



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:

SUBARU OAK / T29N, R02E, SEC. 07, E2NE.  
T29N, R02E, SEC. 08, N2NE, SWNE, NW4.  
T29N, R02E, SEC. 09, W2NW.  
MONTMORENCY COUNTY (Appr. \$76,554.20)

ASPEN ETOUFFEE / T31N, R04E, SEC. 05, E1/2NE.  
T31N, R04E, SEC. 04, W1/2NW.  
MONTMORENCY COUNTY (Appr. \$8,611.10)

PUGROTH PINE II / T31N, R02E, SEC. 05, NE1/2, NW1/4, E1/2SE, N1/2SW.  
MONTMORENCY COUNTY (Appr. \$18,753.50)

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SALE DATE AND TIME: 3:00 p.m. on September 8, 2009.

**ATLANTA**



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

1. Bid Location, 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 September 8, 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. Preparation of Sealed Bids: Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
5. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
7. Down Payment: The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
8. Performance Security: 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](http://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

SUBARU OAK (001-09-01)

A timber sale contract for this 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:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS        |                          |                        |
| RED OAK        | 185.20 MBF               | \$ 178.00/MBF          |
| B.T. ASPEN     | 144.30 MBF               | \$ 78.00/MBF           |
| PULPWOOD       |                          |                        |
| RED OAK        | 1,670.00 CORDS           | \$ 10.70/CORD          |
| B.T. ASPEN     | 471.00 CORDS             | \$ 24.60/CORD          |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| PULPWOOD       |                          |                        |
| RED MAPLE      | 327.00 CORDS             | \$ 8.80/CORD           |

\*The volumes are statistically estimated within plus (+) or minus (-) 8.31 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$3,827.00 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:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 1                          | 48%                                |
| 2                          | 33%                                |
| 3                          | 19%                                |

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.



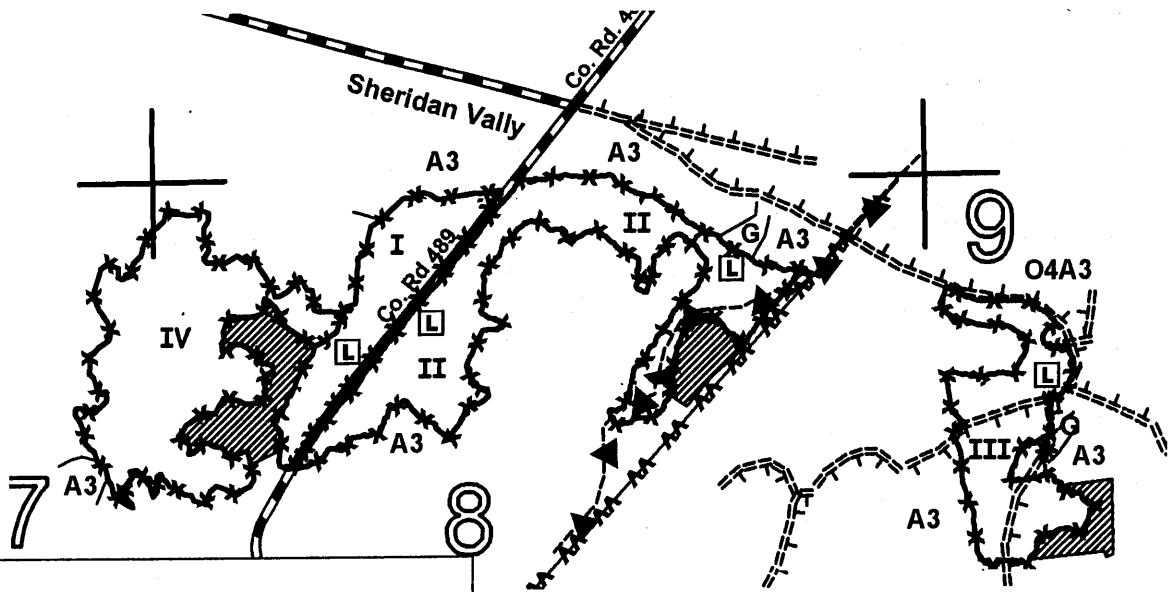
|                     |             |
|---------------------|-------------|
| Sale Number         | Year        |
| <b>54-001-09-01</b> | <b>2009</b> |

|  |                              |  |                                   |           |         |
|--|------------------------------|--|-----------------------------------|-----------|---------|
| Forest Management Unit<br><b>Atlanta</b> | County<br><b>Montmorency</b> | Mapped By <b>Barber</b><br>Cruised By <b>Barber</b>                          | Date<br>10/29/2008                | Page<br>1 | of<br>1 |
| Township<br><b>T29N</b>                  | Range<br><b>R02E</b>         | Section(s) and Subdivision(s)<br><b>7: E2NE; 8: N2NE, SWNE, NW4; 9: W2NW</b> | Scale<br><b>4 inches = 1 mile</b> |           |         |

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

# Subaru Oak

Compartment 008  
122 Cut Acres



- Section Corner
- Approved Landing
- Retention
- Improved Road
- Two-Track w/ Buried Pipeline
- Two-Track
- Sale Boundary (Red Paint)
- Unit Line (Yellow Paint)
- Electric Transmission Line
- Well Site
- MCCCT Trail

| Unit | Stand | Cut Acres | Retention Acres | Total Acres |
|------|-------|-----------|-----------------|-------------|
| I    | 9     | 18        | 3               | 21          |
| II   | 16    | 40        | 4               | 44          |
| III  | 27    | 23        | 3               | 26          |
| IV   | 9     | 41        | 6               | 47          |
| All  |       | 122       | 16              | 138         |

## Sale Specific Conditions & Requirements

**Sale Name: Subaru Oak    Sale Number: 54-001-09-01**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. Do not cut painted boundary line trees.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) I-IV, cut all trees which meet minimum piece specifications in 2.2 Utilization except red pine and white pine. In addition, in unit I, do not cut sugar maple, ash, or healthy beech.

#### 2.2 - Utilization

##### 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.

##### 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

##### 3.3.1 - Order of cutting (6/04)

Payment Units shall be cut in numerical order unless approved by the Unit Manager or their representative.

##### 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.

### 4 - Transportation

#### 4.2 - Maintenance

**Sale Name: Subaru Oak Sale Number: 54-001-09-01**

**4.2.3 - Road maintenance (9/08)**

The following road maintenance is required: maintain existing erosion control structures on pipelines roads leading to and through unit III. This may include, but is not limited to: grading, contouring, seeding to MDNR standards, and surfacing of waterbars with crushed limestone gravel.

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

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

**5 - Operations**

**5.1 - Notification**

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

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

**5.1.3 - 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 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 - Hazard Trees/Snags**

**5.2.2.1 - Den trees (2/04)**

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

**5.2.3 - Operating Restrictions**



**Sale Name: Subaru Oak Sale Number: 54-001-09-01**

Within Payment Unit(s) I-IV, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 1 to February 28. This restriction is because of soils, and slippery bark.

**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.

**5.2.31 - 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.

**5.2.39 - ORV trail protection (9/07)**

The trail in Unit III is an MCCCT trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange MCCCT markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline. Do not run equipment down the MCCCT trail if a reasonable alternative exists.

**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 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.

**5.4.2 - 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.

**6 - Safety and Fire Prevention**

**6.2 - Signing**

**6.2.3 - Recreational trail posting (9/08)**

The purchaser is responsible for posting and maintaining caution signs on the MCCCT trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. The purchaser must maintain the signs year round. The Purchaser will provide these signs for use on State-owned land.

**7 - Other Conditions**

**7.3 - Contract Modifications**

**7.3.1 - Emerald Ash Borer**

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.

ASPEN ETOUFFEE (005-09-01)

A timber sale contract for this 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:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS        |                          |                        |
| B.T. ASPEN     | 30.00 MBF                | \$ 62.00/MBF           |
| PULPWOOD       |                          |                        |
| B.T. ASPEN     | 262.00 CORDS             | \$ 22.45/CORD          |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| PULPWOOD       |                          |                        |
| RED MAPLE      | 62.00 CORDS              | \$ 7.90/CORD           |
| Q. ASPEN       | 28.00 CORDS              | \$ 13.55/CORD          |

\*These volumes are statistically estimated within plus (+) or minus (-) 37.68%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$500.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on June 30, 2011.



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

TIMBER SALE MAP

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

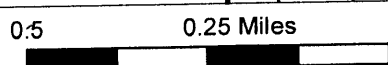
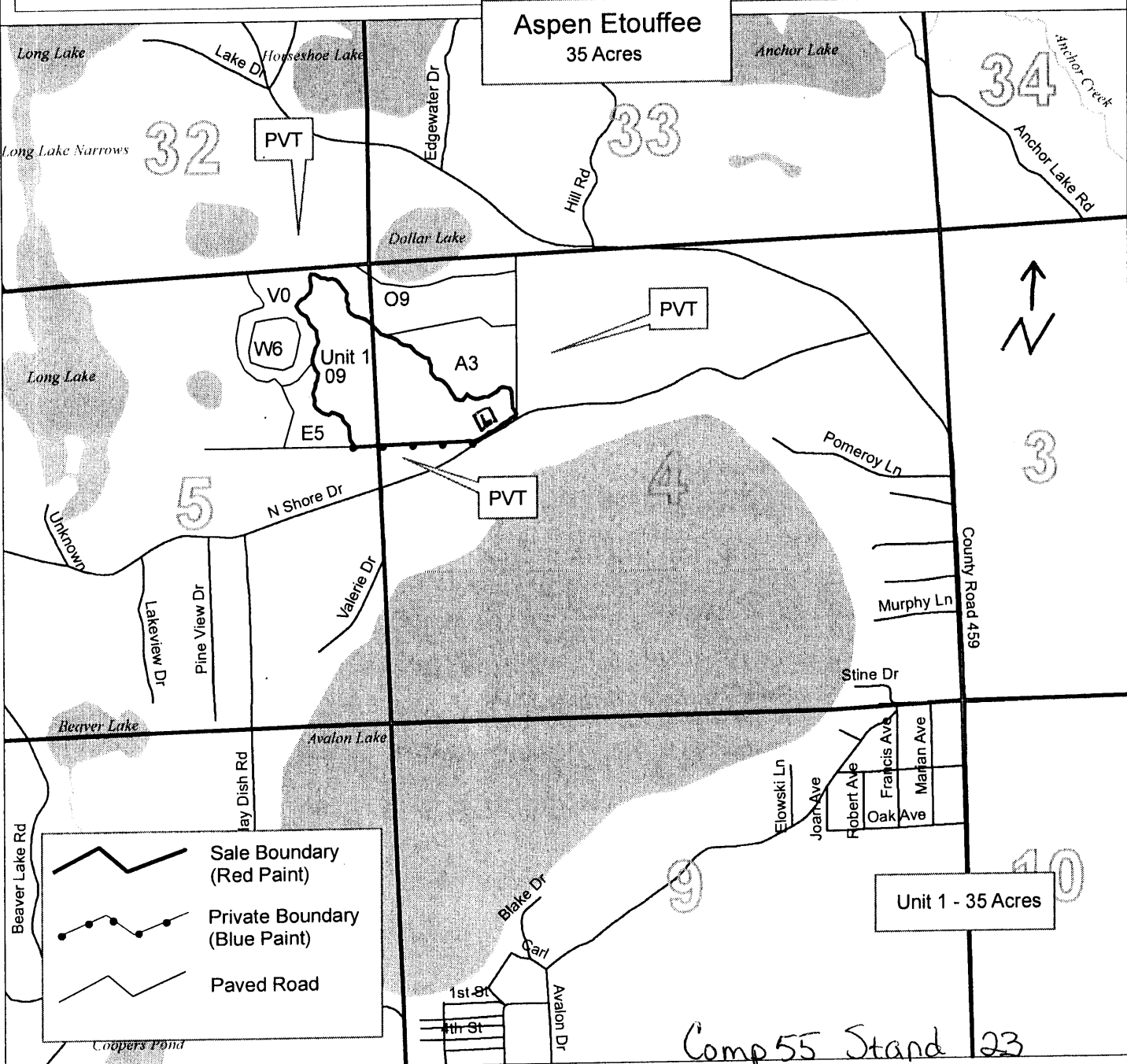
|             |      |
|-------------|------|
| SALE NUMBER | YEAR |
| 005         | 2009 |

|  |                              |                                    |
|--|------------------------------|------------------------------------|
| FOREST MANAGEMENT UNIT<br><b>Atlanta</b> | COUNTY<br><b>Montmorency</b> | MAPPED BY <b>Patrick A. Mohney</b> |
|  |                              | CRUISED BY <b>Mohney, Potter</b>   |

|                         |                  |                |
|-------------------------|------------------|----------------|
| DATE<br><b>2/3/2009</b> | PAGE<br><b>1</b> | OF<br><b>1</b> |
|-------------------------|------------------|----------------|

|                         |                      |  |          |
|-------------------------|----------------------|--|----------|
| TOWNSHIP<br><b>T31N</b> | RANGE<br><b>R04E</b> | SECTION(S) AND SUBDIVISION(S)<br><b>Sec 5 E1/2NE, Sec 4 W1/2NW</b> | 1:15,840 |
|-------------------------|----------------------|--|----------|

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



## Sale Specific Conditions & Requirements

Sale Name: Aspen Etouffee Sale Number: 54-005-09-01

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (12/08)

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

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 1, all aspen and red maple are designated for cutting regardless of merchantability.

#### 2.2 - Utilization

##### 2.2.4 - Skidding length (12/08)

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

##### 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.

##### 2.2.10 - No chipping tops and limbs (12/08)

Within Payment Unit(s) 1, chipping of the bole, 2-inchs in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inchs in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

### 3 - Payments

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. 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.

Within the sale area, if more than 5% 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 \$300.00 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.

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

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

**4.1.12 - No new roads (12/08)**

No new roads will be permitted in the sale area. 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 (12/08)**

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 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.

**5.2.2 - Hazard Trees/Snags**

5.2.2.1 - Den trees (2/04)

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

**5.2.3 - Operating Restrictions**

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 15 through February 28. This restriction is due to soil conditions, slippery bark and oak wilt potential.

5.2.3.11 - Coppice regeneration protection (12/08)

Timber harvest on any Payment Unit must be completed within twelve months of beginning operations on that unit in order to minimize damage to the new regeneration.

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.

5.2.31 - Landing locations (12/08)

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 his/her 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.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of North Shore Drive.

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

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

**5.4 - Soil Protection**

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of skid trails which is 6 inches or greater in depth and 25 feet in length. 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. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

**7 - Other Conditions**

**7.3 - Contract Modifications**

**7.3.1 - Emerald Ash Borer**

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.

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.



PUGROTH PINE II (007-09-01)

A timber sale contract for this 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:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS        |                          |                        |
| JACK PINE      | 37.50 MBF                | \$ 57.00/MBF           |
| PULPWOOD       |                          |                        |
| JACK PINE      | 814.00 CORDS             | \$ 17.35/CORD          |
| MIX ASPEN      | 83.00 CORDS              | \$ 25.45/CORD          |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| PULPWOOD       |                          |                        |
| RED MAPLE      | 15.00 CORDS              | \$ 9.40/CORD           |
| MIXED OAK      | 35.00 CORDS              | \$ 6.85/CORD           |

\*The volumes are statistically estimated within plus (+) or minus (-) 13.99 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 \$950.00 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:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 1                          | 32%                                |
| 2                          | 32%                                |
| 3                          | 26%                                |
| 4                          | 10%                                |
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on December 31, 2011.



WILDERNESS SALE MAP

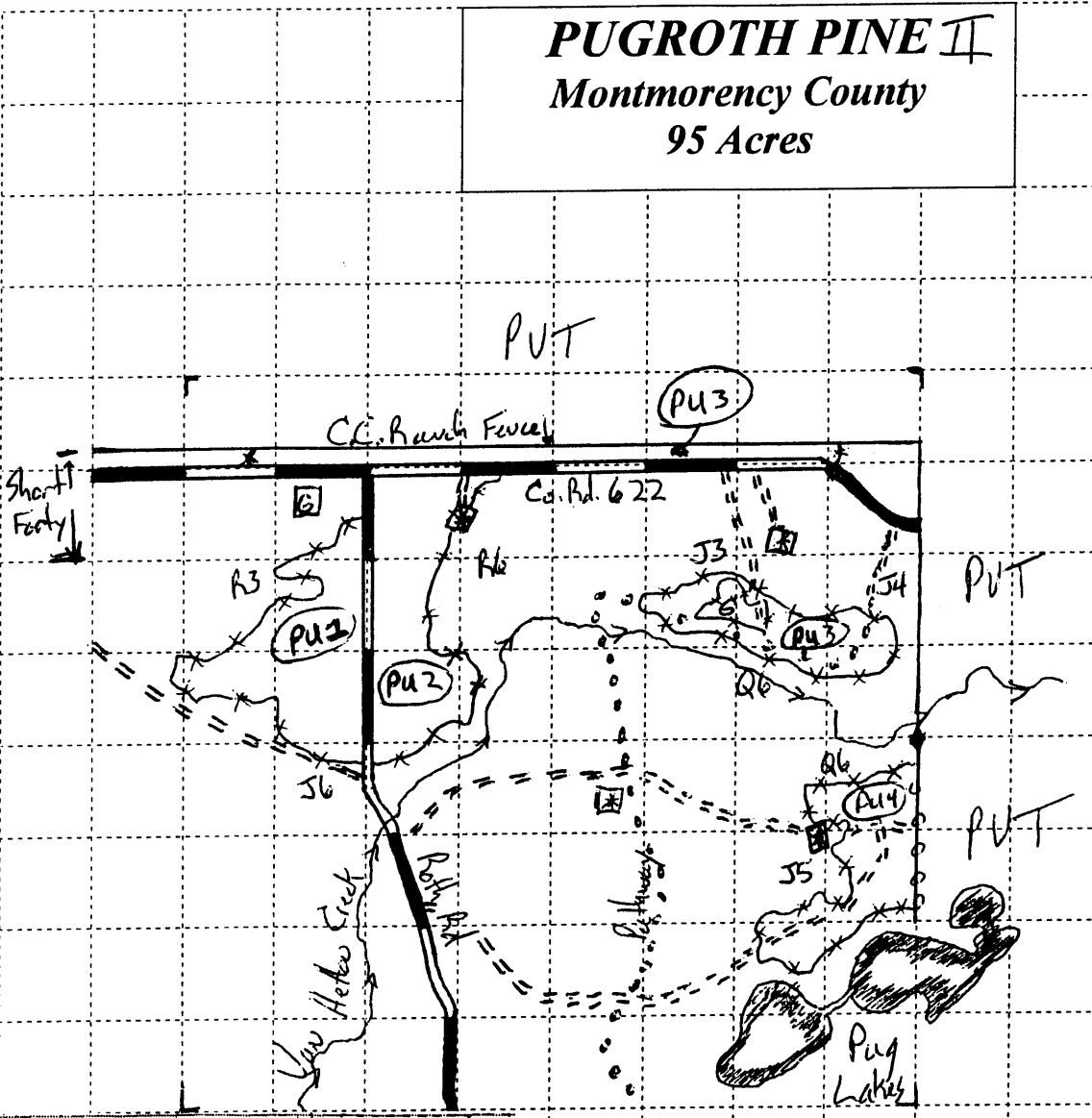
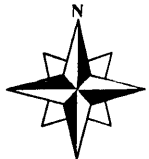
This information provided under authority of Part 525, Act 451 of 1994, as amended.

|                 |            |                 |
|-----------------|------------|-----------------|
| Sale No.<br>007 | Year<br>09 | Sale Type<br>01 |
|-----------------|------------|-----------------|

|   |              |                          |  |
|---|--------------|--------------------------|--|
| State Forest and Forest Management Unit:<br>Mackinaw State Forest / Atlanta |              | Mapped By:<br>C. Stevens | Date:<br>07/05/2005                            |
| Township<br>31N   | Range<br>02E | Section(s)<br>5          | Subdivision<br>5: NE1/4, NW1/4, E1/2SE, N1/2SW |
|   |              |                          | Scale: 1 inch = 1/4 mile                       |

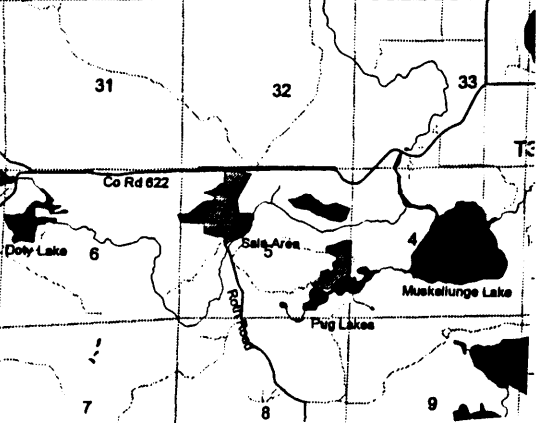
| Cover Type        |                    |                      |                  | Density                   |                       |  |
|-------------------|--------------------|----------------------|------------------|---------------------------|-----------------------|--|
| A = Aspen         |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

**PUGROTH PINE II**  
Montmorency County  
95 Acres



**Legend**

- Red Paint (sale boundary)
- Blue Paint (Private Line)
- Yellow Paint (Unit Line)
- Payment Unit #
- County Road
- 2-track
- Creek
- High Country Pathway
- Gas Well
- Survey Monument (Do not disturb monument or BT's)



Compartment: 40  
Stands: 2, 6, 7, 18,  
73  
013  
FTP# C54-~~016~~  
Cruised By: C. Stevens

## Sale Specific Conditions & Requirements

Sale Name: Pugroth Pine II Sale Number: 54-007-09-01

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.1 - Clearcut unit(s) with unmerchantable trees (12/08)

Within Payment Unit(s) 1-4, 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 Red Pine, White Pine and Oak unless marked with Orange paint. All trees marked with orange paint must be cut regardless of merchantability.

#### 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. This is in order to facilitate planting operations.

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

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit 4. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

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

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

### 3 - Payments

#### 3.4 - Damaged Timber

**Sale Name: Pugroth Pine li    Sale Number: 54-007-09-01**

**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 Payment Unit 4, 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 Payment Unit 4, if more than 10% 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 (12/08)**

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 (12/08)**

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 his/her 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.

#### 5.2.1.2 - Slash Removal

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

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

#### 5.2.1.9 - 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 (12/08)

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 his/her representative.

### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

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

### 5.2.3 - Operating Restrictions

#### 5.2.3.4 - Oak wilt restriction (12/08)

Within Payment Unit(s) 4, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.2.3.6 - Bark beetle restriction (12/08)

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 his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping 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 specification if the risk of damage warrants.

### 5.2.4 - Dead and Down Creation

#### 5.2.4.5 - Dead and down creation, reptiles and amphibians (2/05)

To encourage reptiles and amphibians, within unit(s) 4, leave one 12" DBH or greater full-length tree on the ground, with the top still intact, per 2 acres. These trees shall be evenly scattered through out the unit(s) and identified by blue flagging.

**Sale Name: Pugroth Pine II Sale Number: 54-007-09-01**

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.

5.2.33 - Gas well re-vegetation (12/08)

In the event that the gas well is utilized for a landing, the site must be re-vegetated with a seeding mixture specified by the Unit Manager or his/her representative.

5.2.40 - Pathway protection (9/07)

The High Country Pathway is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 10-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway.

5.2.43 - Opening protection (12/08)

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

**5.4 - Soil Protection**

5.4.1 - Rutting restriction, general (1/09)

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

**6 - Safety and Fire Prevention**

**6.2 - Signing**

6.2.3 - Recreational trail posting (1/09)

The purchaser is responsible for posting caution signs on High Country Pathway prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The purchaser must maintain the signs year round. The Purchaser will provide these signs.

**7 - Other Conditions**

**7.3 - Contract Modifications**

**7.3.1 - Emerald Ash Borer**

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,

**Sale Name: Pugroth Pine Ii    Sale Number: 54-007-09-01**

violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.





TIMBER SALE / SEALED BID  
STATE OF MICHIGAN / DNR

ATLANTA MANAGEMENT UNIT  
ATLANTA

SUBARU OAK (001-09-01)  
T29N, R02E, SEC. 07, E2NE.  
T29N, R02E, SEC. 08, N2NE, SWNE, NW4.  
T29N, R02E, SEC. 09, W2NW.  
MONTMORENCY COUNTY

In response to the notice of sale to be held 3:00 p.m. on September 8, 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.

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>= VALUE</u> |
|----------------|------------------------|------------------|--------------------------|----------------|
| SAWLOGS        |                        |                  |                          |                |
| RED OAK        | \$ 178.00/MBF          | \$ _____ X       | 185.20 MBF               | = \$ _____     |
| B.T. ASPEN     | \$ 78.00/MBF           | \$ _____ X       | 144.30 MBF               | = \$ _____     |
| PULPWOOD       |                        |                  |                          |                |
| RED OAK        | \$ 10.70/CORD          | \$ _____ X       | 1670.00 CORDS            | = \$ _____     |
| B.T. ASPEN     | \$ 24.60/CORD          | \$ _____ X       | 471.00 CORDS             | = \$ _____     |
|                |                        |                  | SUBTOTAL 1               | \$ _____       |

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

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u>              |                          |
|----------------|------------------------|--------------------------|---------------------------|--------------------------|
| PULPWOOD       |                        |                          |                           |                          |
| RED MAPLE      | \$ 8.80/CORD           | 327.00 CORDS             | = \$ 2,877.60             |                          |
|                |                        |                          | SUBTOTAL 2                | \$ <u>2,877.60</u>       |
|                |                        |                          | SUBTOTAL 1 + SUBTOTAL 2 = | TOTAL BID VALUE \$ _____ |

\*These volumes are statistically estimated within plus (+) or minus (-) 8.31%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

\_\_\_\_\_  
(bidder's printed name)

\_\_\_\_\_  
(bidder's signature)

Address/Telephone \_\_\_\_\_

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



**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:                   | Type: |
| Forest Area:            |       |

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

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

Please Check Appropriate Categories:

- My business is organized as (you must check one of the boxes below):
  - Sole Proprietorship (individual)
  - Partnership
  - Corporation
- You must check one of the boxes below:
  - I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
- If you have checked item 2(A) or 2(B), you must indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

|                  |       |                                     |  |
|------------------|-------|-------------------------------------|--|
| Name of Business |       | Federal ID (or) Social Security No. |  |
| Address          |       | Telephone No.<br>(       )          |  |
| City             | State | Zip + 4                             |  |

I hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TIMBER SALE / SEALED BID  
STATE OF MICHIGAN / DNR

ATLANTA MANAGEMENT UNIT  
ATLANTA

ASPEN ETOUFFEE (005-09-01)  
T31N, R04E, SEC. 05, E1/2NE.  
T31N, R04E, SEC. 04, W1/2NW.  
MONTMORENCY COUNTY

In response to the notice of sale to be held 3:00 p.m. on September 8, 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.

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME* = VALUE</u> |
|----------------|------------------------|------------------|----------------------------------|
| SAWLOGS        |                        |                  |                                  |
| B.T. ASPEN     | \$ 62.00/MBF           | \$ _____ X       | 30.00 MBF = \$ _____             |
| PULPWOOD       |                        |                  |                                  |
| B.T. ASPEN     | \$ 22.45/CORD          | \$ _____ X       | 262.00 CORDS = \$ _____          |
|                |                        |                  | SUBTOTAL 1 \$ _____              |

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

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u>                                       |
|----------------|------------------------|--------------------------|--|
| PULPWOOD       |                        |                          |  |
| RED MAPLE      | \$ 7.90/CORD           | 62.00 CORDS              | = \$ 489.80  |
| Q. ASPEN       | \$ 13.55/CORD          | 28.00 CORDS              | = \$ 379.40  |
|                |                        |                          | SUBTOTAL 2 \$ <u>869.20</u>                        |
|                |                        |                          | SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____ |

These volumes are statistically estimated within plus (+) or minus (-) 37.68%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

\_\_\_\_\_  
(bidder's printed name)

\_\_\_\_\_  
(bidder's signature)

Address/Telephone \_\_\_\_\_

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



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

**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.*

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

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

Please Check Appropriate Categories:

- My business is organized as (you **must** check one of the boxes below):
  - Sole Proprietorship (individual)
  - Partnership
  - Corporation
- You **must** check one of the boxes below:
  - I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
- If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

|                  |       |                                     |  |
|------------------|-------|-------------------------------------|--|
| Name of Business |       | Federal ID (or) Social Security No. |  |
| Address          |       | Telephone No.<br>(       )          |  |
| City             | State | Zip + 4                             |  |

I hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TIMBER SALE / SEALED BID  
STATE OF MICHIGAN / DNR

ATLANTA MANAGEMENT UNIT  
ATLANTA

PUGROTH PINE II (007-09-01)  
T31N, R02E, SEC. 05, NE1/2, NW1/4, E1/2SE, N1/2SW.  
MONTMORENCY COUNTY

In response to the notice of sale to be held 3:00 p.m. on September 8, 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.

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME* = VALUE</u> |
|----------------|------------------------|------------------|----------------------------------|
| SAWLOGS        |                        |                  |                                  |
| JACK PINE      | \$ 57.00/MBF           | \$ _____ X       | 37.50 MBF = \$ _____             |
| PULPWOOD       |                        |                  |                                  |
| JACK PINE      | \$ 17.35/CORD          | \$ _____ X       | 814.00 CORDS = \$ _____          |
| MIX ASPEN      | \$ 25.45/CORD          | \$ _____ X       | 83.00 CORDS = \$ _____           |
|                |                        |                  | SUBTOTAL 1 \$ _____              |

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

| <u>SPECIES</u>                                     | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u>         |
|--|------------------------|--------------------------|----------------------|
| PULPWOOD   |                        |                          |                      |
| RED MAPLE  | \$ 9.40/CORD           | 15.00 CORDS              | = \$ 141.00          |
| MIXED OAK  | \$ 6.85/CORD           | 35.00 CORDS              | = \$ 239.75          |
|  |                        |                          | SUBTOTAL 2 \$ 380.75 |
| SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____ |                        |                          |                      |

These volumes are statistically estimated within plus (+) or minus (-) 13.99%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

\_\_\_\_\_  
(bidder's printed name)

\_\_\_\_\_  
(bidder's signature)

Address/Telephone \_\_\_\_\_

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



**FOR DEPARTMENT USE ONLY**

**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.*

|                   |       |
|-------------------|-------|
| Sale or Permit No |       |
| Year:             | Type: |
| Forest Area:      |       |

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

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

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

|                  |       |                                     |  |
|------------------|-------|-------------------------------------|--|
| Name of Business |       | Federal ID (or) Social Security No. |  |
| Address          |       | Telephone No.<br>(       )          |  |
| City             | State | Zip + 4                             |  |

I hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date