

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

DOG DAYS ASPEN & OAK / T20N, R12W, SEC. 10, NW1/4 NENE. T20N, R12W, SEC. 11, N1/2. LAKE COUNTY (Appr. \$76,592.00)

NORTH V SOUTH / T18N, R11W, SEC. 17, NENW. T18N, R11W, SEC. 18, SE 1/4, S 1/2 SW. T18N, R11W, SEC. 19, NENW. LAKE COUNTY (Appr. \$29,202.25)

32ND STREET MIX / T18N, R11W, SEC. 19, NWSW, SWSW. T18N, R11W, SEC. 30, NWNW, SWNW. LAKE COUNTY (Appr. \$43,790.19)

CASTING BONES / T18N, R11W, SEC. 17, SENE. SE1/4. SW1/4. T18N, R11W, SEC. 18, SWNW. SW1/4. LAKE COUNTY (Appr. \$46,756.20)

SALE DATE AND TIME: 3:00 p.m. on July 14, 2009.

BALDWIN

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

- 1. <u>Bid Location</u>, Date, and Time: Bids must be received by the Unit Manager, Cadillac Management Unit, <u>Baldwin Field Office</u>, 2468 West 24th Street, Route 2 Box 2810, Baldwin, MI 49304, no later than 3:00 p.m. on July 14, 2009. For further information concerning this sale, contact the Unit Manager at 231-745-4651.
- 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. <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 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's 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

DOG DAYS ASPEN & OAK (034-08-01)

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

SPECIES	ESTIMATED VOLUME*	API	PRAISED PRICE
SAWLOGS			
B.T. ASPEN	112.50 MBF	\$	91.00/MBF
MIXED OAK	421.40 MBF	\$	83.00/MBF
PULPWOOD			
MIXED OAK	1299.00 CORDS	\$	9.20/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	8.70 MBF	\$ 71.00/MBF
WHITE OAK	114.60 MBF	\$ 61.00/MBF
PULPWOOD		
RED MAPLE	253.00 CORDS	\$ 10.50/CORD
WHITE OAK	451.00 CORDS	\$ 9.90/CORD
B.T. ASPEN	283.00 CORDS	\$ 16.60/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 7.13 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 \$3,850.00 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:

on April 1980 Onto the transfer

PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE

1 60%
2 40%

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

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Michigan Department of Natural Resources-Forest Management Division	Sale No.	Year	Sale Type
TIMBER SALE MAP	034	08	O1
This information provided under authority of Part 525, Act 451 of 1994, as amended. State Forest and Forest Management Unit: Cadillac FMU Mapped By: Cruised By: Hill Hill Date:	9/12/08		01
Township Range 20N 12W Section(s) 10, 11 Subdivision W1/2, and NENE of sec 10 and N1/2	2 of sec 11	Scale:	1:15840
Cover Type A=Aspen H=Hemlock P=Lowland Poplar V=Bog or Marsh 1=Non Stocked	Density	aw Timber Po	
B=Paper Birch J=Jack Pine Q=Mixed Swamp Cnfr W=White Pine 2=Seedling Sapling F C=Cedar L=Lowland Brush R=Red Pine X=Non Stocked 3=Seedling Sapling V Seedling Sapling	Poor 8=Sa Vell 9=Sa	aw Timber Po aw Timber Me aw Timber W	edium
Dog days aspen & oak unit 1 81ac unit 2 54ac	N		
USFS O6	A2		
Pvt Unit 1 O2A2 M2W2 O6 Lintoln Hills Rd.	Unit 2		THAT I
ORV Trail Roads Two tracks Red Paint lii Blue Paint Li	L		

Sale Specific Conditions & Requirements

Sale Name: Dog Days Aspen & Oak Sale Number: 63-034-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization except leave trees identified in accordance with 2.1.10 - Leave trees. Leave tree within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.10 - Leave trees (2/04)

In unit 1 leave one white oak of at least 8 inches at 4.5 feet in diameter or 9.5 inches in diameter at the stump every 50 feet. If a white oak of 8 inches at DBH is not present leave a black or pin Oak of at least 10 inches at 4.5 feet or 11.5 inches at the stump. In addition, do not cut any white pine or red pine in payment unit 1.

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 6 inches for trees smaller than 10 inches DBH.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1 and 2 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

3.4 - Damaged Timber

Sale Name: Dog Days Aspen & Oak Sale Number: 63-034-08-01

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.

Within the sale area, if more than 20% of the tree seedlings or saplings (1/4" to 2" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100 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, or chipped, utilized or otherwise removed from the sale. If chipping occurs piles may be no more then 3 inches deep.

4.1.4 - Timber removed for construction (2/04)

Trees cut or damaged in the process of a pre-approved road, landing or skid trail construction will be decked in an area separate from wood removed from the timber sale until such time as it is scaled and paid for.

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 or chipped, utilized or otherwise removed from the sale. 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.

4.2 - Maintenance

4.2.1 - Hauling restriction (3/07)

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

4.2.4 - Grading (5/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or their representative.

Sale Name: Dog Days Aspen & Oak Sale Number: 63-034-08-01

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.5 - Federal property access (11/07)

Permission for access across federal land is the responsibility of the DNR.

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 each sale Payment Unit to determine landing and road locations. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (2/04)

No slash or tree tops may exceed 24 inches in height.

5.2.13 - Oak wilt restriction (9/08)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting and skidding 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 their representative.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (5/08)

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

Sale Name: Dog Days Aspen & Oak Sale Number: 63-034-08-01

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.

5.4.3 - Erosion control (2/04)

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

5.4.4 - Slope protection (2/04)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or hay bales as soon as use is complete to prevent erosion.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (5/05)

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

6.2.3 - Recreational trail posting (7/04)

The purchaser is responsible for posting and maintaining caution signs on the Lincoln Hills 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.

NORTH V SOUTH (035-08-01)

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

SPECIES SAWLOGS	ESTIMATED VOLUME*	AP	PRAISED PRICE
RED OAK PULPWOOD	38.50 MBF	\$	233.00/MBF
RED PINE MIX ASPEN	91.90 CORDS 413.90 CORDS	\$ \$	41.00/CORD 18.65/CORD

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

SPECIES SAWLOGS	ESTIMATED VOLUME*	APPRAISED PRICE
WHITE PINE JACK PINE MIX ASPEN PULPWOOD RED MAPLE RED OAK WHITE OAK WHITE PINE JACK PINE	23.60 MBF 12.90 MBF 12.50 MBF 112.50 CORDS 108.50 CORDS 40.70 CORDS 279.10 CORDS	
MIX HARDWD	26.90 CORDS	\$ 10.10/CORD \$ 8.15/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 12.41 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 \$1,600.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
1	15%
2	25%
3	15% 25% 35%
4	
5	10%
.	15%

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

Michigan Department of Natural Resources-Forest Management Division Sale No. Sale Type Year TIMBER SALE MAP This information provided under authority of Part 525, Act 451 of 1994, as amended. 80 01 035 Page C. Nelson Mapped By: Forest Management Unit: County: 09-05-08 C. Nelson Lake Cruised By: Cadillac Scale: Range 11W 17: NENW Section(s) Township Subdivision 1:15840 18: SE 1/4, S1/2 SW; 19: NENW 18N 17, 18, 19 Density Cover Type 1=Non Stocked 7=Saw Timber Poor V≖Bog or Marsh W=White Pine P=Lowland Poplar Q=Mixed Swamp Cnfr H=Hemlock A=Aspen 2=Seedling Sapling Poor 3=Seedling Sapling Well 4=Pole Timber Poor 8=Saw Timber Medium 9=Saw Timber Well B=Paper Birch C=Cedar J=Jack Pine R=Red Pine X=Non Stocked L=Lowland Brush Z=Water E=Swamp Hdwoods M=Mpl, Bch, Brch S=Black Spruce 5=Pole Timber Medium T=Tamarack N≖Marsh F=Spruce Fir 6=Pole Timber Well G=Grass U=Upland Brush North V South Unit 1 = 9 acres Unit 2 = 18 acres Unit 3 = 24 acres Unit 4 = 7 acres Unit 4 Unit 5 = 10 acres 16th Street 09 Unit 5 А3 Frank Smith State Road 18 Unit 3

80

24th Street

Sale Boundary (Red Paint)

/**/ Payment Unit (Yellow Paint)

Tin Cup Spring Route

Tin Cup Spring Trail

Tin Cup Horse Trail

County Road

Two-Track

Section Line Perennial Stream

V Vernal Pond

08

08

06

Unit 2

19

R6

C6

Unit 1

Sale Specific Conditions & Requirements

Sale Name: North V South Sale Number: 63-035-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, and 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. In Units 1, 2, and 3, do not cut any OAK. In Units 1, 2, 3, and 4 do not cut any GREEN-PAINTED trees.

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

Within Payment Unit(s) 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.4 - Skidding length (2/04)

Skidding of lengths over 17 feet is not permissible unless approved by the Unit Manager or their representative. THIS IS FOR UNIT 5 ONLY.

3 - Payments

3.3 - Pre-measured Sales

3.3.1 - Order of cutting (6/04)

Payment Units shall be cut in numerical order, unless the sale is paid in full, or unless approved by the Unit Manager or their representative.

4 - Transportation

4.1 - Construction

Sale Name: North V South Sale Number: 63-035-08-01

4.1.3 - Slash and earthen piles (8/04)

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

4.1.6 - Road construction (6/07)

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

4.1.7 - Road closure (4/07)

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

4.2 - Maintenance

4.2.4 - Grading (5/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or their representative.

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 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

Section Name: Sale Specific Page 2 of 4 Current as of 5/20/2009 2:17:53PM

Sale Name: North V South Sale Number: 63-035-08-01

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 red 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.

5.2.13 - Oak wilt restriction (9/08)

Within Payment Unit(s) 1, 2, 3, 4, and 5, 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 their representative.

5.2.29 - Shrub protection (9/07)

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

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

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

5.2.39 - ORV trail protection (9/07)

The Tin Cup Spring is an ORV trail and route, and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV 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 ORV trail or route. Skidding across the trail may only occur in locations approved by the sale administrator.

5.2.40 - Pathway protection (9/07)

The Tin Cup Horse Trail is a horse trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (5/08)

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

Sale Name: North V South Sale Number: 63-035-08-01

5.4.6 - Wet area protection (9/05)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. These areas are marked with a 'V' on the timbersale map. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/08)

The purchaser is responsible for posting and maintaining caution signs on 24th Street, 16th Street, and Frank Smith Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs for use on State-owned land.

6.2.3 - Recreational trail posting (9/08)

The purchaser is responsible for posting and maintaining caution signs on the Tin Cup Springs ORV Trail and Route, and the Tin Cup Horse 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.

32ND STREET MIX (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	
PULPWOOD			
B.T. ASPEN	375.10 CORDS	\$ 23.05/CO	RD.
RED PINE	526.30 CORDS	\$ 51.65/CO	RD.

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

SPECIES	ESTIMATED VOLUME*	AF	PRAISED PRICE
SAWLOGS			
RED MAPLE	4.70 MBF	\$	72.00/MBF
B.T. ASPEN	21.40 MBF	\$	72.00/MBF
WHITE PINE	2.80 MBF	\$	36.00/MBF
RED PINE	15.60 MBF	\$	121.00/MBF
MIXED OAK	12.00 MBF	\$	77.00/MBF
MIX HARDWD	5.60 MBF	\$	81.00/MBF
PULPWOOD			
RED MAPLE	85.90 CORDS	\$	13.10/CORD
WHITE PINE	28.10 CORDS	\$	3.50/CORD
MIXED OAK	77.00 CORDS	\$	13.90/CORD
MIX HARDWD	49.60 CORDS	\$	8.50/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 17.11 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 \$2,500.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE

1 25%
2 75%

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

TOF NATURAL A	Michigan Department of Na	stural Pasauross-Forest M	Janagement Division			
DNR	This information provided under	IMBER SALE MAP		Sale No.	Year 08	Sale Type 01
Forest Management L		oped By: C. Nelson	Date:		Page	l Of 1
Cadillac	Lake Cru	ised By: C. Nelson vision 19: SWSW	0	9-26-08	Scale:	
Township Ran	11W Section(s) Subdiv	30: NWNW			<u> </u>	1:15840
	Cover Type				ensity	Timber Door
A=Aspen B=Paper Birch C=Cedar E=Swamp Hdwoods F=Spruce Fir G=Grass	H=Hemlock	wamp Cnfr W=White Pine X=Non Stocked ruce Z=Water	2: 3: 4: 5:	=Non Stocked =Seedling Sapling P =Seedling Sapling P =Pole Timber Poor =Pole Timber Mediu =Pole Timber Well	oor 8=Sa /ell 9=Sa	w Timber Poor w Timber Medium w Timber Well
AG	19 Unit 1		32nd Street N Unit 1 = 9 acre Unit 2 = 30 acre	s	Frank Smith Road	\
		22nd Strop	4			
State Road	W6 Unit 2	32nd Stree	Sale Unit Pipel Sanb Cour Two-	Bounda Line (Ye ine oorn Cre ity Road tracks al Pond	ellow P	-
		40th Stree	et			

Sale Specific Conditions & Requirements

Sale Name: 32nd Street Mix Sale Number: 63-039-08-01

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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability, EXCEPT, in Unit 1 do not cut any oak or sugar maple and in Unit 2 do not cut any green-marked trees.

2.1.11 - Description of timber note (2/04)

Note that Mixed oak = white and black oak and mixed hardwood = black cherry, basswood, yellow birch and white ash.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (6/07)

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

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. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

Sale Name: 32nd Street Mix Sale Number: 63-039-08-01

4.2 - Maintenance

4.2.1 - Hauling restriction (3/07)

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

4.2.4 - Grading (5/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or their representative.

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 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.4 - Dead and Down Creation

5.2.4.6 - Dead and down creation, other (8/07)

Slash concentration for rabbit habitat is required. Two piles per acre are required and should be 5 feet in height and 15 feet in length. Slash layers should be placed at 90 degrees to each other in order to create openings and

Sale Name: 32nd Street Mix Sale Number: 63-039-08-01

pockets within the pile.

5.2.13 - Oak wilt restriction (9/08)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting and skidding 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 their representative.

5.2.29 - Shrub protection (9/07)

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

5.2.30 - Landing/road top soil protection (5/04)

Top soil at landings and new roads must be stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed over the area to be re-vegetated. In addition, the area must be seeded and mulched per instructions of the sale administrator.

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

5.4.6 - Wet area protection (9/05)

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

6 - Safety and Fire Prevention

6.2 - Signing

Sale Name: 32nd Street Mix Sale Number: 63-039-08-01

6.2.1 - Road posting (9/08)

The purchaser is responsible for posting and maintaining caution signs on State Road and 32nd Street 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. The Purchaser will provide these signs for use on State-owned land.

CASTING BONES (048-08-01)

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED PINE	40.70 MBF	\$ 115.00/MBF
PULPWOOD		
RED PINE	826.90 CORDS	\$ 46.85/CORD

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

SPECIES	ESTIMATED V	OLUME *	APP	RAISED PRICE
SAWLOGS				
JACK PINE	12.00	MBF	\$	38.00/MBF
PULPWOOD				
RED MAPLE	20.00	CORDS	\$	12.65/CORD
Q. ASPEN	40.60	CORDS	\$	12.40/CORD
WHITE PINE	8.60	CORDS	\$	3.40/CORD
JACK PINE	164.80	CORDS	\$	10.90/CORD
BLK CHERRY	13.70	CORDS	\$	15.70/CORD
MIXED OAK	5.40	CORDS SE	,\$	15.25/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 9.99 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 \$2,500.00 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
 - (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:

Right Committee of the

PAYMENT	UNIT	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1				50%		
	2				35%		
	3		4.74		05%		
	4		\$ J.	÷.	10%		

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



A=Aspen B=Paper Birch

Michigan Department of Natural Resources-Forest Management Division TIMBER SALE MAP

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

Sale No. Year Sale Type 048 08

Page Mapped By: C. Nelson Forest Management Unit: County: 09/29/08 2 C. Nelson Cadillac Lake Cruised By: Scale: Township Section(s) 17: SENE; SE1/4; SW1/4 Range Subdivision 1:15840 **11W** 18: SWNW; SW1/4 18N 17, 18 Density

Cover Type

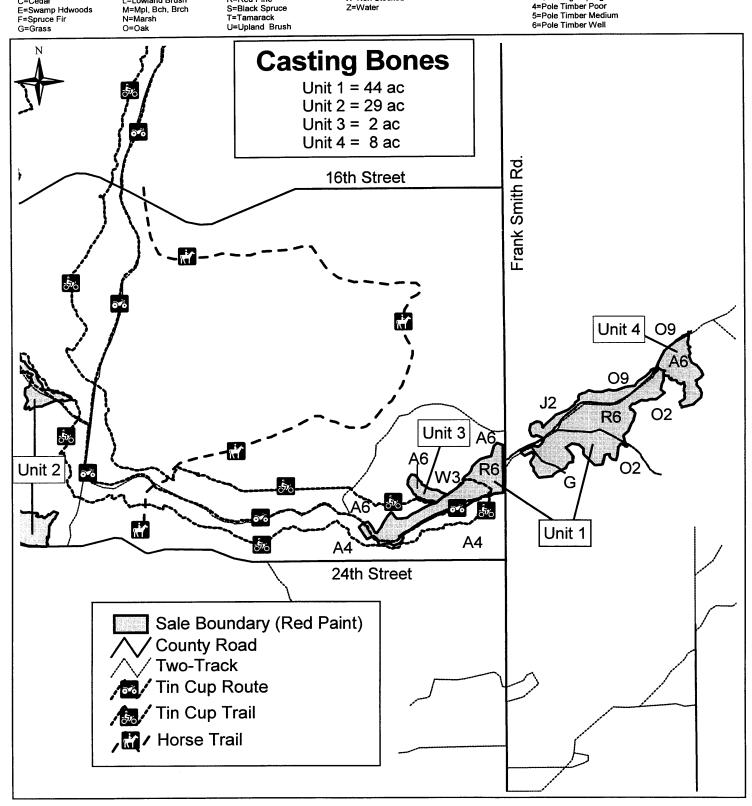
H=Hemlock J=Jack Pine L=Lowland Brush M=Mpl, Bch, Brch P=Lowland Poplar Q=Mixed Swamp Cnfr R=Red Pine S=Black Spruce

V=Bog or Marsh W=White Pine X=Non Stocked Z=Water

1=Non Stocked 2=Seedling Sapling Poor 3=Seedling Sapling Well

4=Pole Timber Poor

7=Saw Timber Poor 8=Saw Timber Medium 9=Saw Timber Well





Michigan Department of Natural Resources-Forest Management Division TIMBER SALE MAP

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

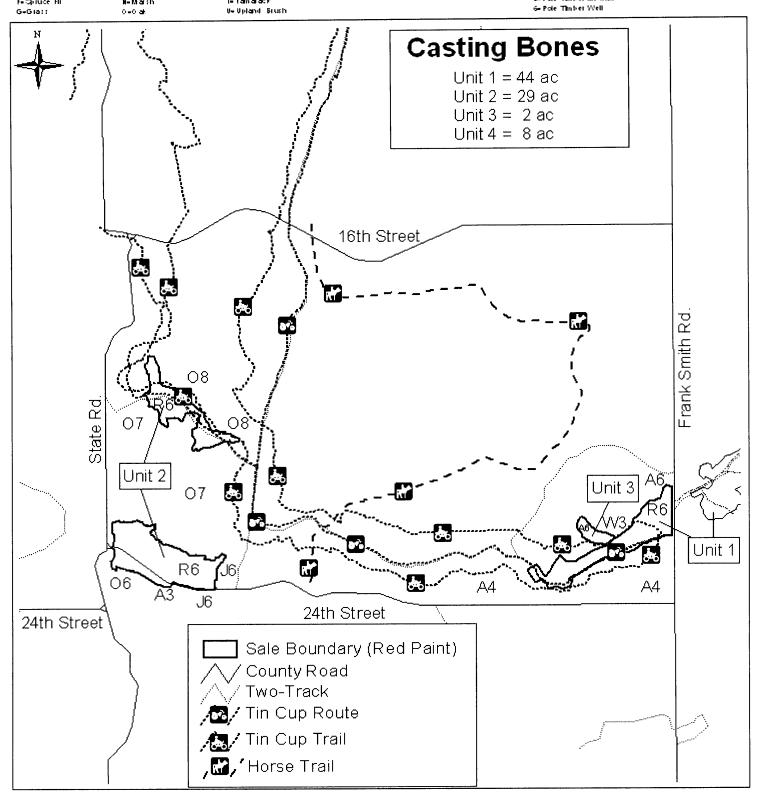
 Sale No.
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Forest Manage Cadilla		County: Lake	Mapped By: C. Nelson Cruised By: C. Nelson	Date: 09	/29/08	Page 2	0f 2
Township 18N	Range 11 W	Section(s) 17,18	Subdivision 17: SENE; SE1/4; SW1/4 18: SWNW; SW1/4			Scale:	:15840
		Cover Type			Der	rsity	

A=Aspen B=Paper Birch C=Cedar B=Owamp Hidwood: F=Opruce Fir H= Hemlock
J=Jack Pine
L= Lowland Brush
M= Mp1, Bch, Bich
H= M arsh

P=Lowland Poplar O=Mixed Owamp Cntl P=Ped Pine O=Black Opruce T=Tamarack V= Blog or Marsh W=White Pine X= Non-Oloched D= Water (= Non Clocked 3- Seedling Capling Poor 3- Seedling Capling Well 4- Pole Timber Poor 5- Pole Timber Medium 7= Caw Timber Poor 8= Caw Timber Medium 9= Caw Timber Well



Sale Specific Conditions & Requirements

Sale Name: Casting Bones Sale Number: 63-048-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 3 and 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, do not cut any green marked trees. Also, in Unit 4, do not cut any oak.

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all jack pine and black cherry in Unit 1.

2.1.8 - Designated plantation row unit(s) (3/07)

Within Payment Unit(s) 2, all red pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Plantation rows designated for cutting are every third row. Begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence.

2.1.11 - Description of timber note (2/04)

Note that Mixed Oak = black oak and white oak.

2.2 - Utilization

2.2.4 - Skidding length (2/04)

Skidding of lengths over 17 feet is not permissible.

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.

Sale Name: Casting Bones Sale Number: 63-048-08-01

4.1.6 - Road construction (6/07)

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

4.1.7 - Road closure (4/07)

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

4.2 - Maintenance

4.2.1 - Hauling restriction (3/07)

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

4.2.4 - Grading (5/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or their representative.

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 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

Sale Name: Casting Bones Sale Number: 63-048-08-01

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 red 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 - 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.

5.2.12 - Bark slippage restriction (3/07)

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

5.2.13 - Oak wilt restriction (9/08)

Within Payment Unit(s) 2, unless changed by written agreement, cutting and skidding 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 their representative.

5.2.15 - Bark beetle restriction (2/04)

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

5.2.20 - Equipment width (2/04)

Equipment used to remove designated rows must be capable of moving through cut rows without damaging residual trees.

5.2.29 - Shrub protection (9/07)

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

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

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

Sale Name: Casting Bones Sale Number: 63-048-08-01

5.2.39 - ORV trail protection (9/07)

The Tin Cup Trail and Route are ORV trail's and are shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline. Skidding across the trail may only occur in locations approved by the sale administrator.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (5/08)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/08)

The purchaser is responsible for posting and maintaining caution signs on State Road, 24th Street, and Frank Smith Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs for use on State-owned land.

6.2.3 - Recreational trail posting (9/08)

The purchaser is responsible for posting and maintaining caution signs on the Tin Cup Trail, Route, and Horse 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.

DOG DAYS ASPEN & OAK (034-08-01) T20N, R12W, SEC. 10, NW1/4 NENE. T20N, R12W, SEC. 11, N1/2. LAKE COUNTY

In response to the notice of sale to be held 3:00 p.m. on July 14, 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	APP	RAISED PRICE	BID	PRICE	ESTIMATED VOLUM	E* = VALUE
SAWLOGS			n:			
B.T. ASPEN	\$	91.00/MBF	\$	x	112.50 MBF	= \$
MIXED OAK	\$	83.00/MBF	\$	X	421.40 MBF	= \$
PULPWOOD						
MIXED OAK	\$	9.20/CORD	\$	x	1299.00 CORDS	= \$
					SUBTOTAL 1 \$	8

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

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAWLOGS RED MAPLE	\$ 71.00/MBF	8.70 MBF	= \$ 617.70
WHITE OAK	\$ 61.00/MBF	114.60 MBF	= \$ 6,990.60
PULPWOOD			
RED MAPLE	\$ 10.50/CORD	253.00 CORDS	= \$ 2,656.50
WHITE OAK	\$ 9.90/CORD	451.00 CORDS	= \$ 4,464.90
B.T. ASPEN	\$ 16.60/CORD	283.00 CORDS	= \$ 4,697.80
		SUBTOTAL 2	\$ 19,427.50
	SUBTOTAL 1 +	SUBTOTAL 2 = TOTAL BID	VALUE \$

*These volumes are statistically estimated within plus (+) or minus (-) 7.13%. 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)					(bidd	er's	sig	natu	re)	
Address/Telepho	ne									
THE	WINNING	BIDDER	MUST	COMPLETE	THE	FORM	ON	THE	REVERSE	SIDE
		WI	THIN	21 DAYS	OF SA	LE AW	ARD			

\$00 000 00 00 \$00 000 000 000



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

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

	of Act 451 of 1994, as	s amended.								
	VERIFICATION OF	WORKER'S DISABIL	ITY COMPENS	ATION ACT COMPLI	ANCE					
	his verification must be completed an ale contract.	d submitted within 21	days of contr	act award and prior t	to the issuance of the timber					
lr d	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.									
A	II Information must be typed or printe	d except for written s	ignatures.							
leas	e Check Appropriate Categories:									
. N	ly business is organized as (you must cl	heck <u>one</u> of the boxes t	oelow):							
Α	. Sole Proprietorship (individual)									
В	. 🔲 Partnership									
C	Corporation									
. Y	ou must check one of the boxes below:									
A	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.									
В	B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).									
C	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.									
i. 11 ir	you have checked item 2(A) or 2(B), nocluding family members and active part	you must indicate the ners (if none, you must	number of bo enter "0").	th full and part time	employees other than yourself					
	Full Time	e Employees			Part Time Employees					
lame	of Business		Federal ID (or)	Social Security No.						
ddre	00		Telephone No.		1.10					
uuie	33		()							
ity		State		Zip + 4						
here over	eby certify that the above information is trage during any of my present and future	I rue and correct. I agree operations.	e to notify the D	NR of any changes th	at occur in factors affecting my					
Sig	gnature of Owner or Authorized Represe	ntative								
-		······································		to.						
Tit	ie –		Da	rc						

NORTH V SOUTH (035-08-01) T18N, R11W, SEC. 17, NENW. T18N, R11W, SEC. 18, SE 1/4, S 1/2 SW. T18N, R11W, SEC. 19, NENW. LAKE COUNTY

In response to the notice of sale to be held 3:00 p.m. on July 14, 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.

non responsate and re-		<u> </u>							
SPECIES	AP	PRAISED PRICE	<u>B</u> 1	D PRICE	<u> </u>	ESTIMATED	VOLUME *	=	VALUE
SAWLOGS									
RED OAK	\$	223.00/CORD	\$	*1	_x	38.50 C	ORDS	=	\$
PULPWOOD									
RED PINE	\$	41.00/CORD	\$		x	91.90 C	ORDS	=	\$
MIX ASPEN	\$	18.65/CORD	\$		_x	413.90 C	ORDS	=	\$
						SUBTOTAL	1 \$		

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

SPECIES	APPRA	AISED PRICE	ESTIMATED	ATED VOLUME* VALUE		
SAWLOGS		**************************************	OUTH TOBE			
WHITE PINE	\$	43.00/MBF	23.60	MBF	= \$	1,014.80
JACK PINE	\$	43.00/MBF	12.90	MBF	= \$	554.70
MIX ASPEN	\$	53.00/MBF	12.50	MBF	= \$	662.50
PULPWOOD						
RED MAPLE	\$	12.30/CORD	112.50	CORDS	= \$	1,383.75
RED OAK	\$	14.10/CORD	108.50	CORDS	= \$	1,529.85
WHITE OAK	\$	12.70/CORD	40.70	CORDS	= \$	516.89
WHITE PINE	\$	3.40/CORD	279.10	CORDS	= \$	948.94
JACK PINE	\$	10.10/CORD	189.50	CORDS	= \$	1,913.95
MIX HARDWD	\$	8.15/CORD	26.90	CORDS	= \$	219.24

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$

SUBTOTAL 2 \$ 8,744.62

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	(bidder's printed name)				bidd	er's	sig	natu	re)	
Address/Teleph	one									
THE	E WINNING	BIDDER M	UST	COMPLETE	THE	FORM	ON	THE	REVERSE	SIDE
		WITH	HIN :	21 DAYS C	F SA	LE AW	ARD			

^{*}These volumes are statistically estimated within plus (+) or minus (-) 12.41%. 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:	Туре:						
Forest Area:							

As required by Act 317, P.A. 1969 (Worke of Act 451 of 1994, a.	r's Compensation) and Part 5 s amended.	25	Forest Area:
VERIFICATION OF	WORKER'S DISABILITY	COMPENS	ATION ACT COMPLIANCE
 This verification must be completed an sale contract. In addition, if boxes 2B or 2C are checkdays of the contract award and prior to 	d submitted within 21 da ed, then Notice of Exclu the issuance of the timb	ys of contra sion or Cer per sale con	act award and prior to the issuance of the timber tificate of Insurance must be submitted within 21
All Information must be typed or printe	d except for written sign	atures. 	
Please Check Appropriate Categories:			
 My business is organized as (you must cl A. Sole Proprietorship (individual) B. Partnership C. Corporation 	neck <u>one</u> of the boxes beld	ow):	
Worker's Compensation Laws. B. I certify that my business has sa Notice of Exclusion (BWC-337, R award (For questions or a copy of the control of the cont	tisfied its obligation to the ev. 5/96). I will provide a f the BWC-337, please ca	e Worker's a copy of the Il the Worke	Compensation Act through the use of an approved e Notice of Exclusion within 21 days of the contract or's Compensation Bureau at 517-322-1195). Provide an original Certificate of Insurance within 21
 If you have checked item 2(A) or 2(B), y including family members and active partr 	you must indicate the nu ners (if none, you must ent	mber of bot er "0").	th full and part time employees other than yourself
Full Time	Employees		Part Time Employees
Name of Business	Fe	deral ID (or) S	Social Security No.
Address	Te (lephone No.	
City	State		Zip + 4
hereby certify that the above information is tropoverage during any of my present and future Signature of Owner or Authorized Represer	operations.	notify the DI	NR of any changes that occur in factors affecting my
Title		Dat	e e

32ND STREET MIX (039-08-01)
T18N, R11W, SEC. 19, NWSW, SWSW.
T18N, R11W, SEC. 30, NWNW, SWNW.
LAKE COUNTY

In response to the notice of sale to be held 3:00 p.m. on July 14, 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	AP	PRAISED PRICE	BID	PRICE	ESTIMATE	D VOL	UME * = VALUE
PULPWOOD							
B.T. ASPEN	\$	23.05/CORD	\$	x	375.10	CORDS	= \$
RED PINE	\$	51.65/CORD	\$	x	526.30	CORDS	= \$
					SUBTOTAL	1	\$
					6.11		
In addition, the suc	ccessiul	bidder agrees	to pur	cnase tne	rottowing	spec	ies at the
appraised price:							
SPECIES	APPR	AISED PRICE	ā .	ESTIMATED	VOLUME*		VALUE
SAWLOGS			:				
RED MAPLE	\$	72.00/MBF		4.70	MBF	= \$	338.40
B.T. ASPEN	\$	72.00/MBF		21.40	MBF	= \$	1,540.80
WHITE PINE	\$	36.00/MBF		2.80	MBF	= \$	100.80
RED PINE	\$	121.00/MBF		15.60	MBF	= \$	1,887.60
MIXED OAK	\$	77.00/MBF		12.00	MBF	= \$	924.00
MIX HARDWD	\$	81.00/MBF		5.60	MBF	= \$	453.60
PULPWOOD							
RED MAPLE	\$	13.10/CORD		85.90	CORDS	= \$	1,125.29
WHITE PINE	\$	3.50/CORD	92	28.10	CORDS	= \$	98.35
	\$	13.90/CORD			CORDS	= \$	1,070.30
MIXED OAK							
MIXED OAK MIX HARDWD	\$	8.50/CORD		49.60	CORDS	= \$	421.60
		8.50/CORD		49.60	CORDS	= \$	421.60

*These volumes are statistically estimated within plus (+) or minus (-) 17.11%. 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.

oidder's printed name)	(bidder's signature)				
[elephone					
THE WINNING BIDDER MUST	OMPLETE THE FORM ON THE REVERSE SID				
WITHIN	L DAYS OF SALE AWARD				



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Title		Date	
oign	ature of Owner or Authorized Representative		
<u>C:</u>			
·	c y sawy present and total coperations.		
ereb vera	y certify that the above information is true and correct. I agge during any of my present and future operations.	gree to notify the DI	NR of any changes that occur in factors affecting
			Zip + 4
у	State	()	
dres	s	Telephone No.	
ame (of Business	Federal ID (or)	Social Security No.
	Full Time Employees		Part Time Employees
ir	f you have checked item 2(A) or 2(B), you must indicate ncluding family members and active partners (if none, you r	the number of bo nust enter "0").	oth full and part time employees other than you
	days of the contract award.		
,	award. (For questions or a copy of the BWC-337, p	lease call the Work	ne Notice of Exclusion within 21 days of the coler's Compensation Bureau at 517-322-1105)
	Worker's Compensation Laws. 3. Certify that my business has satisfied its obligation.	on to the Worker's	Componenties Act through the
	You must check <u>one</u> of the boxes below: A. I certify that my business is a sole proprietorship.		
	C. Corporation		
	A. Sole Proprietorship (individual) B. Partnership		
1.	My business is organized as (you must check one of the b	oxes below):	
Plea	ase Check Appropriate Categories:		
•	All Information must be typed or printed except for wri		
•	In addition, if boxes 2B or 2C are checked, then Notice days of the contract award and prior to the issuance of	e of Exclusion or 0	Pertificate of Insurance must be submitted wit
•	This verification must be completed and submitted wi sale contract.		
	VERIFICATION OF WORKER'S DI		
	As required by Act 317, P.A. 1969 (Worker's Compensation of Act 451 of 1994, as amended.		Forest Area:
) and Dad 525	

BLK CHERRY

MIXED OAK

JACK PINE

CASTING BONES (048-08-01) T18N, R11W, SEC. 17, SENE. SE1/4. SW1/4. T18N, R11W, SEC. 18, SWNW. SW1/4. LAKE COUNTY

In response to the notice of sale to be held 3:00 p.m. on July 14, 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 for	orms may	be rejected.						
SPECIES	APP	RAISED PRICE	BID PR	ICE	ESTIMATI	ED VOLUM	E* = VALUE	
SAWLOGS				37	40.70	MDE	= \$	
RED PINE	\$	115.00/MBF	\$	x	40.70	MDL		
PULPWOOD				17	006 00	CORDC	= \$	
RED PINE	\$	46.85/CORD	\$	x	826.90	CORDS	= \$	
					SUBTOTA	L 1 \$		
In addition, the succeappraised price:	cessful	bidder agrees	to purcha	se the	following	g specie	s at the	
SPECIES	APPRA	ISED PRICE	EST	IMATED	VOLUME *	VA	LUE	
SAWLOGS		12.	gyan i en k					
JACK PINE	\$	38.00/MBF	Po y	12.00	MBF	= \$	456.00	
PULPWOOD								
RED MAPLE	\$	12.65/CORD			CORDS	= \$	253.00	
Q. ASPEN	\$	12.40/CORD		40.60	CORDS	= \$	503.44	
WHITE PINE	\$	3.40/CORD		8.60	CORDS	= \$	29.24	

\$ 10.90/CORD

\$ 15.70/CORD

\$ 15.25/CORD

SUBTOTAL 2 \$ 3,335.44

= \$

215.09

82.35

= \$ 1,796.32

164.80 CORDS

13.70 CORDS

5.40 CORDS = \$

*These volumes are statistically estimated within plus (+) or minus (-) 9.99%. 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.

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$___

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 £ 11 1 2



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317 P.A. 1969 (Worker's Compensation) and Part 525.

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

As required i	of Act 451 of 1994,		art 323	Totest Alea.		
	VERIFICATION O	F WORKER'S DISABIL	ITY COMPENS	SATION ACT COMPLIANCE		
 This verification sale contract. 	n must be completed a	nd submitted within 2	1 days of contr	tract award and prior to the issuance of the timber		
	oxes 2B or 2C are chec ntract award and prior to			rtificate of Insurance must be submitted within 21 ntract.		
 All Information 	must be typed or printe	ed except for written s	ignatures.			
Please Check Appro	priate Categories:					
		heck <u>one</u> of the boxes	below):			
A. I certify	c <u>one</u> of the boxes below: that my business is a so compensation Laws.		has no employ	yees but the sole proprietor. I am not subject to the		
Notice o award. (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).					
	cked item 2(A) or 2(B), members and active part			oth full and part time employees other than yourself		
	Full Time	e Employees		Part Time Employees		
Name of Business			Federal ID (or) S	Social Security No.		
	100 to					
Address			Telephone No.			
City		State		Zip + 4		
coverage during any	ne above information is tr of my present and future er or Authorized Represe	operations.	to notify the DN	NR of any changes that occur in factors affecting my		
Title			Date	te		