

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

ROCKY ROAD ASPEN / T42N, R07E, SEC. 19, SWSE SEC 20 SESW.

T42N, R07E, SEC. 29, NW1/4,SW1/4,SWNE,W1/2SE,SESE.

T42N, R07E, SEC. 30, E1/2NE.

T42N, R07E, SEC. 32, N1/2NE,E1/2NW,NESW,NWSE.

CHIPPEWA COUNTY (Appr. \$63,235.10)

SHEEP RANCH ASPEN TWO / T41N, R07E, SEC. 07, S1/2NW,N1/2SW,SESW,W1/2SE. CHIPPEWA COUNTY (Appr. \$12,236.12)

SMURF HARDWOODS / T42N, R07E, SEC. 32, SW1/4. T42N, R07E, SEC. 30, S1/2SW, SWSE, NENE. T42N, R07E, SEC. 29, SWNE, NW1/4. T42N, R07E, SEC. 31, NW1/4, NWNE. CHIPPEWA COUNTY (Appr. \$10,021.45)

SALE DATE AND TIME: 10:00 a.m. on July 13, 2009.

SAULT STE MARIE

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

- 1. <u>Bid Location, Date, and Time</u>: Bids must be received by the Unit Manager, Sault Ste Marie Management Unit, Box 798, 2001 Ashmun, Sault Ste Marie, MI 49783, no later than 10:00 a.m. on July 13, 2009. For further information concerning this sale, contact the Unit Manager at 906-635-5281.
- 2. <u>Bidder's Qualifications</u>: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. <u>Preparation of Sealed Bids:</u> Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
- 4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. <u>Public Opening of Sealed Bids:</u> If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
- 7. <u>Down Payment:</u> The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. 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 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

ROCKY ROAD ASPEN (002-07-01)

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 | | |
| W. SPRUCE | 916.00 CORDS | \$ 10.40/CORD |
| MIX ASPEN | 4381.00 CORDS | \$ 9.90/CORD |

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

| SPECIES SAWLOGS | ESTIMATED VOLUME* | APPI | RAISED PRICE |
|--------------------|-------------------|------|--------------|
| P. BIRCH | 8.60 MBF | \$ | 90.00/MBF |
| W. SPRUCE | 39.60 MBF | \$ | 28.00/MBF |
| MIX ASPEN | 27.90 MBF | \$ | 33.00/MBF |
| MIX HARDWD | 14.50 MBF | \$ | 88.00/MBF |
| PULPWOOD | | · | , |
| P. BIRCH | 278.00 CORDS | \$ | 4.40/CORD |
| B. POPLAR | 126.00 CORDS | \$ | 2.90/CORD |
| BALSAM FIR | 214.00 CORDS | \$ | 6.35/CORD |
| TAMARACK | 36.00 CORDS | \$ | 7.80/CORD |
| MIX HARDWD | 466.00 CORDS | \$ | 6.50/CORD |

^{*}The volumes are statistically estimated within plus (+) or minus (-) 8.88 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 \$3,200.00 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 | 10% |
| 2 | 10% |
| 3 | 22% |
| 4 | 19% |
| 5 | 12% |
| 6 | 16% |
| 7 | 11% |

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

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

TIMBER SALE MAP

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

|Sale Number

Year

45-002

07 Page

Mapped By Trimble - J. WISE Forest Management Unit 4-20-07 CHIPPEWA Section(s) and Subdivision(s) Sec 29 NW + 5WH, SWF, SESE, WY SE SAULT STE MARIE Township Range Section(s) and Subdivision(s) Sec 24 NW +3WM, 3WNE, 3ESE, W/25E | Scale: |...
Sec 19 SWSE, Sec 20 SESW, Sec 32 NESW, NWSE, NY2NE, EY2NW| = 1 mile 42 N 7E Cover Type Density Bog or Marsh 5 Pole Timber Medium 6 Pole Timber Well 0 = Non Stocked H = Hemlock (A)= Aspen 1 = Seedling Sapling Poor B = Paper Birch J = Jack Pine 2= Seedling Sapling Medium C= Cedar R = Red Pine X = Non Stocked = Saw Timber Poor = Lowland Brush 3 Seedling Sapling Well 4 = Pole Timber Poor E = Swamp Hdwoods M = Mpi, Bch, Brch N = Marsh S = Black Spruce Z = Water 8 = Saw Timber Medium 9 = Saw Timber Well T = Tamarack Spruce Fir U = Upland Brush O = Oak= Grass 20 326 ACRES , wet area many need culvet ROCKY ROAD ASPEN DRUMMOND ISLAND JOHNSWOOD RD QB 5 MILE STATE A3 2 GRAVEL PIT Ale (5)Q3 M Bermsz W5 (6)Αle A3 RED PAINT YELLOW PAINT DIRT ROAD * NOTE: Trees marked with blue DRV/JEEP paint outside the sale area adjacent to Units MG BERMS 1,2,+3 is a marked hard wood sale.

Sale Specific Conditions & Requirements

Sale Name: Rocky Road Aspen Sale Number: 45-002-07-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut painted boundary line trees. Yellow painted unit boundary trees may be cut when all surrounding Payment Units have been paid unless they are reserve trees.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 - 7, cut all trees that are four 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 Cedar, Oak, Hemlock, Pine, Yellow Birch, Ironwood, Basswood, Ash, or Beech.

3 - Payments

3.3 - Pre-measured Sales

3.3.2 - One active unit (2/04)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or their representative before the next unit may be opened. The Purchaser must give a one week notice before finishing a unit to allow for inspection.

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1-7 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: Rocky Road Aspen Sale Number: 45-002-07-01

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 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300.00 per acre for all acreage within that specified portion of the sale area that was damaged.

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

4 - Transportation

4.1 - Construction

4.1.4 - 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. 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 within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed, see the timber sale map for locations. In general, this will require berms at the beginning and at all junctions. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of hauling. These stumps, along with slash must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

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.

Sale Name: Rocky Road Aspen Sale Number: 45-002-07-01

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (6/04)

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

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

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

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 (4/07)

Part of the main haul road is an ORV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline. Where the ORV trail is on the road, operations may proceed as usual, however, no skidding is allowed on the ORV trail in the woods. Skidding across the ORV trail may only occur in locations that minimize safety hazards, and must not obscure the trail.

5.4 - Soil Protection

Sale Name: Rocky Road Aspen Sale Number: 45-002-07-01

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 making them inpossible to travel with four wheel drive vehicles. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 8 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

5.8.5 - 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 ORV trail prior to beginning operations. The trail must be posted to warn of logging activity and truck traffic at both ends of the trail. The purchaser must maintain the signs at all times while operations are in progress. Contact the ORV club to coordinate placement of signs.

SHEEP RANCH ASPEN TWO (008-09-01)

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 | | | |
| MIX ASPEN | 43.90 MBF | \$ | 25.00/MBF |
| PULPWOOD | | | |
| P. BIRCH | 251.00 CORDS | \$ | 6.57/CORD |
| MIX ASPEN | 697.00 CORDS | \$ | 9.55/CORD |

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

| SPECIES | ESTIMATED VOLUME* | APPRAISED PRI | CE |
|------------|-------------------|---------------|----|
| SAWLOGS | | | |
| P. BIRCH | 11.10 MBF | \$ 84.00/MBF | |
| W. SPRUCE | 1.30 MBF | \$ 26.50/MBF | |
| PULPWOOD | | | |
| B. POPLAR | 42.00 CORDS | \$ 3.75/COR | D |
| BALSAM FIR | 50.00 CORDS | \$ 7.15/COR | D |
| W. SPRUCE | 33.00 CORDS | \$ 9.75/COR | D |
| MIX HARDWD | 198.00 CORDS | \$ 5.20/COR | D |

^{*}The volumes are statistically estimated within plus (+) or minus (-) 12.16 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 \$1,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

| PAYMENT | UNIT | NUMBER | PERCENT | OF | TOTAL | SALE | VALUE |
|---------|------|--------|---------|----|-------|------|-------|
| | 1 | | | | 50% | | |
| | 2 | | | | 508 | | |

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

DEPARTMENT OF NATURAL RESOURCES TIMBER SALE MAP

NO. 45 008 09 9

STATE FOREST AND FOREST AREA 6-27-06 WISE, CARON, GARMIN GAS LAKE SUPERIOR STATE, SAULT STE MARIE WYZSE SUD. SYZNW, NYZSW, SESW RJE Section(s) Scale: 1 inch **COVER TYPE** DENSITY A Aspen B Paper Birch P - Lowland Poplar V - Bog or Marsh 1 - Non Stocked 7 - Saw Timber Poor J - Jack Pine Q - Mx Swamp Cnpr W - White Pine Seedling Sapting Poor 8 - Saw Timber Medium 3 Seedling Sapling Well C - Cedar L - Lowland Brush R - Red Pine X - Non Stocked 9 - Saw Timber Well E - Swamp Hdwds M · Mpl, Bch, Brch S - Black Spruce Z · Water 4 - Pole Timber Poor F - Spruce Fir N - Marsh T · Tamarack 5 - Pole Timber Medium G · Grass O - Oak U - Upland Brush - Pole Timber Well SHEEP RANCH ASPEN 82 ACRES TWO CHIPPEWA COUNTY - DRUMMOND ISLAND A3. SHEEP PANCH **A3** A3 Survey Corner === Gravel Rd .: Red: Paint Line Blue Paint Line Unit Number NOTE: SHEEP RANCH ROAD SPLITS UNITS - NO PAINT LINE

Sale Specific Conditions & Requirements

Sale Name: Sheep Ranch Aspen Two Sale Number: 45-008-09-01

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 are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 & 2, cut all trees trees that are four (4) 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 cedar, hemlock, pine, yellow birch, and oak.

3 - Payments

3.3 - Pre-measured Sales

3.3.2 - One active unit (2/04)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or their representative before the next unit may be opened. The Purchaser must give a one week notice before finishing a unit to allow for inspection.

3.4 - Damaged Timber

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 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 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

Sale Name: Sheep Ranch Aspen Two Sale Number: 45-008-09-01

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. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Stumps, slash and brush must be placed along the remainder of the trail. These roads must be renderd impassable to vehicles. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (2/05)

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. Warning signs must be placed at least 200 feet before and beyond sale boudaries along the Sheep Ranch Road to warn the public of logging traffic

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

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 (6/04)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations for clarification and understanding of sale conditions and to discuss any on-site issues. 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: Sheep Ranch Aspen Two Sale Number: 45-008-09-01

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 fifty (50) feet back from the Sheep Ranch Road, and ten (10) feet back from the blue paint line.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

5.2.37 - No decking areas (10/04)

No decking is allowed within 50 feet of Sheep Ranch Road. A spur may be constructed for decking in the sale area to keep trucks off the road. All skidding is to be done from the spur road and kept within the sale area. There is to be no skidding from Sheep Ranch Road. This is to maintain a buffer of unmerchantable trees along the road for asthetics.

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 (2/04)

Operations are to cease immediately if equipment and weather conditions result in rutting of six (6) inches or greater in depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and the risk of rutting has decreased.

5.8 - Protection of Endangered Species

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.

SMURF HARDWOODS (013-07-01)

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

| SPECIES | ESTIMATED VOLUME* | AP | PRAISED PRICE |
|------------|-------------------|----|---------------|
| SAWLOGS | | | |
| SUG. MAPLE | 19.20 MBF | \$ | 355.00/MBF |
| MIX ASPEN | 22.70 MBF | \$ | 42.00/MBF |
| PULPWOOD | | | |
| MIX HARDWD | 514.00 CORDS | \$ | 2.60/CORD |

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

| SPECIES | ESTIMATED V | VOLUME * | AP | PRAISED PRICE |
|------------|-------------|----------|----|---------------|
| SAWLOGS | | | | |
| WHITE ASH | 1.40 | MBF | \$ | 105.00/MBF |
| BEECH | .20 | MBF | \$ | 52.00/MBF |
| P. BIRCH | 4.30 | MBF | \$ | 105.00/MBF |
| W. SPRUCE | .30 | MBF | \$ | 33.00/MBF |
| N.W. CEDAR | .30 | MBF | \$ | 60.00/MBF |
| PULPWOOD | | | | |
| P. BIRCH | 3.00 | CORDS | \$ | 2.85/CORD |
| N.W. CEDAR | 1.00 | CORDS | \$ | 9.90/CORD |
| MIX ASPEN | 56.00 | CORDS | \$ | 4.65/CORD |

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

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$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 | | | | 05% | | | |
| | 2 | | | | 15% | | | |
| | 3 | | | | 09% | | | |
| | 4 | | | | 25% | | | |
| | 5 | | | | 23% | | | |
| | 6 | | | | 23% | | | |

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



totalo Snowmobile Trail

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

TIMBER SALE MAP

Sale Number Year

45-013-07-01 2007 This information provided by authority of Part 525 of Act 451, PA 1994, as amended. County Forest Management Unit Date Page Mapped By S. Clark of Sault Ste. Marie Chippewa - Drummond Cruised By Clark 9-24-2007 s. 1 Township Range Section(s) and Subdivision(s) Scale: |...4 ".....| = 1 mile 29SWNE, NW1/4, 30S1/2SW, SWSE, NENE, 31NW1/4, NWNE, 32SW1/4 41N 7E Cover Type Density O = Oak A = Aspen G = Grass U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium B = Paper Birch H = Hemlock P = Lowland Poplar V = Bog or Marsh 6 = Pole Timber Well C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine = Saw Timber Poor 3 = Seedling Sapling Well D = Treed Bog = Lowland Brush R = Red Pine X = Non Stocked = Saw Timber Medium M = Mpl, Bch, Brch E = Swamp Hdwoods S = Black Spruce Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir ₩ = Marsh = Tamarack OPEN SEROND CK AS wet area may need culve intermitant ')) 17 SMURF HARDWOOD = X BERMS 66 ACRES 5 ,orv TO SHEED MAKHED Red Line Unit Line-No Paint, Use Road Good Road Two track oru Trail/Two Track

Sale Specific Conditions & Requirements

Sale Name: Smurf Hardwoods Sale Number: 45-013-07-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by red paint. Do not cut painted boundary line trees. Payment Units 5 & 6 are separated by the road that bisects the stand east-west. This boundary is not painted.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-6, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.4 - Skidding length (2/04)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or their representative.

2.2.7 - Uncut designated trees (2/04)

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

3 - Payments

3.3 - Pre-measured Sales

3.3.2 - One active unit (2/04)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or their representative before the next unit may be opened. The Purchaser must give a five day notice before finishing a unit to allow for inspection.

3.3.3 - Cutting schedule (2/04)

Unless changed by written agreement, only two Payment Units may be operated at any one time. All contractual requirements on a Payment Unit shall be completed and accepted by the Unit Manager or their representative prior to the opening of an additional Payment Unit.

3.4 - Damaged Timber

Sale Name: Smurf Hardwoods Sale Number: 45-013-07-01

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 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300.00 per acre for all acreage within that specified portion of the sale area that was damaged.

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

4 - Transportation

4.1 - Construction

4.1.4 - 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. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed, see the timber sale map for locations. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars d trucks. Contact the sale administrator for details.

4.1.11 - Permits (5/07)

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

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.

Sale Name: Smurf Hardwoods Sale Number: 45-013-07-01

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (6/04)

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

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

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

5.2.12 - Bark slippage restriction (3/07)

Within Payment Unit(s) 1-6, 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.

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

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

Sale Name: Smurf Hardwoods Sale Number: 45-013-07-01

5.2.39 - ORV trail protection (9/07)

Within the sale there are ORV trails and are shown on the Timber Sale Map. Do not cut trees or damage posts with orange or white ORV markers. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline. Do not run equipment down the ORV trail.

5.2.41 - Snowmobile trail protection (4/07)

Part of the haul road in Units 5 & 6 is a snowmobile trail and is shown on the Timber Sale Map. If the trail is used, it must be maintained throughout the sale and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (8/07)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is making them impossible to traverse with four wheel dive vehicles. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 8 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

5.8.5 - 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 snowmobile and orv trail prior to beginning operations. The trail must be posted to warn of logging activity and truck traffic at both ends of the trail. The purchaser must maintain the signs year round.

SAULT STE. MARIE MANAGEMENT UN SAULT STE. MARIE

ROCKY ROAD ASPEN (002-07-01)

T42N, R07E, SEC. 19, SWSE SEC 20 SESW. T42N, R07E, SEC. 29, NW1/4, SW1/4, SWNE, W1/2SE, SESE. T42N, R07E, SEC. 30, E1/2NE. T42N, R07E, SEC. 32, N1/2NE, E1/2NW, NESW, NWSE.

CHIPPEWA COUNTY

In response to the notice of sale to be held 10:00 a.m. on July 13, 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 PULPWOOD | APPRAISED PRICE | BID PRICE | ESTIMATED VOLUME* | = VALUE |
|------------------------|-------------------------------|------------|-------------------------------|--------------|
| W. SPRUCE MIX ASPEN | \$ 10.40/CORD \$ 9.90/CORD | \$x \$x | 916.00 CORDS 4381.00 CORDS | = \$ = \$ |
| | | | SUBTOTAL 1 \$ | |

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

| SPECIES | APPRAISED PRICE | ESTIMATED VOLUME* | VALUE | | |
|------------|--------------------|-------------------|---------------|--|--|
| SAWLOGS | • | | | | |
| P. BIRCH | \$ 90.00/MBF | 8.60 MBF | = \$ 774.00 | | |
| W. SPRUCE | \$ 28.00/MBF | 39.60 MBF | = \$ 1,108.80 | | |
| MIX ASPEN | \$ 33.00/MBF | 27.90 MBF | = \$ 920.70 | | |
| MIX HARDWD | \$ 88.00/MBF | 14.50 MBF | = \$ 1,276.00 | | |
| PULPWOOD | | | | | |
| P. BIRCH | \$ 4.40/CORD | 278.00 CORDS | = \$ 1,223.20 | | |
| B. POPLAR | \$ 2.90/CORD | 126.00 CORDS | = \$ 365.40 | | |
| BALSAM FIR | \$ 6.35/CORD | 214.00 CORDS | = \$ 1,358.90 | | |
| TAMARACK | \$ 7.80/CORD | 36.00 CORDS | = \$ 280.80 | | |
| MIX HARDWD | \$ 6.50/CORD | 466.00 CORDS | = \$ 3,029.00 | | |
| | | SUBTOTAL 2 | \$ 10,336.80 | | |
| | SUBTOTAL 1 + SUBTO | TAL 2 = TOTAL BID | VALUE \$ | | |

^{*}These volumes are statistically estimated within plus (+) or minus (-) 8.88%. 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 | |



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: | | | | |

| | | | 1 | | | | |
|------|--|-----------------------------------|--------------------------------|----------------------------------|--|--|--|
| | 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 DISAB | ILITY COMPEN | SATION ACT COMPL | IANCE | | | |
| • | 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 Edays of the contract award and prior to the issuance of the | Exclusion or Ce timber sale co | rtificate of Insurance ntract. | 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 check <u>one</u> of the boxes below): A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation | | | | | | |
| 2. | You must check one of the boxes below: A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. | | | | | | |
| 3. | . If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than yourself including family members and active partners (if none, you must enter "0"). | | | | | | |
| | Full Time Employees | | | Part Time Employees | | | |
| Nam | e of Business | Federal ID (or) | Social Security No. | | | | |
| Add | ress | Telephone No. | | | | | |
| City | State | | Zip + 4 | | | | |
| :OV6 | reby certify that the above information is true and correct. I agreerage during any of my present and future operations. | ee to notify the D | NR of any changes th | at occur in factors affecting my | | | |
| T | itle | Dat | te | | | | |

SAULT STE. MARIE MANAGEMENT UN SAULT STE. MARIE

SHEEP RANCH ASPEN TWO (008-09-01) T41N, R07E, SEC. 07, S1/2NW,N1/2SW,SESW,W1/2SE. CHIPPEWA COUNTY

In response to the notice of sale to be held 10:00 a.m. on July 13, 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 | API | PRAISED PRICE | BID | PRICE | ESTIMATED VOLUME | * = VALUE |
|--------------------|-----|---------------|-----|-------|------------------|-----------|
| MIX ASPEN PULPWOOD | \$ | 25.00/MBF | \$ | x | 43.90 MBF | = \$ |
| P. BIRCH | \$ | 6.57/CORD | \$ | x | 251.00 CORDS | = \$ |
| MIX ASPEN | \$ | 9.55/CORD | \$ | x | 697.00 CORDS | = \$ |
| | | | | | SUBTOTAL 1 \$_ | |
| | | | | | | |

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

| SPECIES | APPRAISED PRICE | ESTIMATED VOLUME* | VALUE |
|------------|-----------------|------------------------|---------------|
| SAWLOGS | | | |
| P. BIRCH | \$ 84.00/MBF | 11.10 MBF | = \$ 932.40 |
| W. SPRUCE | \$ 26.50/MBF | 1.30 MBF | = \$ 34.45 |
| PULPWOOD | | | |
| B. POPLAR | \$ 3.75/CORD | 42.00 CORDS | = \$ 157.50 |
| BALSAM FIR | \$ 7.15/CORD | 50.00 CORDS | = \$ 357.50 |
| W. SPRUCE | \$ 9.75/CORD | 33.00 CORDS | = \$ 321.75 |
| MIX HARDWD | \$ 5.20/CORD | 198.00 CORDS | = \$ 1,029.60 |
| | | SUBTOTAL 2 | \$ 2,833.20 |
| | SUBTOTAL 1 + | SUBTOTAL 2 = TOTAL BID | VALUE \$ |

^{*}These volumes are statistically estimated within plus (+) or minus (-) 12.16%. 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 | | | | |
| Year: | Type: | | | |
| Forest Area: | | | | |

| | of Act 451 of 1994, as amended. | | | Forest A | vrea: | | |
|------|---|------------|-------------------------------------|----------|---|--|--|
| | VERIFICATION OF WORKER'S | DISABIL | ITY COMPENS | ATION | 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 v | written s | ignatures. | | | | |
| Ple | Please Check Appropriate Categories: | | | | | | |
| 1. | . My business is organized as (you must check <u>one</u> of the boxes below): | | | | | | |
| | A. Sole Proprietorship (individual) | | | | | | |
| | B. Partnership | | | | | | |
| ! | C. Corporation | | | | | | |
| 2. | You must check <u>one</u> of the boxes below: | | | | | | |
| | A. I certify that my business is a sole proprietorsh Worker's Compensation Laws. | nip and it | 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 the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). | | | | | | |
| | C. I certify that my business has a Worker's Comp days of the contract award. | | | | | | |
| 3. | If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than yourself including family members and active partners (if none, you must enter "0"). | | | | | | |
| | Full Time Employees | | | | Part Time Employees | | |
| Mam | ne of Business | | r | | | | |
| Nan | le of Business | | Federal ID (or) Social Security No. | | | | |
| Addı | ress | | Telephone No. | | | | |
| City | To: | | () | | | | |
| | State | | | | Zip + 4 | | |
| | reby certify that the above information is true and correct. erage during any of my present and future operations. | l agree | to notify the DN | IR of an | ly changes that occur in factors affecting my | | |
| T | itle | | Date |) | | | |
| | | | | | | | |

SAULT STE. MARIE MANAGEMENT UN SAULT STE. MARIE

SMURF HARDWOODS (013-07-01)

T42N, R07E, SEC. 32, SW1/4.

T42N, R07E, SEC. 30, S1/2SW, SWSE, NENE. T42N, R07E, SEC. 29, SWNE, NW1/4. T42N, R07E, SEC. 31, NW1/4, NWNE.

CHIPPEWA COUNTY

In response to the notice of sale to be held 10:00 a.m. on July 13, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

| SPECIES | APPRAISED PRICE | BID PRICE | ESTIMATED VOLUME* | = VALUE |
|--------------------|-----------------|-----------|-------------------|---------|
| SAWLOGS | | | | • |
| SUG. MAPLE | \$ 355.00/MBF | \$X | 19.20 MBF | = \$ |
| MIX ASPEN PULPWOOD | \$ 42.00/MBF | \$X | 22.70 MBF | = \$ |
| MIX HARDWD | \$ 2.60/CORD | \$x | 514.00 CORDS | = \$ |
| | | | SUBTOTAL 1 \$ | |

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

| SPECIES | APPI | RAISED PRICE | ESTIMATED | VOLUME * | | v | ALUE |
|------------|------|--------------|-----------|-----------|---|----|--------|
| BAWLOGS | | | | | | | |
| WHITE ASH | \$ | 105.00/MBF | 1.40 | MBF | = | \$ | 147.00 |
| BEECH | \$ | 52.00/MBF | .20 | MBF | = | \$ | 10.40 |
| P. BIRCH | \$ | 105.00/MBF | 4.30 | MBF | = | \$ | 451.50 |
| W. SPRUCE | \$ | 33.00/MBF | .30 | MBF | = | \$ | 9.90 |
| N.W. CEDAR | \$ | 60.00/MBF | .30 | MBF | = | \$ | 18.00 |
| PULPWOOD | | | | | | | |
| P. BIRCH | \$ | 2.85/CORD | 3.00 | CORDS | = | \$ | 8.55 |
| N.W. CEDAR | \$ | 9.90/CORD | 1.00 | CORDS | = | \$ | 9.90 |
| MIX ASPEN | \$ | 4.65/CORD | 56.00 | CORDS | = | \$ | 260.40 |
| | | | s | UBTOTAL 2 | | \$ | 915.65 |

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

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

| (bidder's printed name) | (bidder's signature) |
|-------------------------|---------------------------------------|
| Address/Telephone | |
| THE WINNING BIDDER MUST | COMPLETE THE FORM ON THE REVERSE SIDE |



Address

City

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: | | |

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

State

Telephone No.

Zip + 4

Signature of Owner or Authorized Representative

Title Date