

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### TIMBER SALE PROSPECTUS

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

COMPARTMENT 10 RPP / T29N, R01W, SEC. 35, SW 1/4.
OTSEGO COUNTY (Appr. \$40,567.90)

COMPARTMENT 21 RPP / T29N, R04W, SEC. 25, SWNW, W1/2SW.
T29N, R04W, SEC. 36, W1/2NW.
OTSEGO COUNTY (Appr. \$118,455.20)

COMPARTMENT 2 AND 11 RPP / T29N, R02W, SEC. 11, SW1/4.
T29N, R02W, SEC. 12, NENW, NWNE.
T29N, R01W, SEC. 04, E1/2NW.
OTSEGO COUNTY (Appr. \$108,763.15)

COMPARTMENT 11B RPP / T29N, R02W, SEC. 03, E1/2NE, SWNE, W1/2SE, E1/2SW.
T29N, R02W, SEC. 03, SENW.
T29N, R02W, SEC. 10, SWNE, SENW, NENW, NWNE.
OTSEGO COUNTY (Appr. \$104,439.05)

11/1/11/11/11/11/11

SALE DATE AND TIME: 3:00 p.m. on March 04, 2009.

GAYLORD

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

- 1. <u>Bid Location</u>, <u>Date</u>, <u>and Time</u>: Bids must be received by the Unit Manager, Gaylord Management Unit, 1732 West M-32, Gaylord, MI 49735, no later than 3:00 p.m. on March 4, 2009. For further information concerning this sale, contact the Unit Manager at 989-732-3541.
- 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. <u>Down Payment:</u> The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. 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 <a href="https://www.michigan.gov/dnr">www.michigan.gov/dnr</a>. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection: Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

11. Certification and Chain-of-Custody: Unless otherwise indicated in the contract under section 7 - Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

REBECCA A. HUMPHRIES Director

#### COMPARTMENT 10 RPP (030-08-01)

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	47.00 MBF	\$ 132.00/MBF
PULPWOOD		
RED PINE	867.00 CORDS	\$ 34.70/CORD

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

SPECIES	ESTIMATED '	ESTIMATED VOLUME*		APPRAISED PRICE	
SAWLOGS	•	_			
JACK PINE	6.00	MBF	\$	44.00/MBF	
MIXED OAK	3.00	MBF	\$	69.00/MBF	
PULPWOOD					
B.T. ASPEN	13.00	CORDS	\$	17.70/CORD	
JACK PINE	222.00	CORDS	\$	13.10/CORD	
MIXED OAK	74.00	CORDS	\$	9.05/CORD	

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 9.27 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:

- A bond in the amount of \$2,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE

1 50%
2 50%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on March 31, 2011.

### STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES TIMBER SALE MAP

NO. PAR SALE

STATE FOREST AND FOREST AREA MACKINAW STATE FOR	orest - 6,R,M.U.S.	GRECO FOREST RE		9/4/2008
	<sub>3</sub> 35	sub. 5W1/4	Sc	ale: Linch = /4
A Aspen H Hemlock B Paper Birch J Jack Pine C Gedar L Lowland 8n E Swamp Hdwds M Mpl, 8ch, 8 F Spruce Fir N - Marsh G Grass O Oak	COVER TYPE  P - Lowland Poplar  Q - Mx Swamp Cnpr  ush	V - Bog or Marsh W - White Pine X - Non Stockéd Z - Water		NSITY  7 - Saw Timber Poor 8 - Saw Timber Medium 9 - Saw Timber Web
	COMPARTM	ENT 10 -	RPP	
	OTSE	60 CO.		
	43 F	CRES		
	•			
	DBWATE AA S	PRIVATE		
	PRIVATE AS SO		23 DNIT	I=23 ACPES
	34 816 CON A5 OF A5	Ro	דומט ד	IL=Zo Acres
JORTH	AH AL PLO RIVERS	23 PH 23	<b>6</b>	
	UNIT'S PUNIT PS		RAINBOW	ROAD
	20 Sp. Cr.	RU Ju RL		COSS EONO
	*** SALE BOUN	dary (red	<b>)</b>	
•••••	oo PARMENT UN	it live (yell	رليه	
:	HORSE TRAIL	/ PIPELINE		
	RETENTION.	AREA (Spre	itication	, 2.1.13).

#### Sale Specific Conditions & Requirements

Sale Name: Compartment 10 Rpp Sale Number: 52-030-08-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut red painted sale boundary line trees. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when adjacent 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) I and II, 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. Reserve areas identified in accordance with 2.1.13 - Reserve areas, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.1.13 - Reserve areas (6/07)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are marked with a red boundary line. The Purchaser shall not cut live or dead trees within reserve areas.

#### 2.2 - Utilization

#### 2.2.2 - Chipping (5/07)

This area must be chip harvested to facilitate future silvicultural activities. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled to meet site preparation requirements.

#### 2.2.3 - Stump heights (4/07)

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.2 - One active unit (2/04)

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

#### Sale Name: Compartment 10 Rpp Sale Number: 52-030-08-01

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

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

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and fandings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be chipped, utilized or otherwise removed from 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 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.

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations.

#### 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.

#### Sale Name: Compartment 10 Rpp Sale Number: 52-030-08-01

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.2 - 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 (3/07)

Within Payment Unit(s) I and II, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 1 to September 30. This restriction is necessary to reduce disturbance within the Kirtland Warbler Management Area.

#### 5.2.13 - Oak wilt restriction (5/08)

Within Payment Unit(s) I and II, 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.

#### 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.

#### 5.2.40 - Pathway protection (9/07)

The horse trail 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.

#### 5.4 - Soil Protection

#### Sale Name: Compartment 10 Rpp Sale Number: 52-030-08-01

#### 5.4.1 - Rutting restriction, general (5/08)

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

#### 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.

#### 5.8 - Protection of Endangered Species

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

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

#### 5.8.5 - Protection of raptor nests (9/05)

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.3 - Recreational trail posting (7/04)

The purchaser is responsible for posting and maintaining caution signs on the 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 whenever logging operations may impact users.

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.2 - No extensions (2/04)

There will be no extensions granted on this contract.

#### COMPARTMENT 21 RPP (031-08-01)

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	301.00 MBF	\$ 141.00/MBF
PULPWOOD		
RED PINE	2127.00 CORDS	\$ 34.70/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
WHITE PINE	11.00 MBF	\$ 102.00/MBF
PULPWOOD		
RED MAPLE	8.00 CORDS	\$ 12.40/CORD
WHITE PINE	30.00 CORDS	\$ 9.00/CORD
BLK CHERRY	3.00 CORDS	\$ 9.20/CORD
MIX ASPEN	45.00 CORDS	\$ 15.30/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 6.97 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 \$6,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNI	T NUMBER	PERCENT (	OF	TOTAL	SALE	VALUE
1				30%		
2				25%		
3				30%		
4				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, 2011.

### STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES TIMBER SALE MAP

SALE YEAR SALE TYPE

R 4030-1

STATE FOREST AND FOREST AREA MACHINAW STATE	FOREST-G.R.M.U.S.	GRECO FORE	ed by: Stresource services	918/2008
	25	5WNW, W/2	SW	1/
TZ9N R4W Section	(s) <b>36</b> COVER TYPE	Sub. WYZ NW		Scale: 1 Inch = /4 mi
A - Aspen H - Hemlock B - Paper Birch J - Jack Pine C - Cedar L - Lowland Br E - Swamp Hdwds M - Mpl. Bch, I F - Spruce Fir N - Marsh G - Grass O - Oak	P - Lowland Poplar Q - Mx Swernp Cnpr ush R - Red Pine	V - Bog or Marsh W - White Pine, X - Non Stocked Z - Water	Non Stocked     Seedling Sapling Poor     Seedling Sapling Well     Pote Timber Poor     Pole Timber Medium     Pole Timber Well	7 - Saw Timber Poor 8 - Saw Timber Medium 9 - Saw Timber Well
	COMPARTI	4EUT 21-	RPP	
			•	
	8	ACRES	· · · · · · · · · · · · · · · · · · ·	NORTH
	·    · · · · · · · · · · · · · · · · ·		<del></del>	.,
**** SALE BOUNDARY (RED)	STE PRIVE	/ATE	$\mathcal{L}I$	I - 19 ACRES
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RETENTION AREA (RED)	PLOSO A3	Aª Aª	UNIT	III - ZO ACRES
DIPELINE	V7 Rb	$\sim 1$	M9 UNIT	IV-12 ACRES
	RLO MAZ TANEGE MAS		19 W9	
	11 等峰 2 /			

#### Sale Specific Conditions & Requirements

Sale Name: Compartment 21 Rpp Sale Number: 52-031-08-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut red painted sale boundary line trees. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when adjacent 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, 11, III and IV, 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. Reserve areas identified in accordance with 2.1.13 - Reserve areas, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.1.13 - Reserve areas (6/07)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are marked with a red boundary line. The Purchaser shall not cut live or dead trees within reserve areas.

#### 2.2 - Utilization

#### 2.2.2 - Chipping (5/07)

This area must be chip harvested to facilitate future silvicultural activities. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled to meet site preparation requirements.

#### 2.2.3 - Stump heights (4/07)

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.2 - One active unit (2/04)

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

#### Sale Name: Compartment 21 Rpp Sale Number: 52-031-08-01

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

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

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be chipped, utilized or otherwise removed from 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 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.

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations.

#### 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.

#### Sale Name: Compartment 21 Rpp Sale Number: 52-031-08-01

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.2 - 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.

#### 5.2.15 - 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.

#### 5.4 - 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.

#### 5.4.2 - 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.

#### 5.8 - Protection of Endangered Species

#### Sale Name: Compartment 21 Rpp Sale Number: 52-031-08-01

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

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

#### 5.8.5 - Protection of raptor nests (9/05)

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

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.2 - No extensions (2/04)

There will be no extensions granted on this contract.

#### COMPARTMENT 2 AND 11 RPP (034-08-01)

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED PINE	424.00 MBF	\$ 132.00/MBF
PULPWOOD		
RED PINE	1307,00 CORDS	\$ 32.40/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
WHITE PINE	3.00 MBF	\$ 94.00/MBF
JACK PINE	15.00 MBF	\$ 47.00/MBF
MIXED OAK	9.00 MBF	\$ 75.00/MBF
MIX HARDWD	2.00 MBF	\$ 86.00/MBF
PULPWOOD		
WHITE PINE	21.00 CORDS	\$ 9.75/CORD
JACK PINE	506.00 CORDS	\$ 12.15/CORD
MIXED OAK	26.00 CORDS	\$ 8.45/CORD
MIX ASPEN	74.00 CORDS	\$ 16.60/CORD
MIX HARDWD	72.00 CORDS	\$ 11.30/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.38 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 \$6,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
1	25%
2	20%
3	05%
4	25%
5	15%
6	10%

- 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, 2011.

#### STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES TIMBER SALE MAP

SALÉ NO.

MACKINALL		57-6.RMU.S	MAPPED BY CRUISED	REWALSERIKES	9/24/2008
т 29р в	Section(s)	OVER TYPE	sub. E 1/2 NW		Scale: 1 inch = /4 mil
A - Aspen 3 - Paper Birch C - Cedar E - Swamp Hdwds - Spruce Fir G - Grass	H - Hemlock J - Jack Pine L - Lowland Brush - M - Mpl, Bch, Brch N - Marsh O - Oak	P - Lowland Poplar Q - Mx Swamp Cnpr R - Red Pine S - Black Spruce T - Tamarack U - Upland Brush	V - Bog or Marsh W - White Pine X - Non Stocked Z - Water	Non Stocked     Seedling Sapling Poor     Seedling Sapling Well     Pola Timber Poor     Pole Timber Medium     Pole Timber Well	7 - Saw Timber Poor 8 - Saw Timber Medium 9 - Saw Timber Well
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### STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES TIMBER SALE MAP

SALE YEAR SALE TYPE

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A · Aspen 8 · Paper Birch C · Cedar E · Swamp Hdwds F · Spruce Fir G · Grass	H - Hemlock J - Jack Pine L - Lowland Brush M - Mpi, Bch, Brch N - Marsh O - Oak	P - Lowland Poplar Q - Mx Swamp Copr R - Red Pine S - Black Spruce T - Tamarack U - Upland Brush	W - V	og or Marsh Vhite Pine on Stocked ater	2 · S 3 · S 4 · P 5 · P	ion Stocked leedling Sapling Po leedling Sapling Wa lole Timber Poor lole Timber Medium ole Timber Well	or 8 · Sa ell 9 · Sa	aw Timber Poor aw Timber Medium aw Timber Well
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#### Sale Specific Conditions & Requirements

Sale Name: Compartment 2 And 11 Rpp Sale Number: 52-034-08-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut red or blue exterior painted boundary line trees. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when adjacent 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) I, II, III, IV, V and VI, 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. Reserve trees identified in accordance with 2.1.12 - Reserve trees, within clearcut Unit V boundary, are not Included Timber and are to be protected. Reserve areas identified in accordance with 2.1.13 - Reserve areas, within clearcut Unit I and II boundaries, are not Included Timber and are to be protected.

#### 2,1.12 - Reserve trees (2/04)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are marked with red paint. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$25.00 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 2.1.13 - Reserve areas (6/07)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are marked with a red boundary line. The Purchaser shall not cut live or dead trees within reserve areas.

#### 2.2 - Utilization

#### 2.2.2 - Chipping (5/07)

Payment Units III, IV and VI must be chip harvested to facilitate future silvicultural activities. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled to meet site preparation requirements.

#### 2.2.3 - Stump heights (4/07)

Stump heights within Payment Units III, IV and VI shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

Sale Name: Compartment 2 And 11 Rpp Sale Number: 52-034-08-01

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.2 - One active unit (2/04)

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

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

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

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be chipped, utilized or otherwise removed from 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 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.

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

#### 4.4 - Access

#### 4.4.1 - Private property access (8/04)

Permission for access across private land for Payment Unit VI from the west is the responsibility of the purchaser. Payment Unit VI can be accessed from the north which is DNR land, but there is a snowmobile trail on the route.

Sale Name: Compartment 2 And 11 Rpp Sale Number: 52-034-08-01

#### 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.

#### 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

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

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

#### 5.2.2 - 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.

#### 5.2.15 - 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.

#### 5.2.41 - Snowmobile trail protection (4/07)

The snowmobile trail/ORV is shown on the Timber Sale Map. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. Maintain a [20] foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or their representative prior to December 1st. No decking of forest products will be permitted along the snowmobile trail.

#### 5.4 - Soil Protection

Section Name: Sale Specific Page 3 of 4 Current as of 1/28/2009 1:30:54PM

#### Sale Name: Compartment 2 And 11 Rpp Sale Number: 52-034-08-01

#### 5.4.1 - Rutting restriction, general (5/08)

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

#### 5.8 - Protection of Endangered Species

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

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

#### 5.8.5 - Protection of raptor nests (9/05)

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The purchaser is responsible for posting and maintaining caution signs on the road accessing Unit VI from the north which is a snowmobile/ORV 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 any time the trail is being used for any logging activity. The Purchaser will provide these signs for use on State-owned land.

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.2 - No extensions (2/04)

There will be no extensions granted on this contract.

#### COMPARTMENT 11B RPP (036-08-01)

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	279.00 MBF	\$ 141.00/MBF	
PULPWOOD			
RED PINE	1018.00 CORDS	\$ 32.40/CORD	
JACK PINE	2256.00 CORDS	\$ 12.15/CORD	

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

SPECIES	ESTIMATED '	VOLUME*	APP	RAISED PRICE
SAWLOGS				
RED MAPLE	2.00	MBF	\$	60.00/MBF
WHITE PINE	4.00	MBF	\$	80.00/MBF
JACK PINE	4.00	MBF	\$	40.00/MBF
PULPWOOD				
RED MAPLE	18.00	CORDS	\$	11.35/CORD
RED OAK	1.00	CORDS	\$	7.00/CORD
WHITE PINE	72.00	CORDS	\$	8.25/CORD
BLK CHERRY	5.00	CORDS	\$	8.45/CORD
MIX ASPEN	213.00	CORDS	\$	15.30/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 5.86 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

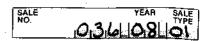
#### BOND AND PAYMENT SCHEDULE:

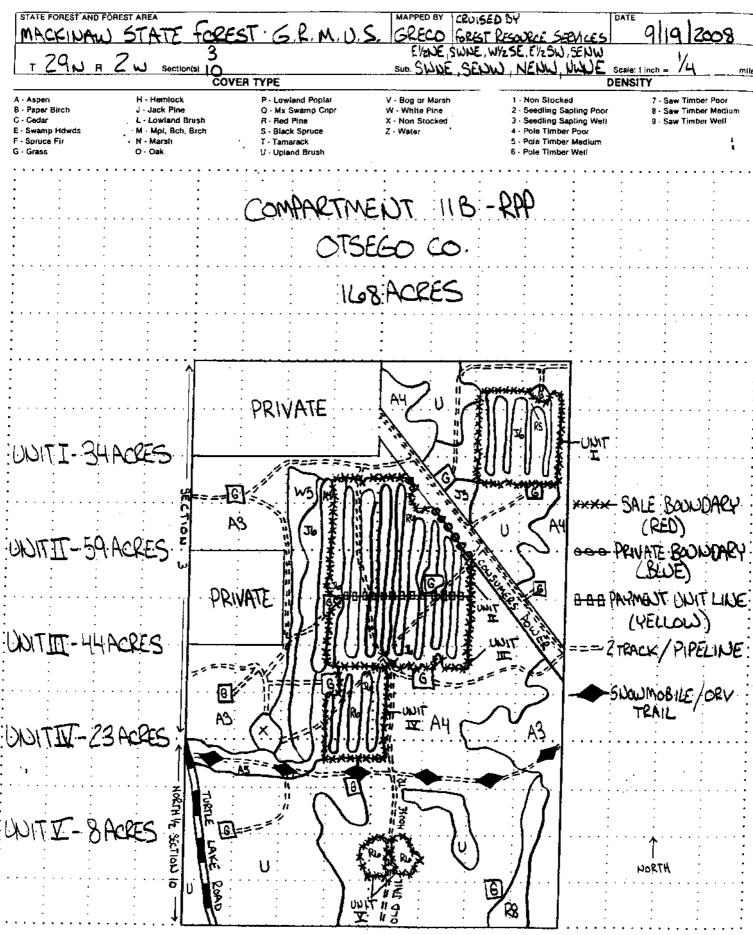
- 1. A bond in the amount of \$5,500.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT	UNIT	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1				20%		
	2				35%		
	3				25%		
	4				15%		
	5				05%		

- 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, 2011.

### STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES TIMBER SALE MAP





#### Sale Specific Conditions & Requirements

Sale Name: Compartment 11b Rpp Sale Number: 52-036-08-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut red or blue painted boundary line trees. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when adjacent 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) I, II, III, IV and V, cut all trees 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.

Reserve trees identified in accordance with 2.1.12 - Reserve trees, within clearcutting unit boundaries IV and V, are not Included Timber and are to be protected.

#### 2.1.12 - Reserve trees (2/04)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are located in Units IV and V and are marked with red paint. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$25.00 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 2.2 - Utilization

#### 2.2.2 - Chipping (5/07)

Payment Units I, II, III, IV and V must be chip harvested to facilitate future silvicultural activities. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled to meet site preparation requirements.

#### 2.2.3 - Stump heights (4/07)

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### Sale Name: Compartment 11b Rpp Sale Number: 52-036-08-01

#### 3.3.2 - One active unit (2/04)

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

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

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

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be chipped, utilized or otherwise removed from 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 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.

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations.

#### 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.

#### Sale Name: Compartment 11b Rpp Sale Number: 52-036-08-01

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.2 - 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.

#### 5.2.15 - 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.

#### 5.2.41 - Snowmobile trail protection (4/07)

The snowmobile/ORV trail is shown on the Timber Sale Map. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. Maintain a [20] foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or their representative prior to December 1st. No decking of forest products will be permitted along the snowmobile trail.

#### 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.

#### 5.8 - Protection of Endangered Species

Section Name: Sale Specific Page 3 of 4 Current as of 1/6/2009 2:08:42PM

#### Sale Name: Compartment 11b Rpp Sale Number: 52-036-08-01

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

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

#### 5.8.5 - Protection of raptor nests (9/05)

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The purchaser is responsible for posting and maintaining caution signs on the snowmobile/ORV 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 any time the trail is being used for any logging activity. The Purchaser will provide these signs for use on State-owned land.

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.2 - No extensions (2/04)

There will be no extensions granted on this contract.

## COMPARTMENT 10 RPP (030-08-01) T29N, R01W, SEC. 35, SW 1/4. OTSEGO COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 04, 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	AΡ	PRAISED PRICE	BID PRICE	ESTIMATE	D VOL	UME* = VALUE
SAWLOGS						
RED PINE	\$	132.00/MBF	\$X	47.00	MBF	= \$
PULPWOOD						
RED PINE	\$	34.70/CORD	\$x	867.00	CORDS	= \$
				SUBTOTAL	. 1	\$
In addition, the su	ıccessful	bidder agrees	to purchase the	following	spec	ies at the
appraised price:						
SPECIES	APPR	AISED PRICE	ESTIMATED	VOLUME*	•	VALUE
SAWLOGS						
JACK PINE	\$	44.00/MBF		MBF	= \$	264.00
MIXED OAK	\$	69.00/MBF	3.00	MBF	= \$	207.00
PULPWOOD	_					
B.T. ASPEN		17.70/CORD	· · · · · · · · · · · · · · · · · · ·	CORDS	,	
JACK PINE	\$	13.10/CORD	222.00			2,908.20
MIXED OAK	\$	9.05/CORD	74.00	CORDS	= \$	669.70
			ST	JBTOTAL 2	\$	4,279.00
	S	UBTOTAL 1 +	SUBTOTAL 2 = 1	TOTAL BID	VALUE	\$
*These volumes are estimated volumes to examine this ti	statisti are fina	cally estimate L and not subj	d within plus (+)	or minus	(-)	9.27%. These bidders are ur
	statisti are fina mber and any or al co determ bid form will be	cally estimate l and not subjeto make their  l bids may be ine total bid may be reject based upon my	d within plus (+) ect to adjustment own estimates of rejected, and the value. All bids ed. I also unders	or minus Prospe quantity  t the ind must be a stand that and abil	s (-) ctive and c dividu signed cons	9.27%. These bidders are ur quality.  al unit bid pri and all bid it ideration and

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



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

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

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

	As required by Act 317, P.A. 1969 (Worker's Compensation) and Pa of Act 451 of 1994, as amended.	art 525	Forest An	ea:
	VERIFICATION OF WORKER'S DISABIL	ITY COMPENS	ATION A	ACT COMPLIANCE
•	This verification must be completed and submitted within 21 sale contract.	i days of contr	act awar	rd and prior to the issuance of the timber
•	In addition, if boxes 2B or 2C are checked, then Notice of Ex days of the contract award and prior to the issuance of the ti			of Insurance must be submitted within 21
•	All Information must be typed or printed except for written si	ignatures.		
Ple	ase Check Appropriate Categories:			
1.	My business is organized as (you must check one of the boxes b	pelow):		
	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 Worker's Compensation Laws.	has no employ	ees but	the sole proprietor. I am not subject to the
	B. I certify that my business has satisfied its obligation to Notice of Exclusion (BWC-337, Rev. 5/96). I will provid award. (For questions or a copy of the BWC-337, please	se a copy of th	e Notice	of Exclusion within 21 days of the contract
	C.  I certify that my business has a Worker's Compensation days of the contract award.	n Policy. 1 will	provide a	an original Certificate of Insurance within 21
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the including family members and active partners (if none, you must	number of <b>bo</b> enter "0").	th full ar	nd part time employees other than yourself
	Full Time Employees			Part Time Employees
		<u>,</u>	<del></del>	
Nar	ne of Business	Federal ID (or)	Social Sec	curity No.
Ado	Iress	Telephone No.		
		( )		
City	State			Zip + 4
	ereby certify that the above information is true and correct. I agree erage during any of my present and future operations.	to notify the D	NR of an	y changes that occur in factors affecting my
-	Signature of Owner or Authorized Representative			
-	Title	<u></u>	te	
	· · · · · · · · · · · · · · · · · · ·			

## COMPARTMENT 21 RPF (031-08-01) T29N, R04W, SEC. 25, SWNW, W1/2SW. T29N, R04W, SEC. 36, W1/2NW. OTSEGO COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 04, 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-responsive bid	202125 1862	, 20 20,00000.					
SPECIES	AP	PRAISED PRICE	BID PRICE	ESTIMATE	D VOL	UME* = VALUE	
SAWLOGS		141 00/500	s х	301.00	MDE	e	
RED PINE	¥	141.00/MBF	\$A	301.00	MDF	= >	
PULPWOOD RED PINE	\$	34.70/CORD	\$x	2127.00	CORDS	= \$	
				SUBTOTAL	. 1	\$	
In addition, the su	ccessful	bidder agrees	to purchase the	following	spec:	ies at the	
appraised price:							
SPECIES	APPR	AISED PRICE	ESTIMATED	VOLUME*	3	VALUE	
SAWLOGS							
WHITE PINE	\$	102.00/MBF	11.00	mbf	= \$	1,122.00	
PULPWOOD							
RED MAPLE	\$	12.40/CORD		CORDS	= \$	99.20	
WHITE PINE	\$	9.00/CORD		CORDS		270.00	
BLK CHERRY	\$	9.20/CORD		CORDS		27.60	
MIX ASPEN	\$	15.30/CORD	45.00	CORDS	= \$	688.50	
			st	JBTOTAL 2	\$	2,207.30	
	S	UBTOTAL 1 +	SUBTOTAL 2 = 1	POTAL BID	VALUE	\$	_
*These volumes are estimated volumes a to examine this time	are final	and not subj	ect to adjustment	. Prospe	ctive	bidders are u	rge
I understand that a will be the basis t must be bid or the awarding a contract contract based upon	o determ: bid form will be	ine total bid may be reject based upon my	value. All bids ed. I also unders past performance	must be a stand that and abil	igned cons	and all bid i	tem
(bidder's	printed	name)	(bidder's si	ignature)	· · · · · · · · · · · · · · · · · · ·		
Address/Telephon	e						

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



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

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

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

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

	of Act 451 of 1994, as amended.			
	VERIFICATION OF WORKER'S DIS	SABILITY COMPENS	ATION ACT COMPLIANCE	
•	This verification must be completed and submitted with sale contract.	hin 21 days of contr	act award and prior to the issuanc	e of the timber
•	In addition, if boxes 2B or 2C are checked, then Notice days of the contract award and prior to the issuance of			nitted within 21
•	All Information must be typed or printed except for write	tten signatures.		
Ple	lease Check Appropriate Categories:			
1.	My business is organized as (you must check one of the b	ooxes 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 Worker's Compensation Laws.	and it has no employ	yees but the sole proprietor. I am no	ot subject to the
	B.  I certify that my business has satisfied its obligat Notice of Exclusion (BWC-337, Rev. 5/96). I will award. (For questions or a copy of the BWC-337, p.	provide a copy of the	e Notice of Exclusion within 21 days	of the contract
	<ul> <li>C.          I certify that my business has a Worker's Comper days of the contract award.     </li> </ul>	nsation Policy. 1 will	provide an original Certificate of Insu	rance within 21
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate including family members and active partners (if none, you		th full and part time employees othe	er than yourself
	Full Time Employees		Part Time Emp	loyees
Nar	ame of Business	Federal ID (or)	Social Security No.	
۸ ۵۵	ddress	Telephone No.		
Muc	JUI 655	( )		
City	ity State	•	Zip + 4	
	nereby certify that the above information is true and correct. In overage during any of my present and future operations.	agree to notify the D	NR of any changes that occur in factor	ors affecting my
-	Signature of Owner or Authorized Representative	·· ·		
-	Title		te	

# COMPARTMENT 2 AND 11 RPF (034-08-01) T29N, R02W, SEC. 11, SW1/4. T29N, R02W, SEC. 12, NENW, NWNE. T29N, R01W, SEC. 04, E1/2NW. OTSEGO COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 04, 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	API	PRAISED PRICE	BID PRICE	<u> </u>	ESTIMATED VOLUME*	=	VALUE	
SAWLOGS								
RED PINE	\$	132.00/MBF	\$	_x	424.00 MBF	=	\$	_
PULPWOOD								
RED PINE	\$	32.40/CORD	\$	X	1307.00 CORDS	=	\$	_
					SUBTOTAL 1 \$_			
In addition, the appraised price:	successful	bidder agrees	to purchase	the	following species	at	the	

SPECIES	APPRI	AISED PRICE	<u>estimated</u>	VOLUME*		VALUE
SAWLOGS						
WHITE PINE	\$	94.00/MBF	3.00	MBF	= \$	282.00
JACK PINE	\$	47.00/MBF	15.00	MBF	= \$	705.00
MIXED OAK	\$	75.00/MBF	9.00	MBF	= \$	675.00
MIX HARDWD	\$	86.00/MBF	2.00	MBF	= \$	172.00
PULPWOOD						
WHITE PINE	\$	9.75/CORD	21.00	CORDS	= \$	204.75
JACK PINE	\$	12.15/CORD	506.00	CORDS	= \$	6,147.90
MIXED OAK	\$	8.45/CORD	26.00	CORDS	= \$	219.70
MIX ASPEN	\$	16.60/CORD	74.00	CORDS	= \$	1,228.40
MIX HARDWD	\$	11.30/CORD	72.00	CORDS	<b>=</b> \$	813.60
			su	BTOTAL 2	<u>\$</u>	10,448.35

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	

<sup>\*</sup>These volumes are statistically estimated within plus (+) or minus (-) 11.38%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



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

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

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

	As required by Act 317, P.A. 1969 (Worker's Compensation) and of Act 451 of 1994, as amended.	Part 525	Forest Area:						
	VERIFICATION OF WORKER'S DISABI	ILITY COMPEN	SATION 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.							
Ple	ase Check Appropriate Categories:		·						
1.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>								
2.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>								
3.	If you have checked item 2(A) or 2(B), you must indicate th including family members and active partners (if none, you must		oth full and part time employees o	ther than yourself					
	Full Time Employees		Part Time En	nployees					
Nan	ne of Business	Federal ID (or)	Social Security No.						
Add	ress	Telephone No.							
City	State		Zip + 4						
cov	ereby certify that the above information is true and correct. I agreerage during any of my present and future operations.  Signature of Owner or Authorized Representative	ee to notify the E	ONR of any changes that occur in fa	ctors affecting my					
-	Fitle		ite						

## COMPARTMENT 11B RPP (036-08-01) T29N, R02W, SEC. 03, E1/2NE, SWNE, W1/2SE, E1/2SW. T29N, R02W, SEC. 03, SENW.

T29N, R02W, SEC. 10, SWNE, SENW, NENW, NWNE.

OTSEGO COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 04, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES SAWLOGS	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME*	= VALUE
-	\$ 141.00/MBF	s x	279.00 MBF	= \$
RED PINE	\$ 141.00/HBF	٠^	2/3.00 MBF	- 4
PULPWOOD				
RED PINE	\$ 32.40/CORD	\$x	1018.00 CORDS	= \$
JACK PINE	\$ 12.15/CORD	\$x	2256.00 CORDS	= \$
			SUBTOTAL 1 \$	

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

SPECIES	APPR	AISED PRICE	ESTIMATED VOLUME*			VALUE		
SAWLOGS								
RED MAPLE	\$	60.00/MBF	2.00	MBF	= \$	120.00		
WHITE PINE	\$	80.00/MBF	4.00	MBF	= \$	320.00		
JACK PINE	\$	40.00/MBF	4.00	MBF	= \$	160.00		
PULPWOOD								
RED MAPLE	\$	11.35/CORD	18.00	CORDS	= \$	204.30		
RED OAK	\$	7.00/CORD	1.00	CORDS	- \$	7.00		
WHITE PINE	\$	8.25/CORD	72.00	CORDS	= \$	594.00		
BLK CHERRY	\$	8.45/CORD	5.00	CORDS	= \$	42.25		
MIX ASPEN	\$	15.30/CORD	213.00	CORDS	= \$	3,258.90		
			s	UBTOTAL 2	<u> </u>	4,706.45		

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

\*These volumes are statistically estimated within plus (+) or minus (-) 5.86%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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



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

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

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

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

	of Act 451 of 1994, as			F0:08 KI	vu.				
	VERIFICATION OF	WORKER'S DISABILIT	TY COMPENS	ATION A	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 check days of the contract award and prior to	ed, then Notice of Exc the issuance of the tin	lusion or Cer nber sale con	tificate d tract.	of Insurance must be submitted within 21				
•	All Information must be typed or printed except for written signatures.								
Ple	ase Check Appropriate Categories:								
1.	My business is organized as (you must ch	eck <u>one</u> of the boxes be	elow):		;				
	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 Worker's Compensation Laws.	e proprietorship and it h	nas no employ	ees but	the sole proprietor. I am not subject to the				
	Notice of Exclusion (BWC-337, Re	ev. 5/96). I will provide	a copy of the	e Notice	sation Act through the use of an approved of Exclusion within 21 days of the contract pensation Bureau at 517-322-1195).				
	<ul> <li>C.    ☐ I certify that my business has a W days of the contract award.</li> </ul>	Vorker's Compensation	Policy. I will	provide a	an original Certificate of Insurance within 21				
3.	If you have checked item 2(A) or 2(B), y including family members and active partn			th full ar	nd part time employees other than yourself				
	Full Time	Employees			Part Time Employees				
					3. N				
Nar	ne of Business		Federal ID (or) \$	Social Sec	curity No.				
Ado	ress		Telephone No.						
City		State		!	Zip + 4				
COV	ereby certify that the above information is truerage during any of my present and future of the control of the	operations.	to notify the D	NR of an	ny changes that occur in factors affecting my				
-	Title			<b>1</b> 0					
THE				Date					