

DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

SALE TIME, DATE AND LOCATION
3:00 p.m. on June 16, 2010
GAYLORD

Notice is hereby given that bids will be received by the Unit Manager, GAYLORD MANAGEMENT UNIT, for certain timber on the following described lands. The Bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs, and sale contract terms of the proposed sale.

SWEET HARDWOODS / T32N, R04W, SEC. 10, E1/2SE.

T32N, R04W, SEC. 11, W1/2SW.

T32N, R04W, SEC. 14, W1/2NE, NENW, SWNW, SENW.

T32N, R04W, SEC. 24, E1/2SE.

CHARLEVOIX COUNTY (Appr. \$44,755.95)

SALE ACRES: 230

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity.

MEGALO HARDWOODS / T32N, R04W, SEC. 04, E1/2 & NW1/4, E1/2SW1/4, NWSW.

CHARLEVOIX COUNTY (Appr. \$36,347.95)

SALE ACRES: 295

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

JENKINS HARDWOOD / T32N, R04W, SEC. 09, S1/2NW, E1/2SW, W1/2SE.

CHARLEVOIX COUNTY (Appr. \$8,297.30)

SALE ACRES: 88

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

Please be aware that some landowners may request 60 days or more notice for forest harvesting access across their land.

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

- 1. <u>Bid Location</u>, <u>Date</u>, <u>and Time</u>: <u>Bids must be received by the Unit Manager</u>, <u>Gaylord Management Unit</u>, <u>1732 West M-32</u>, <u>Gaylord</u>, <u>Michigan 49735</u>, no later than 3:00 p.m., on June 16, 2010. For further information concerning this sale, contact the Unit Manager at 989-732-3541.
- 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 <u>not permitted</u> 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. <u>Submission of Sealed Bids</u>: 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. <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

SWEET HARDWOODS (001-10-01)

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		
SUG, MAPLE	66.00 MBF	\$ 306.00/MBF
PULPWOOD		
MIX HARDWD	841.00 CORDS	\$ 7.65/CORD

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

SPECIES	ESTIMATED VOLUME *	APPRAISED PRICE
SAWLOGS		
RED MAPLE	16.00 MBF	\$ 93.00/MBF
BASSWOOD	68.00 MBF	\$ 59.00/MBF
WHITE ASH	27.00 MBF	\$ 127.00/MBF
BEECH	28.00 MBF	\$ 39.00/MBF
MIX ASPEN	56.00 MBF	\$ 71.00/MBF
MIX SOFTWD	1.00 MBF	\$ 10.00/MBF
PULPWOOD		
BASSWOOD	209.00 CORDS	\$ 4.80/CORD
MIX ASPEN	170.00 CORDS	\$ 17.95/CORD
MIX SOFTWD	17.00 CORDS	\$ 3.80/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 23.26 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

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

PAYMENT UNIT	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE	
1				20%			
2				20%			
3				10%			
4				10%			
5				10%			
6				15%			
7				05%			
8				10%			

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on September 30, 2013.



Michigan Department of Natural Resources - Forest Management Division

Sale No. 52-001 TIMBER SALE MAP

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

Mapped By: Barta

Date: October 23, 2009

Scale: 1 inch = 1/4 mile

24 E1/2SE

Year

State Forest and Forest Management Unit: Mackinac State Forest, Gaylord South

Range 4W

Cruised By: All

11 W1/2SW,

14 W1/2NE, NENW, SWNW, SENW,

Density

Sale Type

Township 32N

A = Aspen B = Paper Birch

C = Cedar

E = Swamp Hdwoods F = Spruce Fir

J = Jack Pine L = Lowland Brush M = Mpl, Bch, Brch

H = Hemlock

Cover Type P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine

Section & Subdivision: 10 E1/2SE,

S = Black Spruce T = Tamarack

1 = Non Stocked V = Bog or Marsh

W = White Pine 2 = Seedling Sapling Poor 3 = Seedling Sapling Well X = Non Stocked Z = Water

4 = Pole Timber Poor 5 = Pole Timber Medium

7 = Saw Timber Poor 8 = Saw Timber Medium

9 = Saw Timber Well

N = Marsh U = Upland Brush 6 = Pole Timber Well O = OakG = Grass LEGEND Payment Unit = PU Red line = ~R~ STANDS 23, 25, 31, 33, 59, 60 & 79 Blue line = --- B-230 ACRES, 2009 YOE Map 1 of 2 3 acres of retention, 227 cut Yellow line= -Y-7humb Forest trail = County road = _ Gas well = * M9 M9 PV2 M9 7 V9 PVT St 60 PVT PV" PVT



A = Aspen

C = Cedar

B = Paper Birch

Michigan Department of Natural Resources - Forest Management Division

TIMBER SALE MAP

V = Bog or Marsh

Sale No. 52-001

Year 10

Sale Type

This information provided under authority of Part 525, Act 451 of 1994, as amended. State Forest and Forest Management Unit: Mackinac State Forest, Gaylord South

Mapped By: Barta Cruised By: All

October 23, 2009

Date:

Scale: 1 inch = 1/4 mile

Range 4W | Section & Subdivision: 10 E1/2SE, 14 W1/2NE, NENW, SWNW, SENW, 11 W1/2SW, 24 E1/2SE Township 32N Density

Cover Type

H = Hemiock J = Jack Pine

P = Lowland Poplar L = Lowland Brush R = Red Pine

Q = Mixed Swamp Cnfr W = White Pine X = Non Stocked S = Black Spruce .

1 = Non Stocked

2 = Seedling Sapling Poor 3 = Seedling Sapling Well

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

M = Mpl, Bch, Brch E = Swamp Hdwoods Z = Water 4 = Pole Timber Poor F = Spruce Fir N = Marsh T = Tamarack 5 = Pole Timber Medium G = Grass O = Oak U = Upland Brush 6 = Pole Timber Well LEGEND Payment Unit = PU Red line = STANDS 23, 25, 31, 33, 59, 60 & 79 230 ACRES, 2009 YOE Blue line = - B Map 2 of 2 3 acres of retention, 227 cut Yellow line= -Forest trail = County road = Gas well = * Road PV St 31 PU8 PUT

Sale Specific Conditions & Requirements

Sale Name: Sweet Hardwoods Sale Number: 52-001-10-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

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 trees marked with red, blue, or yellow paint unless they are also marked with orange.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 4, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except DO NOT CUT OAK OR ELM.

2.1.3 - Cut tree marked unit(s) (12/08)

Within Payment Unit(s) 1, 2, 3, 5, 6, 7 & 8, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.4 - Skidding length (2/09)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative. EXCEPTION: Tree length skidding is permitted in Payment Unit 4.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

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.

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. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

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

3.6 - Payment Unit Cutting Schedule

3.6.2 - One active unit (12/08)

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

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.6 - Road construction (1/09)

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. Contact the sale administrator for specific details of design and placement.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (9/09)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.2.2 - Snag tree creation (1) (2/04)

Trees marked with 2 horizontal lines must be girdled by making two saw cuts, 2 inches deep completely around the tree. The tree must be left standing.

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) except for Unit 4, unless approved by the sale administrator, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.2.3.9 - Beech hauling restriction (8/09)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech bark disease to the lower peninsula or upper peninsula from July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR Forest Health Website, www.michigan.gov/dnr.)

5.2.29 - Shrub protection (9/07)

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

5.2.30 - Landing/road top soil protection (1/09)

Top soil at landings and new roads must be stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed over the area to be re-vegetated.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

5.4.3 - Erosion control (12/08)

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

5.4.4 - Slope protection (2/04)

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

5.4.6 - Wet area protection (3/09)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Timber harvesting can occur in this area, but the canopy closure should not be reduced to less than 70%. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

5.8 - Protection of Endangered Species

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

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

5.8.5 - Protection of raptor nests (4/09)

To protect an active red shouldered hawk nest, no cutting, skidding, and hauling are permitted within Units 4 and 5 from March 1st to August 31. This specification may be disregarded if the nests are determined by the State to be inactive at the time of harvest. All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

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

7 - Other Conditions

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Page 5 of 5 Current as of 5/10/2010 9:39:08AM

MEGALO HARDWOODS (023-09-01)

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*	AP	PRAISED PRICE
SAWLOGS	,		
SUG. MAPLE	26.00 MBF	\$	253.00/MBF
BASSWOOD	81.00 MBF	\$	50.00/MBF
WHITE ASH	79.00 MBF	\$	110.00/MBF
PULPWOOD			
MIX HARDWD	1,137.00 CORDS	\$	5.95/CORD

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

SPECIES	ESTIMATED VOLUME*		PRAISED PRICE
SAWLOGS			
BEECH	29.00 MBF	\$	33.00/MBF
MIX ASPEN	53.00 MBF	\$	60.00/MBF
MIX HARDWD	25.00 MBF	\$	78.00/MBF
PULPWOOD			
BASSWOOD	474.00 CORDS	\$	5.75/CORD
MIX ASPEN	103.00 CORDS	\$	14.10/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 19.56 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,000.00, 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				10%		
	2				20%		
	3				20%		
	4				25%		
	5				25%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on September 30, 2013.



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

Sale No. 52-023

Year Sale Type 09 01

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

Mapped By: Barta

09/24/2009

Scale: 1 inch =

State Forest and Forest Management Unit:

Mackinac State Forest, Gaylord South

Cruised By: All

1/4 mile

Section & Subdivision: All of Section 4 except the SWSW. Range 4W Township 32N Cover Type

Density V = Bog or Marsh

1 = Non Stocked

7 = Saw Timber Poor 8 = Saw Timber Medium

B = Paper Birch C = Cedar E = Swamp Hdwoods

H = Hemlock J = Jack Pine L = Lowland Brush M = Mpl, Bch, Brch

Q = Mixed Swamp Cnfr R = Red Pine

W = White Pine X = Non Stocked Z = Water

2 = Seedling Sapling Poor 3 = Seedling Sapling Well 4 = Pole Timber Poor

9 = Saw Timber Well

F = Spruce Fir

A = Aspen

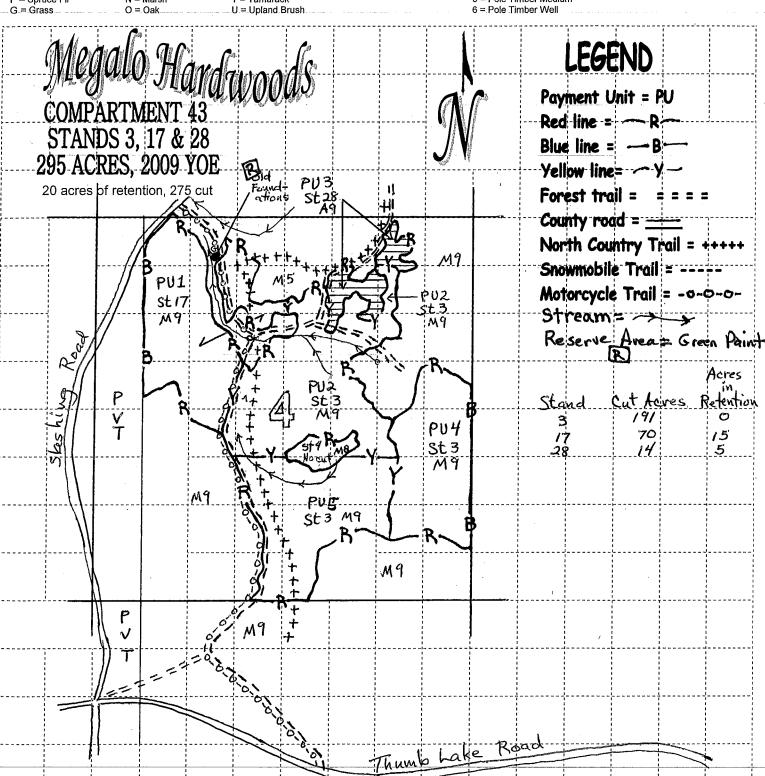
N = Marsh

S = Black Spruce

P = Lowland Poplar

5 = Pole Timber Medium

T = Tamarack



Sale Specific Conditions & Requirements

Sale Name: Megalo Hardwoods Sale Number: 52-023-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

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 trees marked with red, blue, or yellow paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 3, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except DO NOT CUT OAK OR ELM. Leave trees identified in accordance with 2.4.1 - Leave trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.3 - Cut tree marked unit(s) (12/08)

Within Payment Unit(s) 1, 2, 4 & 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.4 - Skidding length (2/09)

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

2.4 - Special Protection

2.4.3 - Reserve areas (1/09)

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

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

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.

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. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

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

3.6 - Payment Unit Cutting Schedule

3.6.2 - One active unit (12/08)

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

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.6 - Road construction (1/09)

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. Contact the sale administrator for specific details of design and placement.

4.4 - Access

4.4.1 - Private property access (12/08)

Permission for access across private land is the responsibility of the purchaser.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (9/09)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.2.2 - Snag tree creation (1) (2/04)

Trees marked with 2 horizontal lines must be girdled by making two saw cuts, 2 inches deep completely around the tree. The tree must be left standing.

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, 2, 4 & 5, unless approved by the sale administrator cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.2.3.9 - Beech hauling restriction (8/09)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech bark disease to the lower peninsula or upper peninsulafrom July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR Forest Health Website, www.michigan.gov/dnr.)

5.2.30 - Landing/road top soil protection (1/09)

Top soil at landings and new roads must be stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed over the area to be re-vegetated.

5.2.39 - ORV trail/route protection (1/09)

The MCCCT is a cycle trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange trail markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the cycle trail as the centerline.

5.2.40 - Pathway protection (6/09)

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

5.2.41 - Snowmobile trail protection (8/09)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. Payment units 1, 2, & 5 are affected by the snowmobile trail. Payment units 3 & 4 can be logged and trucking could be conducted on an alternative route north to Slashing Road to avoid the snowmobile trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. Any timber decked along the snowmobile trail will have to be removed by November 15th.

5.3 - Stream Protection

5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 50 feet of stream.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

5.7 - Protection of Historical Sites

5.7.1 - Historical sites (2/04)

The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are marked with a green boundary line. The Purchaser shall protect historical sites from damage by the Purchaser's operations. If Purchaser's operations have cut or damaged historical sites through carelessness, the Purchaser shall pay as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged.

5.8 - Protection of Endangered Species

Section Name: Sale Specific Page 4 of 5 Current as of 5/6/2010 4:11:51PM

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

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on snowmobile trail name prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.3 - Recreational trail posting (9/09)

The Purchaser is responsible for posting caution signs on MCCCT trail and the North Country Hiking 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. Signs must be removed when harvest operations are suspended or completed. The Purchaser must maintain the signs during the trail use season. The Purchaser will provide these signs.

7 - Other Conditions

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

JENKINS HARDWOOD (029-09-01)

A timber sale contract for this $\underline{\text{LUMP SUM SEALED}}$ timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
SUG, MAPLE	4.50 MBF	\$ 253.00/MBF
BASSWOOD	14.90 MBF	\$ 50.00/MBF
WHITE ASH	7.30 MBF	\$ 113.00/MBF
B.T. ASPEN	29.40 MBF	\$ 88.00/MBF
PULPWOOD		
B.T. ASPEN	40.00 CORDS	\$ 17.20/CORD

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

SPECIES	ESTIMATED V	OLUME*	API	PRAISED PRICE
SAWLOGS				
BEECH	5.90	MBF	\$	32.00/MBF
RED OAK	.40	MBF	\$	179.00/MBF
PULPWOOD				
SUG. MAPLE	151.00	CORDS	\$	4.10/CORD
RED MAPLE	8.00	CORDS	\$	8.60/CORD
BASSWOOD	121.00	CORDS	\$	7.00/CORD
WHITE ASH	32.00	CORDS	\$	7.20/CORD
BEECH	40.00	CORDS	\$	7.20/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 \$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 70%
2 30%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2013.

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

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

SALE NUMBER YEAR 52-029-09-01 09

FOREST MANAGEMENT UNIT COUNTY MAPPED BY COV DATE PAGE OF Gaylord Management Unit Charlevoix CRUISED BY Coy & Scheele 09/28/09 TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S)

SCALE 1:15,840 4W 32N 9- S1/2NW, E1/2SW, W1/2SE

Cover T
V:
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A = Aspen H = Hemlock B = Paper Birch J = Jack Pine L = Lowland Brush C = Cedar

E = Swamp Hdwoods M = Mpl, Bch, Brch F = Spruce Fir N = Marsh G = Grass

O = Oak

P = Lowland Poplar Q = Mixed Swamp Cnfr

R = Red Pine S = Black Spruce T = Tamarack U = Upland Brush

V = Bog or Marsh W = White Pine

X = Non Stocked Z = Water

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well

0 = Non Stocked 5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Medium

Density

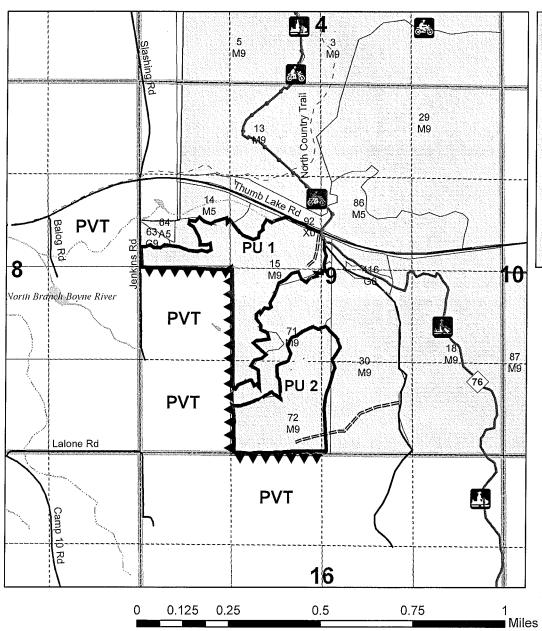
4 = Pole Timber Poor 9 = Saw Timber Well

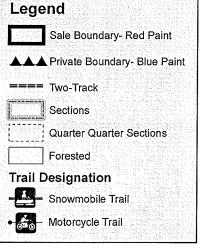
Jenkins Hardwood

PU# ACRES 50 38

Charlevoix County Compartment 43 88 Acres







Sale Specific Conditions & Requirements

Sale Name: Jenkins Hardwood Sale Number: 52-029-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

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

2 - Timber Specifications

2.1 - Included Timber

2.1.3 - Cut tree marked unit(s) (12/08)

Within Payment Unit(s) 1 & 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Cut all merchantable unmarked Aspen trees unless they are marked "SAVE" with orange paint above stump height.

2.2 - Utilization

2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Units 1 & 2. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

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.

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. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

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

Sale Name: Jenkins Hardwood Sale Number: 52-029-09-01

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

4.2 - Maintenance

4.2.5 - 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 (12/08)

Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

4.4.2 - Alternate route on private property (2/04)

It is the purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

5 - Operations

5.1 - Notification

Sale Name: Jenkins Hardwood Sale Number: 52-029-09-01

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 7 days in advance to schedule the conference.

5.2 - Conduct of Operations

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

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.3.9 - Beech hauling restriction (8/09)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech bark disease to or through uninfested beech areas the lower peninsula from July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR Forest Health Website, www.michigan.gov/dnr.)

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

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

5.2.41 - Snowmobile trail protection (8/09)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. The snowmobile trail may only be crossed at right angles and is not to be used for hauling. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 5 feet of the trail must have the stumps removed and be disposed of according to the direction of the Unit Manager or his/her representative.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

Section Name: Sale Specific Page 3 of 4 Current as of 5/6/2010 3:40:03PM

Sale Name: Jenkins Hardwood Sale Number: 52-029-09-01

5.4.2 - Skid trails (2/04)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on Thumb Lake and Jenkins roads prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail shown on the timber sale map prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

SWEET HARDWOODS (001-10-01)
T32N, R04W, SEC. 10, E1/2SE.
T32N, R04W, SEC. 11, W1/2SW.
T32N, R04W, SEC. 14, W1/2NE, NENW, SWNW, SENW.
T32N, R04W, SEC. 24, E1/2SE.
CHARLEVOIX COUNTY

In response to the notice of sale to be held 3:00 p.m. on June 16, 2010, 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	APPR	AISED PRICE	BID 1	PRICE	ESTIMATED	VOLUME*	= VALUE
SUG. MAPLE	\$ 3	06.00/MBF	\$	x	66.00 M	BF	= \$
PULPWOOD MIX HARDWD	\$	7.65/CORD	\$	x	841.00 C	ORDS	= \$
					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	\$	93.00/MBF	16.00	MBF	=	•
BASSWOOD	\$	59.00/MBF	68,00	MBF	=	\$ 4,012.00
WHITE ASH	\$	127.00/MBF	27.00	MBF	=	\$ 3,429.00
BEECH	\$	39.00/MBF	28.00	MBF	=	\$ 1,092.00
MIX ASPEN	\$	71.00/MBF	56.00	MBF	=	\$ 3,976.00
MIX SOFTWD	\$	10.00/MBF	1.00	MBF	=	\$ 10.00
PULPWOOD						
BASSWOOD	\$	4.80/CORD	209.00	CORDS	=	\$ 1,003.20
MIX ASPEN	\$	17.95/CORD	170.00	CORDS	=	\$ 3,051.50
MIX SOFTWD	\$	3.80/CORD	17.00	CORDS	=	\$ 64.60
			st	UBTOTAL 2		\$ 18,126.30

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

*These volumes are statistically estimated within plus (+) or minus (-) 23.26%. 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)			' -	(bid	der's	sig	natu	re)		
Address/Telepho	ne		_							
THE	WINNING	BIDDER	MUST	COMPLETI	E THE	E FORM	ON	THE	REVERSE	SIDE
		WI	THIN	21 DAYS	OF S	ALE AW	ARD			



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

As required by Act 317, P.A. 1969 (Wor of Act 451 of 1994,		Part 525 Fore	est Area:					
VERIFICATION C	OF WORKER'S DISABI	LITY COMPENSATI	TY COMPENSATION ACT COMPLIANCE					
This verification must be completed a sale contract.	and submitted within 2	21 days of contract	award and prior	to the issuance of the timber				
In addition, if boxes 2B or 2C are check days of the contract award and prior to				must be submitted within 21				
All Information must be typed or print	ed except for written	signatures.						
Please Check Appropriate Categories:								
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 so Worker's Compensation Laws. B. I certify that my business has so Notice of Exclusion (BWC-337, Faward. (For questions or a copy of C. I certify that my business has a days of the contract award. 3. If you have checked item 2(A) or 2(B),	 A. Sole Proprietorship (individual) B. Partnership C. Corporation 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. 							
Full Time	e Employees		F	Part Time Employees				
Name of Business		Federal ID (or) Social	Security No.					
·								
Address		Telephone No. ()						
City	State		Zip + 4					
hereby certify that the above information is true overage during any of my present and future of Signature of Owner or Authorized Represent	operations.	to notify the DNR of	any changes tha	it occur in factors affecting my				
Title .		Date						

MEGALO HARDWOODS (023-09-01) T32N, R04W, SEC. 04, E1/2 & NW1/4, E1/2SW1/4, NWSW. CHARLEVOIX COUNTY

In response to the notice of sale to be held 3:00 p.m. on June 16, 2010, 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
SUG. MAPLE	\$ 253.00/MBF	\$ X	26.00 MBF = \$
BASSWOOD	\$ 50.00/MBF	\$ X	81.00 MBF = \$
WHITE ASH	\$ 110.00/MBF	\$X	79.00 MBF = \$
PULPWOOD			
MIX HARDWD	\$ 5.95/CORD	\$X	1,137.00 CORDS = \$
			SUBTOTAL 1 \$

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

SPECIES SAWLOGS	APPRAISED PRICE	ESTIMATED VOLUME* VALUE
BEECH	\$ 33.00/MBF	29.00 MBF = \$ 957.00
MIX ASPEN	\$ 60.00/MBF	53.00 MBF = \$ 3.180.00
MIX HARDWD	\$ 78.00/MBF	25.00 MBF = \$ 1,950.00
PULPWOOD		
BASSWOOD	\$ 5.75/CORD	474.00 CORDS = \$2,725.50
MIX ASPEN	\$ 14.10/CORD	103.00 CORDS = $$1,452.30$
		SUBTOTAL 2 \$ 10,264.80
	SUBTOTAL 1 + S	SUBTOTAL 2 = TOTAL BID VALUE \$

*These volumes are statistically estimated within plus (+) or minus (-) 19.56%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

	COMPENSATION AC	COMPLIANCE						
	As required by Act 317, P.A. 1969 (Work of Act 451 of 1994, a		art 525	Forest Area:				
	VERIFICATION OF	WORKER'S DISABIL	ITY COMPENS	ATION ACT COMPLIANC	E			
•	This verification must be completed ar sale contract.	nd submitted within 2	1 days of contr	act award and prior to th	e issuance of the timber			
•	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 printe	d except for written s	ignatures.					
Ple	ase Check Appropriate Categories:							
1.	My business is organized as (you must c A. ☐ Sole Proprietorship (individual) B. ☐ Partnership	heck <u>one</u> of the boxes	below):					
	C. Corporation							
2.	You must check <u>one</u> of the boxes below:							
	A. I certify that my business is a so Worker's Compensation Laws.	le proprietorship and i	t has no employ	rees but the sole proprieto	r. I am not subject to the			
	B. I certify that my business has sa Notice of Exclusion (BWC-337, Faward. (For questions or a copy of C. I certify that my business has a Value of the contract award.	Rev. 5/96). I will provi of the BWC-337, please	de a copy of the e call the Worke	e Notice of Exclusion with r's Compensation Bureau	in 21 days of the contract at 517-322-1195).			
3.	If you have checked item 2(A) or 2(B), including family members and active parts	you must indicate the ners (if none, you must	number of bot enter "0").	h full and part time empl	oyees other than yourself			
	Full Time	e Employees		Part	Time Employees			
Nan	ne of Business		Federal ID (or) S	Social Security No.				
Add	ress		Telephone No.					
City		State	•	Zip + 4				
l he	reby certify that the above information is treerage during any of my present and future	ue and correct. I agree operations.	e to notify the DN	NR of any changes that oc	our in factors affecting my			
-	Signature of Owner or Authorized Represer	ntative	and the second s					
-	- Title		 Date	9				

JENKINS HARDWOOD (029-09-01) T32N, R04W, SEC. 09, S1/2NW, E1/2SW, W1/2SE. CHARLEVOIX COUNTY

In response to the notice of sale to be held 3:00 p.m. on June 16, 2010, 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
	4 050 00 000		4 50 100	•
SUG. MAPLE	\$ 253.00/MBF	\$x	4.50 MBF	= \$
BASSWOOD	\$ 50.00/MBF	\$X	14.90 MBF	= \$
WHITE ASH	\$ 113.00/MBF	\$ <u> </u>	7,30 MBF	= \$
B.T. ASPEN	\$ 88.00/MBF	\$X	29.40 MBF	= \$
PULPWOOD				
B.T. ASPEN	\$ 17.20/CORD	\$X	40.00 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							
BEECH	\$	32.00/MBF	5.90	MBF	= \$	188.80	
RED OAK	\$	179.00/MBF	.40	MBF	= \$	71.60	
PULPWOOD							
SUG. MAPLE	\$	4.10/CORD	151.00	CORDS	= \$	619.10	
RED MAPLE	\$	8.60/CORD	8.00	CORDS	= \$	68.80	
BASSWOOD	\$	7.00/CORD	121.00	CORDS	= \$	847.00	
WHITE ASH	\$	7.20/CORD	32.00	CORDS	= \$	230.40	
BEECH	\$	7.20/CORD	40.00	CORDS	= \$	288.00	
			su	JBTOTAL 2	\$_	2,313.70	
	S	UBTOTAL 1 +	SUBTOTAL 2 = I	TOTAL BID	VALUE	\$	

*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.

ON THE REVERSE	SIDE
	M ON THE REVERSE WARD



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 (Worl of Act 451 of 1994,		art 525	Forest Area:					
	VERIFICATION O	F 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 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.	A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject Worker's Compensation Laws.								
	 B.								
3.	If you have checked item 2(A) or 2(B), including family members and active part			th full and part time employees other than yourself					
	Full Tim	e Employees		Part Time Employees					
Nan	ne of Business		Federal ID (or) S	Social Security No.					
Address			Telephone No.						
City		State		Zip + 4					
	reby certify that the above information is t erage during any of my present and future		to notify the DN	NR of any changes that occur in factors affecting my					
- 5	Signature of Owner or Authorized Represe	ntative							
	Titlo		Date	Δ					