PULPWOOD				
MIX HARDWD	\$ 7.40/CORD	\$x	937.00 CORDS	= \$
			SUBTOTAL 1 \$	

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

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAWLOGS			
SUG. MAPLE	\$ 267.00/MBF	12.10 MBF	= \$ 3,230.70
WHITE ASH	\$ 80.00/MBF	40.60 MBF	= \$ 3,248.00
BEECH	\$ 65.00/MBF	11.10 MBF	= \$ 721.50
MIX ASPEN	\$ 115.00/MBF	25.90 MBF	= \$ 2,978.50
PULPWOOD			
RED OAK	\$ 7.85/CORD	197.00 CORDS	= \$ 1,546.45
MIX ASPEN	\$ 21.60/CORD	271.00 CORDS	= \$ 5,853.60
		SUBTOTAL 2	\$ 17,578.75
	SUBTOTAL 1 + SUBT	OTAL 2 = TOTAL BID	VALUE \$

<sup>\*</sup>These volumes are statistically estimated within plus (+) or minus (-) 11.60%. 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:	<u> </u>				

A = == === d = d = d = 0.47							
As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 Forest Area:  of Act 451 of 1994, as amended.							
VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE							
This verification must be completed sale contract.	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.						
	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.						
All Information must be typed or printed except for written signatures.							
Please Check Appropriate Categories:							
<ol> <li>My business is organized as (you must</li> <li>A.  Sole Proprietorship (individual)</li> <li>B.  Partnership</li> <li>C.  Corporation</li> </ol>	check <u>one</u> of the boxes	below):					
2 Vou must shock one of the haves helew							
<ol> <li>You must check <u>one</u> of the boxes below</li> <li>I certify that my business is a s Worker's Compensation Laws.</li> </ol>		t has no employ	ees but the sole proprie	etor. I am not subject to the			
<ul> <li>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).</li> <li>C.   I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> <li>B. If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than yourself including family members and active partners (if none, you must enter "0").</li> </ul>							
Full Tim	e Employees		Pa	rt Time Employees			
	,						
lame of Business		Federal ID (or) So	ocial Security No.				
			•				
ddress		Telephone No.					
ity	State		Zip + 4				
hereby certify that the above information is troverage during any of my present and future  Signature of Owner or Authorized Represer	operations.	to notify the DN	R of any changes that o	occur in factors affecting my			
Title		Date					

#### BIG FIELD HDWD (040-08-01)

T31N, R01E, SEC. 04, S1/2SW, NWSW.

T31N, R01E, SEC. 05, NWNE, S1/2NE, E1/2SE, NWSE.
MONTMORENCY COUNTY

In response to the notice of sale to be held 03:00 p.m. on January 27, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME*	= VALUE
SAWLOGS				
BASSWOOD	\$ 72.00/MBF	\$X	110.70 MBF	= \$
WHITE ASH	\$ 80.00/MBF	\$X	121.40 MBF	= \$
RED OAK	\$ 259.00/MBF	\$X	53.40 MBF	= \$
PULPWOOD				
MIX HARDWD	\$ 7.40/CORD	\$X	866.00 CORDS	= \$
			SUBTOTAL 1 \$	

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

SPECIES SAWLOGS	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAMTOGS			
SUG. MAPLE	\$ 267.00/MBF	10.10 MBF	= \$ 2,696.70
BEECH	\$ 65.00/MBF	13.50 MBF	= \$ 877.50
MIX ASPEN	\$ 115.00/MBF	19.00 MBF	= \$ 2,185.00
PULPWOOD			
RED OAK	\$ 7.85/CORD	49.00 CORDS	= \$ 384.65
MIX ASPEN	\$ 21.60/CORD	119.00 CORDS	= \$ 2,570.40
		SUBTOTAL 2	\$ 8,714.25
	SUBTOTAL 1 + SUBTO	TAL 2 = TOTAL BID	VALUE \$

<sup>\*</sup>These volumes are statistically estimated within plus (+) or minus (-) 10.60%. 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:	Туре:			
Forest Area:				

	COMPENSATION AC	T COMPLIANCE	į		1,750.	
	As required by Act 317, P.A. 1969 (Wor of Act 451 of 1994,	ker's Compensation) and as amended.	Part 525	Forest Area:		
	VERIFICATION C	F WORKER'S DISABI	LITY COMPENS	ATION ACT CO	MPLIANCE	
•	This verification must be completed a sale contract.	and submitted within 2	21 days of contr	act award and p	prior to the issuance of the	e timber
•	In addition, if boxes 2B or 2C are checdays of the contract award and prior t	cked, then Notice of E to the issuance of the	xclusion or Cer timber sale con	tificate of Insurate	ance must be submitted v	vithin 21
•	All Information must be typed or print	ed except for written	signatures.			
Ple	ase Check Appropriate Categories:					
1.	My business is organized as (you must of A.  Sole Proprietorship (individual)  B.  Partnership  C.  Corporation	check <u>one</u> of the boxes	below):			
2.	You must check <u>one</u> of the boxes below.  A.   I certify that my business is a so		t has no employ	ees but the sole	proprietor. I am not subje	ct to the
	Worker's Compensation Laws.  B.	Rev. 5/96). I will provi	de a copy of the	Notice of Exclu	sion within 21 days of the	contract
	C.  I certify that my business has a days of the contract award.	Worker's Compensatio	n Policy. I will p	rovide an origina	al Certificate of Insurance v	vithin 21
3.	If you have checked item 2(A) or 2(B), including family members and active part			n full and part ti	me employees other than	yourself
	Full Time	e Employees			Part Time Employees	
lam	e of Business		Federal ID (or) So	ocial Security No.		
.ddr	ess		Telephone No.			
ity		State		Zip + 4		
her	eby certify that the above information is the rage during any of my present and future	ue and correct. I agree operations.	to notify the DN	R of any change	s that occur in factors affec	ting my
Si	gnature of Owner or Authorized Represen	tative	<del></del>			
Tit	tle .		Date			

## THUNDERSTORM HARDWOODS (042-08-01) T29N, R02E, SEC. 08, SW. T29N, R02E, SEC. 07, NE1/4, NENW. MONTMORENCY COUNTY

In response to the notice of sale to be held 03:00 p.m. on January 27, 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
RED OAK	\$ 242.00/MBF	\$ x	31.00 MBF = \$
MIX ASPEN	\$ 114.00/MBF	\$X	50.50 MBF = \$
PULPWOOD			·
MIX ASPEN	\$ 22.00/CORD	\$x	156.00 CORDS = \$
			SUBTOTAL 1 \$

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

SPECIES SAWLOGS	APPR	AISED PRICE	ESTIMATED	VOLUME*		3	VALUE
BASSWOOD	\$	68.00/MBF	13.30	WDE			004 40
	Ą		13.30	MDr	=	\$	904.40
MIX HARDWD	\$	137.00/MBF	12.40	MBF	=	\$	1,698.80
PULPWOOD							
SUG. MAPLE	\$	4.80/CORD	61.00	CORDS	=	\$	292.80
RED MAPLE	\$	8.40/CORD	153.00	CORDS	=	\$	1,285.20
BASSWOOD	\$	4.00/CORD	35.00	CORDS	=	\$	140.00
RED OAK	\$	8.00/CORD	230.00	CORDS	=	\$	1,840.00
MIX HARDWD	\$	5.60/CORD	64.00	CORDS	=	\$	358.40
			G.	TDMOMAT A			C 510 C0
			St	JBTOTAL 2		\$	6,519.60

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		

<sup>\*</sup>These volumes are statistically estimated within plus (+) or minus (-) 16.08%. 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.



#### 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:				

1	ys of the contract award and prior			tract.	
• All	Information must be typed or prin	ted except for written	signatures.		
Please	Check Appropriate Categories:				
A. [ B. [	business is organized as (you must  Sole Proprietorship (individual)  Partnership  Corporation	check <u>one</u> of the boxes	below):		
1	must check one of the boxes below				
A. L	I certify that my business is a s Worker's Compensation Laws.	ole proprietorship and i	t has no employe	ees but the sole pr	oprietor. I am not subject to the
	I certify that my business has s Notice of Exclusion (BWC-337, award. (For questions or a copy I certify that my business has a days of the contract award.	Rev. 5/96). I will provion the BWC-337, please	de a copy of the e call the Worker	Notice of Exclusion's Compensation B	n within 21 days of the contractureau at 517-322-1195).
3. If yo inclu	ou have checked item 2(A) or 2(B), ading family members and active part	you <b>must</b> indicate the tners (if none, you must	number of both enter "0").	n full and part time	employees other than yoursel
	Full Tim	e Employees			Part Time Employees
Name of B	Business		Federal ID (or) So	ocial Security No.	
Address			Telephone No.		
City		State		Zip + 4	
I hereby o coverage	certify that the above information is tr during any of my present and future	ue and correct. I agree operations.	to notify the DNF	R of any changes ti	nat occur in factors affecting my
Signatu	ure of Owner or Authorized Represer	ntative			