

### DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT STATE OF MICHIGAN

#### TIMBER SALE PROSPECTUS

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

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SPARROW PINE / T24N, R09W, SEC. 15, NENW.
WEXFORD COUNTY (Appr. \$6,764.00)
SALE ACRES: 29

WHITLOCK ASPEN / T23N, R08W, SEC. 29, SWNW.

T23N, R08W, SEC. 30, SE1/4.

T23N, R08W, SEC. 31, NW1/4.

T22N, R08W, SEC. 06, NW1/4.

MISSAUKEE COUNTY (Appr. \$40,938.30)

SALE ACRES: 119

RED VALLEY PINE / T24N, R07W, SEC. 03, W1/2NE.
T24N, R07W, SEC. 03, NWSW.
MISSAUKEE COUNTY (Appr. \$7,046.50)
SALE ACRES: 35

WILLOW BOWL ASPEN / T24N, R09W, SEC. 06, SESE.
WEXFORD COUNTY (Appr. \$3,422.00)
SALE ACRES: 31

SALE DATE AND TIME: 3:00 p.m. on May 3, 2010.

**MANTON** 

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

- 1. <u>Bid Location</u>, <u>Date</u>, and <u>Time</u>: Bids must be received by the Unit Manager, Cadillac Management Unit, <u>Manton Field Office</u>, 521 N. Michigan, Manton, MI 49663, no later than 3:00 p.m. on May 3, 2010. For further information concerning this sale, contact the Unit Manager at 231-824-3591.
- 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. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
- 7. <u>Down Payment:</u> The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. <u>Performance Security:</u> 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 <a href="https://www.michigan.gov/dnr">www.michigan.gov/dnr</a>. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

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

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

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

REBECCA A. HUMPHRIES Director

#### SPARROW PINE (044-09-01)

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  |                   |     |               |   |
| RED PINE | 65.90 MBF         | \$  | 40.00/MBF     |   |
| PULPWOOD |                   |     |               |   |
| RED PINE | 272.00 CORDS      | \$  | 15.00/CORD    | ٠ |

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

| SPECIES   | ESTIMATED VOLUME* | APPI | RAISED PRICE |
|-----------|-------------------|------|--------------|
| PULPWOOD  |                   |      |              |
| RED MAPLE | 4.00 CORDS        | \$   | 8.00/CORD    |
| Q. ASPEN  | 2.00 CORDS        | \$   | 6.00/CORD    |
| JACK PINE | 4.00 CORDS        | \$   | 1.00/CORD    |

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 23.92 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 \$338.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2010.

F = Spruce Fir

G = Grass

N = Marsh

O = Oak

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

T = Tamarack

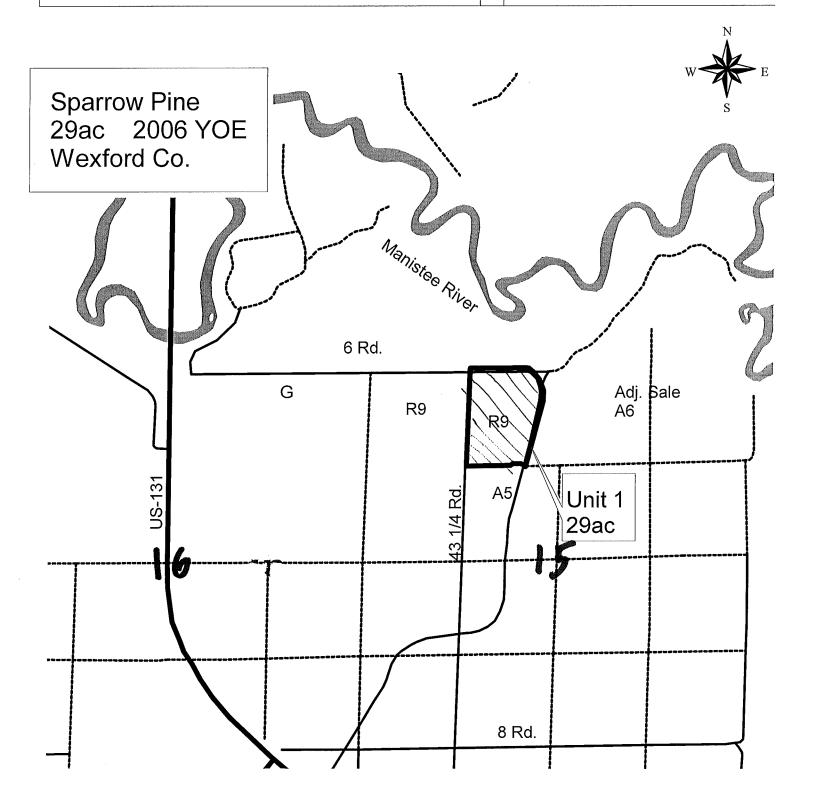
U = Upland Brush

SALE NUMBER YEAR 2006 63-044-09-01 DATE PAGE

9 = Saw Timber Well

4 = Pole Timber Poor

This information is provided by authority of Part 525 of Act 451, PA 1994, as amended. MAPPED BY Jim Malloy FOREST MANAGEMENT UNIT COUNTY 07/14/2009 Cadillac FMU Wexford CRUISED BY Jim Malloy 1 SECTION(S) AND SUBDIVISION(S) TOWNSHIP RANGE 0.5 Miles 0.25 09 W Section 15 NENW 24 N Density Cover Type H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium A = Aspen W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr 2 = Seedling Sapling Medium 7 = Saw Timber Poor R = Red Pine X = Non Stocked C = CedarL = Lowland Brush E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium



#### Sale Specific Conditions & Requirements

Sale Name: Sparrow Pine Sale Number: 63-044-09-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.7 - Leave tree marked unit(s) (12/08)

Within Payment Unit(s) 1, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except trees marked with green paint above and below stump height and oak.

#### 2.1.15 - Hazard trees near county roads (4/05)

Cut and remove all standing dead trees within 100 feet of the cleared portion of designated county roads. These cut snags may be utilized or must be scattered back into the sale area.

#### 2.2 - Utilization

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

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - 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.

#### 4 - Transportation

#### 4.1 - Construction

#### 4,1,12 - No new roads (12/08)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

Sale Name: Sparrow Pine Sale Number: 63-044-09-01

#### 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 3 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

5.2.1.8 - Slash height (12/08)

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

#### 5.2.3 - Operating Restrictions

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

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (1/09)

The purchaser is responsible for posting and maintaining caution signs on 43 1/4 Rd. 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

Section Name: Sale Specific

7.5 - Loss

#### Sale Name: Sparrow Pine Sale Number: 63-044-09-01

7.5.1 - Deteriorating timber (7/04)

The sale area has received damage from prescribed fire. The purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

#### WHITLOCK ASPEN (048-09-01)

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* | APPRAISED PRICE |
|------------|-------------------|-----------------|
| SAWLOGS    |                   |                 |
| RED OAK    | 39.80 MBF         | \$ 120.00/MBF   |
| B.T. ASPEN | 91.90 MBF         | \$ 40.00/MBF    |
| PULPWOOD   |                   |                 |
| RED MAPLE  | 556.30 CORDS      | \$ 10.00/CORD   |
| B.T. ASPEN | 1,537.80 CORDS    | \$ 12.00/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  | 37.80 MBF         | \$ 62.00/MBF    |
| WHITE PINE | 23.60 MBF         | \$ 31.00/MBF    |
| RED PINE   | 19.30 MBF         | \$ 100.00/MBF   |
| PULPWOOD   |                   |                 |
| BEECH      | 36.90 CORDS       | \$ 5.20/CORD    |
| RED OAK    | 145.00 CORDS      | \$ 6.40/CORD    |
| P. BIRCH   | 53.60 CORDS       | \$ 6.00/CORD    |
| BALSAM FIR | 42.20 CORDS       | \$ 5.80/CORD    |
| WHITE PINE | 124.50 CORDS      | \$ 4.75/CORD    |
| RED PINE   | 35.70 CORDS       | \$ 32.05/CORD   |
| BLK CHERRY | 12.20 CORDS       | \$ 3.50/CORD    |

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 7.21 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 \$2,045.00, 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 | TINU | NUMBER | PERCENT | OF | TOTAL | SALE | VALUE |
|---------|------|--------|---------|----|-------|------|-------|
|         | 1    |        |         |    | 10%   |      |       |
|         | 2    |        |         |    | 55%   |      |       |
|         | 3    |        |         |    | 25%   |      |       |
|         | 4    |        |         |    | 10%   |      |       |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2010.

SALE NUMBER YEAR Michigan Department of Natural Resources - Forest, Mineral & Fire Management TIMBER SALE MAP 2009 63-048-09-01 This information is provided by authority of Part 525 of Act 451, PA 1994, as amended. DATE PAGE OF MAPPED BY Steve Eisele FOREST MANAGEMENT UNIT COUNTY 08/24/2009 Cadillac FMU Missaukee 2 CRUISED BY Steve Eisele SECTION(S) AND SUBDIVISION(S) TOWNSHIP RANGE 1:15,840 23N **08W** Sect 29,30,31 Density Cover Type V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium P = Lowland Poplar H = HemlockA = Aspen 6 = Pole Timber Well W = White Pine 1 = Seedling Sapling Poor Q = Mixed Swamp Cnfr B = Paper Birch J = Jack Pine 2 = Seedling Sapling Medium X = Non Stocked 7 = Saw Timber Poor R = Red Pine C = CedarL = Lowland Brush 3 = Seedling Sapling Well 8 = Saw Timber Medium E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water4 = Pole Timber Poor 9 = Saw Timber Well T = Tamarack F = Spruce Fir N = Marsh U = Upland Brush O = OakG = Grass MQ6 A9 MD6 N Ast sale area, MD5 Α9 J6 80 А3 М6 Ο8 11 ac MD9 A3 06 MD5 Whitlock Lake H6 М6 Clear Lake unit 2 Text 61 ac MD6 A6 A6 Ο9 unit 3 Lake 29 ac A6 Α6 C6 Q5 Ο9 A6 E9 Α6 MC6 UM6 A6 Q9 Sheriden Lake 07 <sub>R6</sub> 09 07 MD9 MD9 A6 A6 Q6 Whitlock Aspen MD9 R6 MD9 119 ac Missaukee County MD9 MD4 MC6 A6 County Road Timber sale boundary FOREST TWO TRACK 0.5 0.25 Miles

| Michigan Department of Natural Reso   | urces – Forest, Mineral & Fire Manageme<br>SALE MAP |  | YEAR   |
|---|---|--|--|
| This information is provided by authority of FOREST MANAGEMENT UNIT COUNTY  |   |  | 2009   |
| Cadillac FMU Missaukee  | CRUISED BY Steve Eisele                             | 08/24/2009   | PAGE OF 2  |
| TOWNSHIP RANGE SECTION(S) AND SUBDIVI- 23N 08W Sect 29  |   | 1:15,8   | 40   |
| Cover Type  |   | Density  |  |
| A = AspenH = HemlockP = Lowland RB = Paper BirchJ = Jack PineQ = Mixed SwC = CedarL = Lowland BrushR = Red PineE = Swamp HdwoodsM = Mpl, Bch, BrchS = Black SprF = Spruce FirN = MarshT = TamarackG = GrassO = OakU = Upland Br   | ramp Cnfr W = White Pine                            | edling Sapling Poor $6 = Po$<br>edling Sapling Medium $7 = Sa$<br>edling Sapling Well $8 = Sa$ | ole Timber Medium<br>ole Timber Well<br>ow Timber Poor<br>ow Timber Medium<br>ow Timber Well |
| 6 A2 25   | A6 30 A6  | - A  | ilock Lake   |
| 09 09   | unit 3<br>29 ac                                     | MC9 3  | Viale  |
| A6 Q5   | A6 C6 C6  |  |  |
|   | E9 A6   | MC6  |  |
| 7 <sub>R6</sub> 97 R6 07 A6   | Text 31 Sheriden                                    | UM6  | 32   |
| A6 Q6   | A6 UM6 MD9  | MD9<br>MD6   |  |
| MD4.  | A6 MC6  | D9 <sup>-3</sup>   |  |
| A9  | unit 4<br>18 ac                                     | R6<br>O9<br>R6   |  |
| S A J J A R J J A R J J A R J J A R J J A R J J A R J J A R J J A R J J A R J J A R J J A R J J A R J J A R J J A R J J A R J J A R J J A R J J A R J A R J J A R J | MD6 A3 (6)  | 09   | 5  |
| O8 O8   | MD9 MC6   | Missaukee C  | ounty  |
|   | O6 A6 O8  | County R  Timber sa  | load<br>ale boundary   |
| 0.5 0.25 Miles  |   | FOREST   | TWO TRACK  |

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#### Sale Specific Conditions & Requirements

Sale Name: Whitlock Aspen Sale Number: 63-048-09-01

#### 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 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

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

Within Payment Unit(s) 2 and 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 oak, cedar, and hemlock.

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

Within Payment Unit(s) 1, all oak trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Cut all other trees that are 2 inches or more except cedar and hemlock.

#### 2.1.7 - Leave tree marked unit(s) (10/09)

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 trees marked with green paint above and below stump height.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 2 and 3may 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: Whitlock Aspen Sale Number: 63-048-09-01

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

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

#### 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

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

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

#### 4.2 - Maintenance

#### 4.2.4 - Grading (12/08)

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

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

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

#### 5 - Operations

#### 5.1 - Notification

#### Sale Name: Whitlock Aspen Sale Number: 63-048-09-01

#### 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 3 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

#### 5.2.1.8 - Slash height (12/08)

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

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2, 3 and 4, unless changed by written agreement, cutting and skidding, are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.2.3.11 - Coppice regeneration protection (12/08)

Timber harvest on any Payment Unit must be completed within twelve months of beginning operations on that unit in order to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.29 - Shrub protection (9/07)

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

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

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

#### 5.4 - Soil Protection

Sale Name: Whitlock Aspen Sale Number: 63-048-09-01

#### 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. Caution, there are some low wet areas within sale

#### 5.4.4 - Slope protection (2/04)

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (1/09)

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

#### RED VALLEY PINE (064-09-01)

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* | APPRAISED PRIC | E |
|------------|-------------------|----------------|---|
| SAWLOGS    |                   |                | _ |
| RED OAK    | 9.50 MBF          | \$ 185.00/MBF  |   |
| RED PINE   | 11.20 MBF         | \$ 105.00/MBF  |   |
| PULPWOOD   |                   |                |   |
| RED PINE   | 24.00 CORDS       | \$ 38.00/CORD  |   |
| MIX ASPEN  | 100.00 CORDS      | \$ 15.00/CORD  |   |
| MIX HARDWD | 150.00 CORDS      | \$ 8.00/CORD   |   |

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

| <u>s</u> 1 | PECIES | ESTIMATED V | VOLUME * | APPF | RAISED PRICE |
|------------|--------|-------------|----------|------|--------------|
| SAWLOGS    |        |             |          |      |              |
| WHITE      | PINE   | 11.30       | MBF      | \$   | 20.00/MBF    |
| PULPWOOD   |        |             |          |      |              |
| WHITE      | PINE   | 55.00       | CORDS    | \$   | 5.00/CORD    |

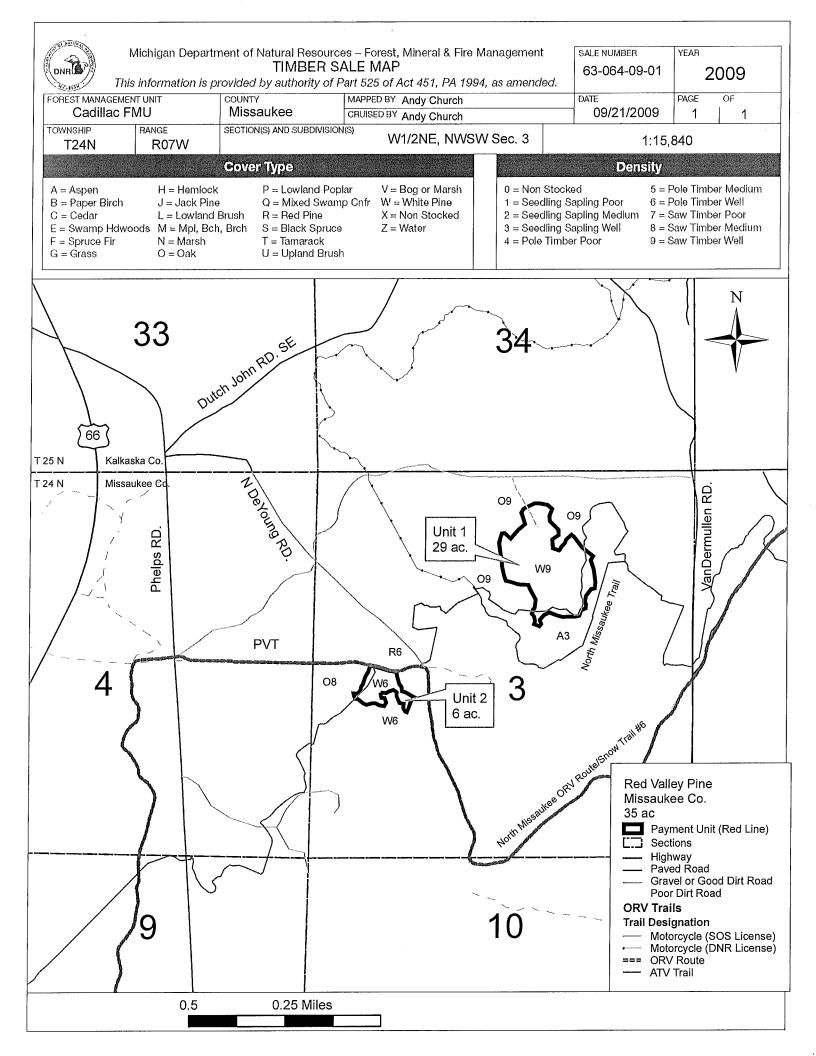
<sup>\*</sup>These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### 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    |        |         |    | 90%   |      |       |
|         | 2    |        |         |    | 10%   |      |       |

- 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, 2010.



#### Sale Specific Conditions & Requirements

Sale Name: Red Valley Pine Sale Number: 63-064-09-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with ORANGE paint above and below stump height, regardless of merchantability. In addition, CUT ALL MAPLE and ASPEN.

#### 2.1.7 - Leave tree marked unit(s) (12/08)

Within Payment Unit(s) 2, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting EXCEPT PINE and trees marked with GREEN paint above and below stump height.

#### 2.1.11 - Description of timber note (2/04)

Note that Mixed Aspen includes Big Toothed, and Quaking. Also, the Mixed Hardwood volume by species is estimated below:

#### MIXED HARDWOOD

Sugar Maple 2 cds

Red Maple 69 cds

Basswood 10 cds

White Ash 3 cds

Beech 30 cds

Red Oak 36cds

#### 4 - Transportation

#### 4.1 - Construction

#### Sale Name: Red Valley Pine Sale Number: 63-064-09-01

#### 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 double earthen berms at strategic locations. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.4 - Grading (12/08)

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

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (12/08)

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

#### Sale Name: Red Valley Pine Sale Number: 63-064-09-01

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.

#### **5.2.3 - Operating Restrictions**

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

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

#### 5.2.3.9 - 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 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.

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

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

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

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

#### 5.2.41 - Snowmobile trail protection (8/09)

Trail #6 is a snowmobile trail and 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 road maintenance/restoration must be done prior to December 1. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31.

#### 5.4 - Soil Protection

#### Sale Name: Red Valley Pine Sale Number: 63-064-09-01

#### 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.

#### 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 Trail #6 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted 200 feet 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 the North Missaukee ORV Route and North Missaukee Motorcycle Trail prior to beginning operations. The trail must be posted 200 feet from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser must maintain the signs year round. The Purchaser will provide these signs.

#### WILLOW BOWL ASPEN (069-09-01)

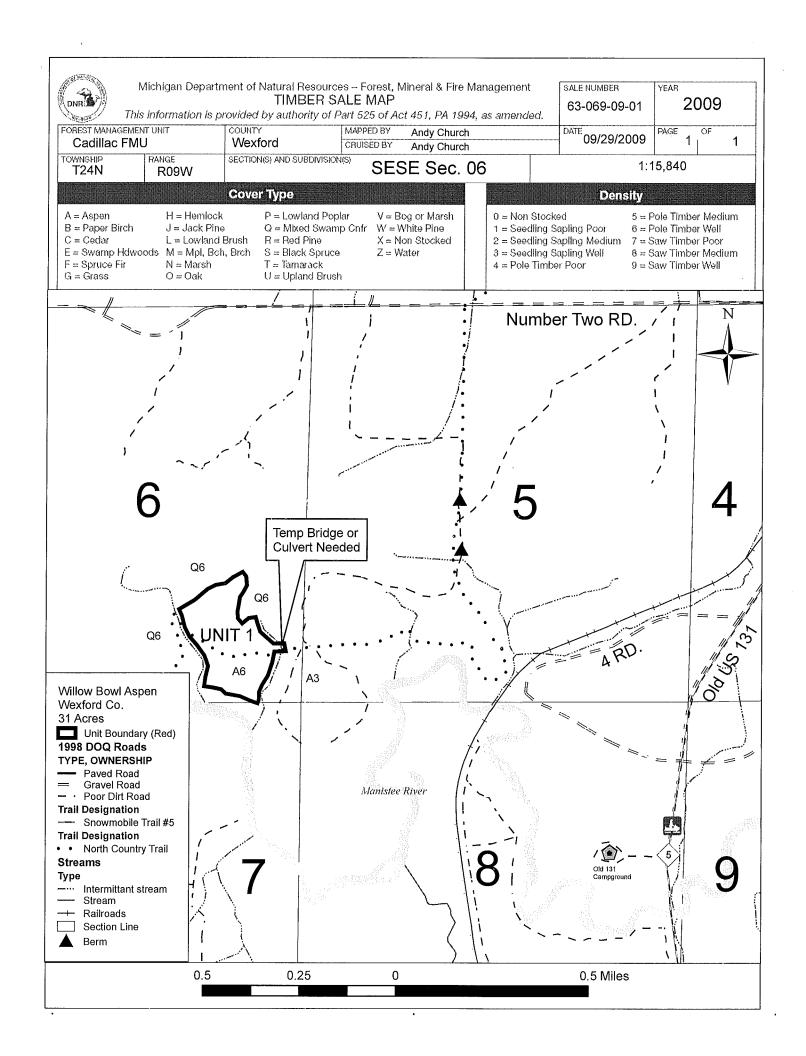
A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

| SPECIES           | ESTIMATED VOLUME* | APPF | RAISED PRICE |
|-------------------|-------------------|------|--------------|
| PULPWOOD          |                   |      |              |
| RED MAPLE         | 201.00 CORDS      | \$   | 6.00/CORD    |
| MIX ASPEN         | 226.00 CORDS      | \$   | 8.00/CORD    |
| OTHER COMMERCL SP | 136.00 CORDS      | \$   | 3.00/CORD    |

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 15.83 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 \$175.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2010.



#### Sale Specific Conditions & Requirements

Sale Name: Willow Bowl Aspen Sale Number: 63-069-09-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 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 CEDAR, HEMLOCK, and OAK. IN ADDITION, LEAVE ALL CONIFERS within 10 feet either side of the NORTH COUNTRY HIKING TRAIL.

#### 2.1.11 - Description of timber note (2/04)

Note that MIXED ASPEN includes quaking, big tooth, and bam. Also, OTHER COMMERCIAL SPECIES volumes be species is estimated below:

#### OTHER COMMERCIAL SPECIES

Basswood 2 cds

Paper Birch 8 cds

Balsam Fir 36 cds

White Pine 82 cds

Black Ash 8 cds

#### 2.2 - Utilization

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

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

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.1 - Stream crossings, general (2/04)

All stream crossing structures will be temporary and therefore, shall be provided by the purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR.

#### Sale Name: Willow Bowl Aspen Sale Number: 63-069-09-01

#### 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. Also, slash shall be 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. Existing BERMS will also need to be RECONSTRUCTED after completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

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

#### 4.2.4 - Grading (12/08)

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

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (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 10 days in advance to schedule the conference.

#### Sale Name: Willow Bowl Aspen Sale Number: 63-069-09-01

#### 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 ORANGE paint line.

#### 5.2.1.8 - Slash height (12/08)

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to FROZEN WINTER CONDITIONS. This restriction is due to the risk of rutting.

#### 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.

#### 5.2.32 - Decking/landing restoration (2/04)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to insure the proper regeneration of the stand.

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

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

#### 5.2.40 - 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 trail 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 trail. Skidding across the trail may only occur in locations approved by the sale administrator.

#### 5.4 - Soil Protection

#### Sale Name: Willow Bowl Aspen Sale Number: 63-069-09-01

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.

#### 7 - Other Conditions

#### 7.2 - Extensions

7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

Section Name: Sale Specific Page 4 of 4 Current as of 3/24/2010 2:43:37PM

#### SPARROW PINE (044-09-01) T24N, R09W, SEC. 15, NENW. WEXFORD COUNTY

In response to the notice of sale to be held 3:00 p.m. on May 3, 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<br>SAWLOGS  | APPE  | RAISED PRICE                                   | BID PRICE  | ESTIMATED V                                 | VOLUME* = VALUE   |
|---|---|--|--|---|---|
| RED PINE  | \$  | 40.00/MBF                                      | \$ x   | 65.90 MBI                                   | F = \$  |
| PULPWOOD  |   | ,,   | ·-   | 03.30 113.                                  | - Y   |
| RED PINE  | \$  | 15.00/CORD                                     | \$X  | 272.00 CO                                   | RDS = \$  |
|   |   |  |  | SUBTOTAL 1                                  | \$  |
| In addition, the appraised price:   | successful b                                | idder agrees                                   | to purchase the  | following sp                                | pecies at the   |
| SPECIES   | APPRAI                                      | SED PRICE                                      | ESTIMATED  | VOLUME*                                     | VALUE   |
| PULPWOOD  |   |  |  |   | <del></del>   |
| RED MAPLE   | \$  | 8.00/CORD                                      | 4.00   | CORDS =                                     | \$ 32.00  |
| Q. ASPEN  | \$  | 6.00/CORD                                      | 2.00   | CORDS =                                     | \$ 12.00  |
| JACK PINE   | \$  | 1.00/CORD                                      | 4.00   | CORDS =                                     | \$ 4.00   |
|   |   |  | st   | JBTOTAL 2                                   | \$48.00   |
|   | SUB   | TOTAL 1 + S                                    | SUBTOTAL 2 = 1   | OTAL BID VAL                                | UE \$   |
| *These volumes are<br>estimated volumes<br>to examine this ti                               | are final a                                 | nd not subjec                                  | ct to adjustment.  | Prospectiv                                  | e bidders are urged   |
| I understand that will be the basis must be bid or the awarding a contractontract based upo | to determing<br>bid form ma<br>t will be ba | e total bid v<br>ay be rejecte<br>ased upon my | value. All bids<br>ed. I also unders<br>past performance | must be sign<br>tand that co<br>and ability | dual unit bid price<br>ed and all bid items<br>nsideration and<br>to complete the |
| (bidder'  | s printed na                                | ame)   | (bidder's si   | gnature)                                    | <del></del>   |
|   |   |  |  |   |   |
| Address/Telepho   | ne  |  |  |   |   |

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



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

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

| FOR DEPARTMENT USE ONLY |       |  |  |  |
|-------------------------|-------|--|--|--|
| Sale or Permit No       |       |  |  |  |
| Year:                   | Type: |  |  |  |
| Forest Area:            | 1     |  |  |  |

|        |  |   |  | 1  |   |
|--------|--|---|--|--|---|
|        | As required by Act 317, P.A. 1969 (Work<br>of Act 451 of 1994, a   |   | Part 525   | Forest Area:   |   |
|        | VERIFICATION OF  | F WORKER'S DISABIL  | LITY COMPENS   | SATION ACT COMPLIANC   | E   |
| •      | This verification must be completed an 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 chec<br>days of the contract award and prior to   |   |  |  | st be submitted within 21   |
| •      | All Information must be typed or printe  | ∍d except for written s   | ignatures.   |  |   |
| Ple    | ease Check Appropriate Categories:   |   |  |  |   |
| 1.     | My business is organized as (you <b>must</b> control A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation   | heck <u>one</u> of the boxes  | below):  |  |   |
| 2.     | You must check one of the boxes below:  A.   | ole proprietorship and it<br>atisfied its obligation to<br>Rev. 5/96). I will provic<br>of the BWC-337, please<br>Worker's Compensation<br>you <b>must</b> indicate the | the Worker's (de a copy of the call the Worker n Policy. I will personance of the control of the | Compensation Act through Be Notice of Exclusion withing Compensation Bureau a Corovide an original Certification | h the use of an approved<br>in 21 days of the contract<br>at 517-322-1195).<br>ate of Insurance within 21 |
|        | Full Time  | e Employees   |  | Part 1   | Time Employees  |
| Van    | ne of Business   |   | Federal ID (or) S  | Social Security No.  |   |
| Addı   | Iress  |   | Telephone No.  |  |   |
| City   |  | State   |  | Zip + 4  |   |
| -<br>S | ereby certify that the above information is truerage during any of my present and future | operations.   |  |  | cur in factors affecting my   |
| Т      | Γitle  |   | Date   | <del>)</del>   |   |

WHITLOCK ASPEN (048-09-01)
T23N, R08W, SEC. 29, SWNW.
T23N, R08W, SEC. 30, SE1/4.
T23N, R08W, SEC. 31, NW1/4.
T22N, R08W, SEC. 06, NW1/4.
MISSAUKEE COUNTY

In response to the notice of sale to be held 3:00 p.m. on May 3, 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    | APPRAISED PRICE | BID PRICE | ESTIMATED VOLUME* | = VALUE |
|------------|-----------------|-----------|-------------------|---------|
| SAWLOGS    |                 |           |                   |         |
| RED OAK    | \$ 120.00/MBF   | \$ X      | 39.80 MBF         | = \$    |
| B.T. ASPEN | \$ 40.00/MBF    | \$x       | 91.90 MBF         | = \$    |
| PULPWOOD   |                 |           |                   | -       |
| RED MAPLE  | \$ 10.00/CORD   | \$ X      | 556.30 CORDS      | = \$    |
| B.T. ASPEN | \$ 12.00/CORD   | \$x       | 1,537.80 CORDS    | = \$    |
|            |                 |           | SUBTOTAL 1 \$     |         |

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

| SPECIES<br>SAWLOGS | APPRAISED PRICE | ESTIMATED VOLUME*    | VALUE             |
|--------------------|-----------------|----------------------|-------------------|
| RED MAPLE          | \$ 62.00/MBF    | 27 00 100            | <b>A</b> 0.040.60 |
|                    | •               | 37.80 MBF            | = \$ 2,343.60     |
| WHITE PINE         | \$ 31.00/MBF    | 23.60 MBF            | = \$ 731.60       |
| RED PINE           | \$ 100.00/MBF   | 19.30 MBF            | = \$ 1,930.00     |
| PULPWOOD           |                 |                      | ,                 |
| BEECH              | \$ 5.20/CORD    | 36.90 CORDS          | = \$ 191.88       |
| RED OAK            | \$ 6.40/CORD    | 145.00 CORDS         | = \$ 928.00       |
| P. BIRCH           | \$ 6.00/CORD    | 53.60 CORDS          | = \$ 321.60       |
| BALSAM FIR         | \$ 5.80/CORD    | 42.20 CORDS          | = \$ 244.76       |
| WHITE PINE         | \$ 4.75/CORD    | 124.50 CORDS         | = \$ 591.38       |
| RED PINE           | \$ 32.05/CORD   | 35.70 CORDS          | = \$ 1,144.19     |
| BLK CHERRY         | \$ 3.50/CORD    | 12.20 CORDS          | = \$ 42.70        |
|                    |                 | SUBTOTAL 2           | \$8,469.71        |
|                    | SUBTOTAL 1 + SU | BTOTAL 2 = TOTAL BID | VALUE \$          |

\*These volumes are statistically estimated within plus (+) or minus (-) 7.21%. 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 C | COMPLETE THE FORM ON THE REVERSE SIDE |
| WITHIN 2                  | 1 DAYS OF SALE AWARD                  |



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

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

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

| FOR               | EPARTMENT USE ONLY |  |
|-------------------|--------------------|--|
|                   | LPANIMENT USE ONLY |  |
| Sale or Permit No |                    |  |
| Year:             | Туре:              |  |
| Forest Area:      |                    |  |

| of Act 451 of 1994  | t, as amended.   | Trant 020   | Forest Area.  |  |  |  |  |  |
|---|--|---|---|--|--|--|--|--|
| VERIFICATION  | OF WORKER'S DISA   | BILITY COMPENS  | ATION ACT COMPLIANCE  |  |  |  |  |  |
| <ul> <li>This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber<br/>sale contract.</li> </ul> |  |   |   |  |  |  |  |  |
| In addition, if boxes 2B or 2C are che<br>days of the contract award and prior  | 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 prin   | ted except for writter   | signatures.   |   |  |  |  |  |  |
| Please Check Appropriate Categories:  |  |   |   |  |  |  |  |  |
| Worker's Compensation Laws.  B.  I certify that my business has   | v:<br>sole proprietorship and<br>satisfied its obligation  | it has no employe   | ees but the sole proprietor. I am not subject to the Compensation Act through the use of an approved Notice of Exclusion within 21 days of the contract |  |  |  |  |  |
| award. (For questions or a copy C.  I certify that my business has a days of the contract award.  | of the BWC-337, pleas<br>Worker's Compensati<br>you must indicate th   | se call the Worker<br>on Policy. I will p<br>e number of <b>bot</b> h | 's Compensation Bureau at 517-322-1195). rovide an original Certificate of Insurance within 21  full and part time employees other than yourself        |  |  |  |  |  |
| Full Tim  | e Employees  |   | Part Time Employees   |  |  |  |  |  |
| lame of Business  |  | Federal ID (or) So  | ocial Security No.  |  |  |  |  |  |
| ddress  |  | Telephone No.   |   |  |  |  |  |  |
| lity  | State  |   | Zip + 4   |  |  |  |  |  |
| hereby certify that the above information is to<br>overage during any of my present and future<br>Signature of Owner or Authorized Represer                       | operations.  | e to notify the DNF   | R of any changes that occur in factors affecting my   |  |  |  |  |  |
| Title   |  | Date  |   |  |  |  |  |  |

# RED VALLEY PINE (064-09-01) T24N, R07W, SEC. 03, W1/2NE. T24N, R07W, SEC. 03, NWSW. MISSAUKEE COUNTY

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

| APPRAISED PRICE | BID PRICE  | ESTIMATED VOLUME* = VALUE  |
|-----------------|--|--|
|                 |  |  |
| \$ 185.00/MBF   | \$ X   | 9.50  MBF = \$   |
| \$ 105.00/MBF   | \$ X   | 11.20 MBF = \$   |
|                 |  | 4  |
| \$ 38.00/CORD   | \$ X   | 24.00  CORDS = \$  |
| \$ 15.00/CORD   | \$ X   | 100.00 CORDS = \$  |
| \$ 8.00/CORD    | \$ X   | 150.00 CORDS = \$  |
|                 |  |  |
|                 |  | SUBTOTAL 1 \$  |
|                 | \$ 185.00/MBF<br>\$ 105.00/MBF<br>\$ 38.00/CORD<br>\$ 15.00/CORD | \$ 185.00/MBF \$ X<br>\$ 105.00/MBF \$ X<br>\$ 38.00/CORD \$ X<br>\$ 15.00/CORD \$ X |

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

| SPECIES<br>SAWLOGS     | APPRAISED PRICE   | ESTIMATED VOLUME*  | VALUE       |
|------------------------|-------------------|--------------------|-------------|
| WHITE PINE             | \$ 20.00/MBF      | 11.30 MBF          | = \$ 226.00 |
| PULPWOOD<br>WHITE PINE | \$ 5.00/CORD      | 55.00 CORDS        | = \$ 275.00 |
|                        |                   | SUBTOTAL 2         | \$ 501.00   |
|                        | SUBTOTAL 1 + SUBT | OTAL 2 = TOTAL BID | VALUE \$    |

<sup>\*</sup>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 p       | orinted 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**

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

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

| of Act 451 of 1994, e  |  | 111 020  | rolest Alea.                               |            |  |  |  |  |
|--|--|--|--|------------|--|--|--|--|
| VERIFICATION OF  | F WORKER'S DISABILI  | ITY COMPENS  | SATION ACT COMPLIANCE                      |            |  |  |  |  |
| This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.  |  |  |  |            |  |  |  |  |
| In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.           |  |  |  |            |  |  |  |  |
| All Information must be typed or printed except for written signatures.  |  |  |  |            |  |  |  |  |
| Please Check Appropriate Categories:   |  |  |  |            |  |  |  |  |
| <ul> <li>My business is organized as (you must check <u>one</u> of the boxes below):</li> <li>A.  Sole Proprietorship (individual)</li> <li>B.  Partnership</li> <li>C.  Corporation</li> </ul>                          |  |  |  |            |  |  |  |  |
| Worker's Compensation Laws.  B.  I certify that my business has sa Notice of Exclusion (BWC-337, R award. (For questions or a copy o   | atisfied its obligation to<br>lev. 5/96). I will provide<br>of the BWC-337, please | it has no employees but the sole proprietor. I am not subject to the to the Worker's Compensation Act through the use of an approved ride a copy of the Notice of Exclusion within 21 days of the contract se call the Worker's Compensation Bureau at 517-322-1195). on Policy. I will provide an original Certificate of Insurance within 21 |  |            |  |  |  |  |
| . If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> 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 Employee                         | :S         |  |  |  |  |
| lame of Business   |  | Federal ID (or) Social Security No.  |  |            |  |  |  |  |
| ddress   |  | Telephone No.  | •  |            |  |  |  |  |
| ity  | State  |  | Zip + 4                                    |            |  |  |  |  |
| hereby certify that the above information is truoverage during any of my present and future of Signature of Owner or Authorized Represen   | operations.  | to notify the DN   | IR of any changes that occur in factors af | fecting my |  |  |  |  |
| Title  |  | Date   | )  |            |  |  |  |  |

## WILLOW BOWL ASPEN (069-09-01) T24N, R09W, SEC. 06, SESE. WEXFORD COUNTY

In response to the notice of sale to be held 3:00 p.m. on May 3, 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   | APPRAIS                            | ED PRICE                                    | BID PRICE                                   |                           | ESTIMATI                         | ED VOLUME*             | = '         | VALUE                 |
|---|------------------------------------|---|---|---------------------------|----------------------------------|------------------------|-------------|-----------------------|
| PULPWOOD  | <u> </u>                           |   |   | •                         |                                  |                        |             |                       |
| RED MAPLE   | \$ 6.                              | 00/CORD                                     | \$  | x                         | 201.00                           | CORDS                  | = ;         | \$                    |
| MIX ASPEN   | \$ 8.                              | 00/CORD                                     | \$  | x                         | 226.00                           | CORDS                  | = :         | \$                    |
| OTHER COMMERCL SP   | \$ 3.                              | 00/CORD                                     | \$  | _x                        | 136.00                           | CORDS                  | = :         | \$                    |
|   |                                    |   |   | T                         | OTAL BII                         | VALUE \$_              |             |                       |
| *These volumes are stati<br>estimated volumes are fi<br>to examine this timber a  | nal and i                          | not subject                                 | to adjustme                                 | ent.                      | Prospec                          | ctive bidd             | ers         |                       |
| I understand that any or will be the basis to det must be bid or the bid fawarding a contract will contract based upon equi | ermine to<br>orm may b<br>be based | otal bid vai<br>pe rejected<br>d upon my pa | lue, All bi<br>. I also und<br>ast performa | ds mu<br>lersta<br>ince a | ust be s<br>and that<br>and abil | signed and<br>consider | all<br>atio | l bid items<br>on and |
| (bidder's prin  | ted name)                          |   | (bidder's                                   | sign                      | nature)                          |                        |             |                       |
| 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 DEPARTMENT USE ONLY |       |  |  |  |
|-------------------------|-------|--|--|--|
| Sale or Permit No       |       |  |  |  |
| Year:                   | Type: |  |  |  |
| Forest Area:            |       |  |  |  |

|      | As required by Act 317, P.A. 1969 (Worker's Compensation) and Poor of Act 451 of 1994, as amended.   | art 525           | Forest Area:               |                            |  |  |  |  |
|------|--|-------------------|----------------------------|----------------------------|--|--|--|--|
|      | VERIFICATION OF WORKER'S DISABIL   | ITY COMPENS       | ATION ACT COMPLIANC        | E                          |  |  |  |  |
| •    | 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 s  | ignatures.        |                            |                            |  |  |  |  |
| Ple  | Please Check Appropriate Categories:   |                   |                            |                            |  |  |  |  |
| 1.   | My business is organized as (you must check <u>one</u> of the boxes to A.  Sole Proprietorship (individual)  B.  Partnership  C.  Corporation  | pelow):           |                            |                            |  |  |  |  |
| 2.   | <ul> <li>You must check one of the boxes below:</li> <li>A.</li></ul>  |                   |                            |                            |  |  |  |  |
| 3.   | If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full and part time employees other than yourself including family members and active partners (if none, you must enter "0"). |                   |                            |                            |  |  |  |  |
|      | Full Time Employees  |                   | Part T                     | ime Employees              |  |  |  |  |
| lan  | ne of Business   | Federal ID (or) S | ocial Security No.         |                            |  |  |  |  |
| Add  | ress   | Telephone No.     |                            |                            |  |  |  |  |
| City | State  | , ,               | Zip + 4                    |                            |  |  |  |  |
| :ov  | reby certify that the above information is true and correct. I agree erage during any of my present and future operations.  Signature of Owner or Authorized Representative  | to notify the DN  | IR of any changes that occ | ur in factors affecting my |  |  |  |  |
| Т    | itle   | Date              | •                          |                            |  |  |  |  |