



DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

MUSHROOM OAK / T22N, R01W, SEC. 24, SESW.

T22N, R01W, SEC. 25, NENW.

ROSCOMMON COUNTY (Appr. \$8,656.90)

SALE ACRES: 29

COTTAGE OAK / T24N, R03W, SEC. 30, NW, SWNE.

ROSCOMMON COUNTY (Appr. \$39,047.50)

SALE ACRES: 97

C166 OAK-ASPEN / T21N, R03W, SEC. 23, NWNE, SENE, NW1/4, N1/2SE, NESW.

ROSCOMMON COUNTY (Appr. \$43,357.80)

SALE ACRES: 114

LONG WAY ASPEN / T21N, R04W, SEC. 09, SWNW, SENW, NENW, SWNE, SENE, NWSE.

ROSCOMMON COUNTY (Appr. \$21,386.90)

SALE ACRES: 47

CLOSE, YET FAR / T23N, R02W, SEC. 09, W1/2NE, E1/2NW.

T23N, R02W, SEC. 16, W1/2NW.

T23N, R02W, SEC. 17, E1/2NE, NESE.

ROSCOMMON COUNTY (Appr. \$6,883.75)

SALE ACRES: 38

-----

SALE DATE AND TIME: 11:00 a.m. on April 13, 2010.

**ROSCOMMON**



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

1. Bid Location, Date, and Time: Bids must be received by the Unit Manager, Roscommon Management Unit, Box 218, 8717 North Roscommon Road, Roscommon, MI 48653, no later than 11:00 a.m. on April 13, 2010. For further information concerning this sale, contact the Unit Manager at 989-275-4622.
2. Bidder's Qualifications: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
3. Preparation of Sealed Bids: Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
5. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
7. Down Payment: The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
8. Performance Security: As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
9. Timber Sale Contract: Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at [www.michigan.gov/dnr](http://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

MUSHROOM OAK (001-09-01)

A timber sale contract for this 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:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS        |                          |                        |
| RED OAK        | 28.20 MBF                | \$ 197.00/MBF          |
| PULPWOOD       |                          |                        |
| RED OAK        | 252.00 CORDS             | \$ 5.95/CORD           |
| B.T. ASPEN     | 76.00 CORDS              | \$ 19.15/CORD          |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| PULPWOOD       |                          |                        |
| RED MAPLE      | 18.00 CORDS              | \$ 8.15/CORD           |

\*The volumes are statistically estimated within plus (+) or minus (-) 21.51 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 \$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:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 1                          | 45%                                |
| 2                          | 40%                                |
| 3                          | 15%                                |
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, 2012.



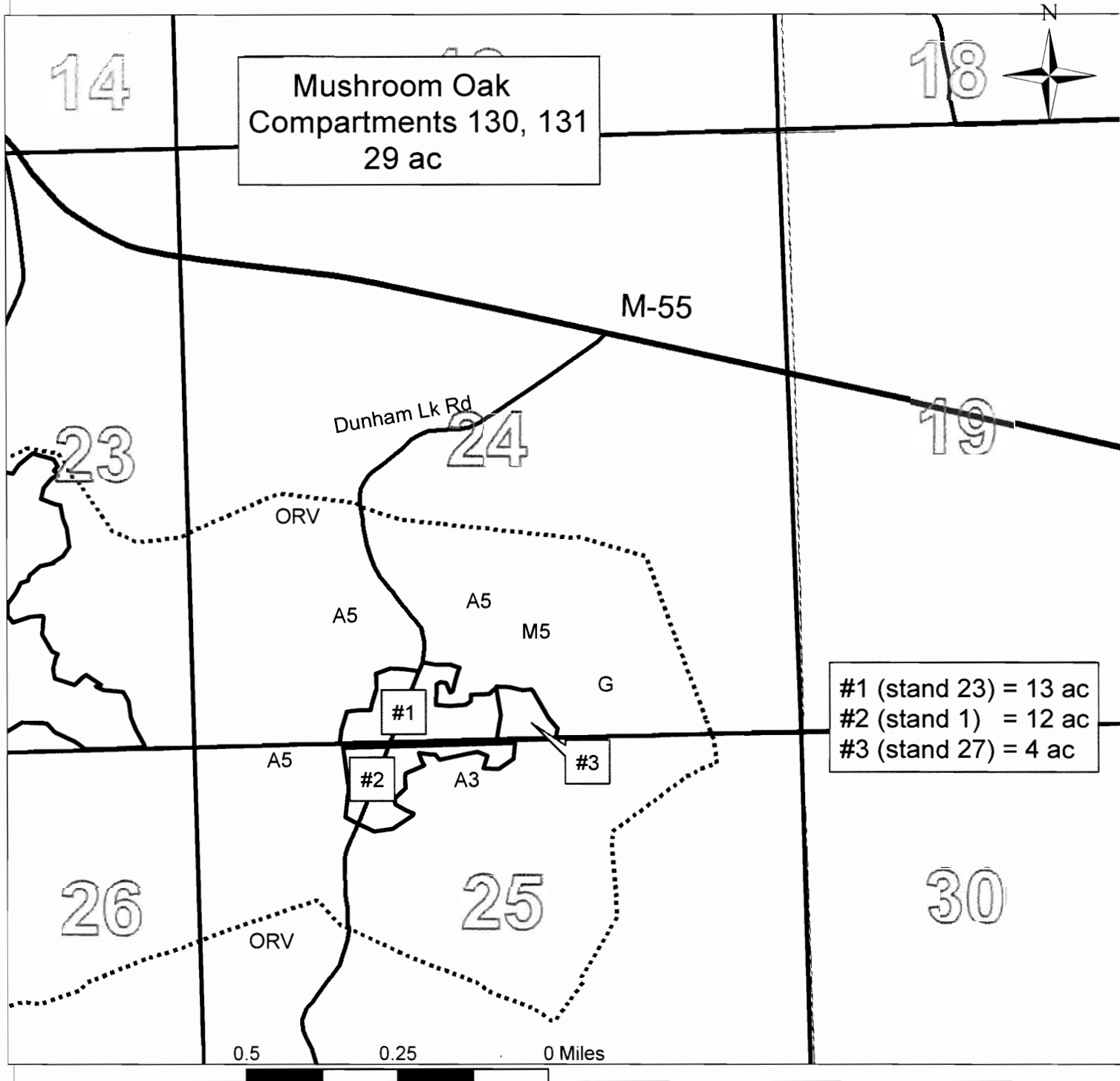
### TIMBER SALE MAP

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

|             |      |
|-------------|------|
| SALE NUMBER | YEAR |
| 001         | 2009 |

|                        |           |                               |            |      |    |
|------------------------|-----------|-------------------------------|------------|------|----|
| FOREST MANAGEMENT UNIT | COUNTY    | MAPPED BY                     | DATE       | PAGE | OF |
| Roscommon              | Roscommon | Jason Hartman                 | 10/30/2008 | 1    | 1  |
| TOWNSHIP               | RANGE     | SECTION(S) AND SUBDIVISION(S) |            |      |    |
| T22N                   | R1W       | sesw of 24, neww of 25        | 1:14,915   |      |    |

| Cover Type        |                    |                      |                  | Density                     |                        |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| A = Aspen         | H = Hemlock        | P = Lowland Poplar   | V = Bog or Marsh | 0 = Non Stocked             | 5 = Pole Timber Medium |
| B = Paper Birch   | J = Jack Pine      | Q = Mixed Swamp Cnfr | W = White Pine   | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| C = Cedar         | L = Lowland Brush  | R = Red Pine         | X = Non Stocked  | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | S = Black Spruce     | Z = Water        | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| F = Spruce Fir    | N = Marsh          | T = Tamarack         |                  | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |
| G = Grass         | O = Oak            | U = Upland Brush     |                  |                             |                        |



#1 (stand 23) = 13 ac  
 #2 (stand 1) = 12 ac  
 #3 (stand 27) = 4 ac

## Sale Specific Conditions & Requirements

**Sale Name: Mushroom Oak    Sale Number: 71-001-09-01**

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

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.1 - Clearcut unit(s) with unmerchantable trees (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 trees marked with GREEN paint.

##### 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.

#### 2.2 - Utilization

##### 2.2.4 - Skidding length (2/09)

Skidding of unlimbed tops or lengths over 17 feet is not permissible in units #1 and #2 unless approved by the Unit Manager or his/her representative.

### 3 - Payments

#### 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.

### 4 - Transportation

**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 within 30 days of completion of hauling. In general, this will require placing stumps and brush throughout the length of the trail. These roads must be rendered impassable to cars and trucks.

**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 road maintenance and landing and road locations.

**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.

**5.2.2 - 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, 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.



**5.2.4 - Dead and Down Creation**

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

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

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

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

**5.4 - 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. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or 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.



COTTAGE OAK (002-09-01)

A timber sale contract for this 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:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS        |                          |                        |
| RED OAK        | 126.00 MBF               | \$ 273.00/MBF          |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| PULPWOOD       |                          |                        |
| RED MAPLE      | 143.00 CORDS             | \$ 8.40/CORD           |
| RED OAK        | 530.00 CORDS             | \$ 4.75/CORD           |
| WHITE OAK      | 74.00 CORDS              | \$ 5.75/CORD           |
| B.T. ASPEN     | 31.00 CORDS              | \$ 16.30/CORD          |

\*The volumes are statistically estimated within plus (+) or minus (-) 11.23 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:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 1                          | 15%                                |
| 2                          | 25%                                |
| 3                          | 35%                                |
| 4                          | 25%                                |

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, 2012.



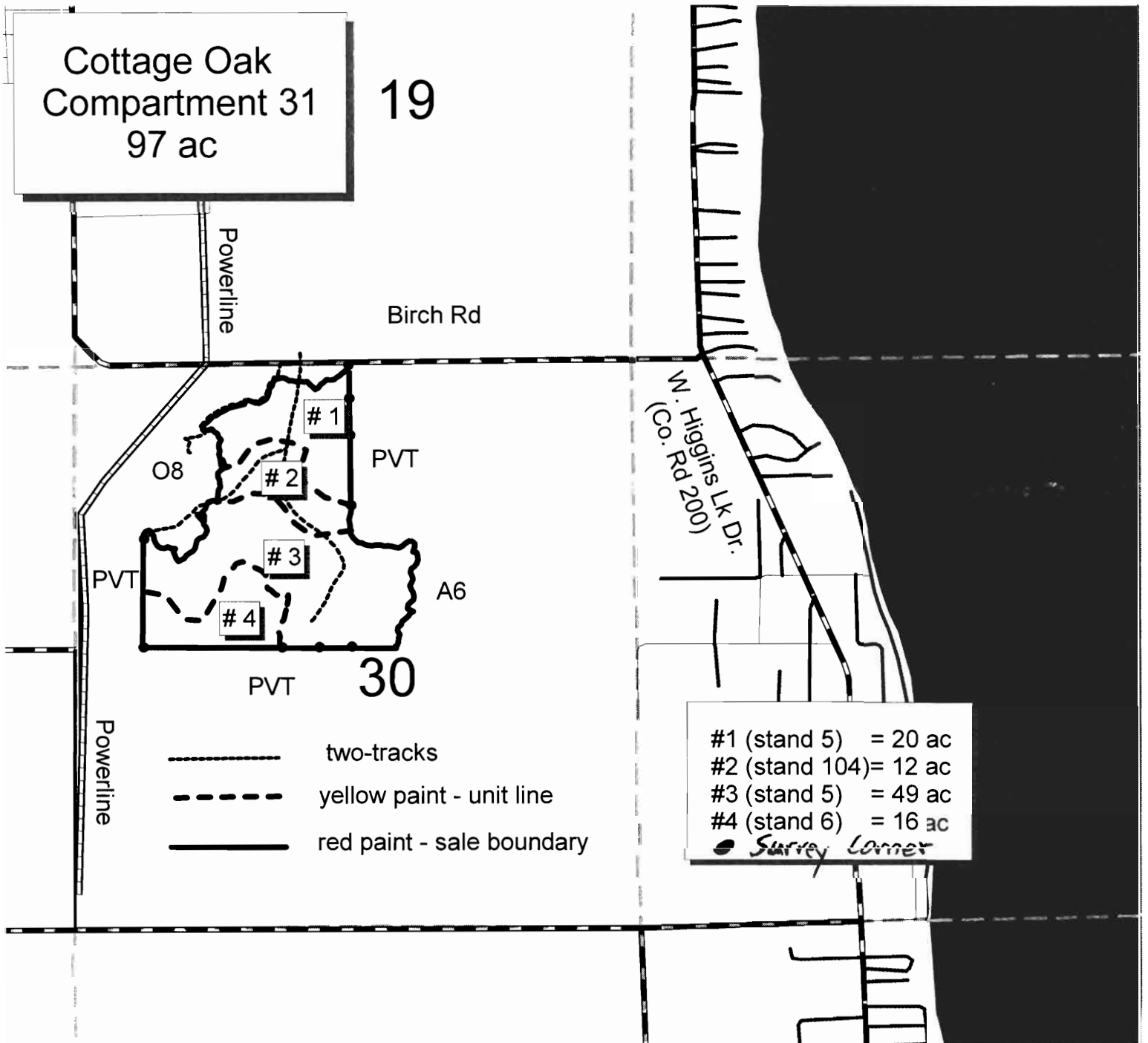
Michigan Department of Natural Resources – Forest, Mineral & Fire Management  
**TIMBER SALE MAP**

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

|             |      |
|-------------|------|
| SALE NUMBER | YEAR |
| 02          | 2009 |

|  |                            |  |                        |                  |                |
|--|----------------------------|--|------------------------|------------------|----------------|
| FOREST MANAGEMENT UNIT<br><b>Roscommon</b> | COUNTY<br><b>Roscommon</b> | MAPPED BY<br><b>Hartman</b>  | DATE<br><b>9-22-09</b> | PAGE<br><b>1</b> | OF<br><b>1</b> |
| TOWNSHIP<br><b>24N</b>                     | RANGE<br><b>3W</b>         | SECTION(S) AND SUBDIVISION(S)<br><b>Sec. 30 neww, swnw, senw, swne</b> |                        |                  |                |

| Cover Type        |                    |                      |                  | Density                     |                        |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| A = Aspen         | H = Hemlock        | P = Lowland Poplar   | V = Bog or Marsh | 0 = Non Stocked             | 5 = Pole Timber Medium |
| B = Paper Birch   | J = Jack Pine      | Q = Mixed Swamp Cntr | W = White Pine   | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| C = Cedar         | L = Lowland Brush  | R = Red Pine         | X = Non Stocked  | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | S = Black Spruce     | Z = Water        | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| F = Spruce Fir    | N = Marsh          | T = Tamarack         |                  | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |
| G = Grass         | O = Oak            | U = Upland Brush     |                  |                             |                        |



## Sale Specific Conditions & Requirements

**Sale Name: Cottage Oak    Sale Number: 71-002-09-01**

### 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 painted boundary line trees. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) #2, #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 for red pine, white pine, and trees marked with GREEN paint.

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

Within Payment Unit(s) #1, and #3, all trees are designated for cutting when marked with ORANGE paint above and below stump height, regardless of merchantability. Aspen and red maple are NOT spec cut. Only cut aspen and red maple that are marked with ORANGE paint.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

##### 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.

### 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. In addition, extreme care should be taken to avoid damage to seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

Within the sale area, if more than 20% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$200 per acre for all acreage within that specified portion of the sale area that was damaged. No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

## **4 - Transportation**

### **4.1 - Construction**

#### 4.1.6 - 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 within 30 days of completion of hauling. 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. Stumps and brush must be placed along the remainder of the trail.

### **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.

## **5 - Operations**

### **5.1 - Notification**

**Sale Name: Cottage Oak    Sale Number: 71-002-09-01**

**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.

**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.

**5.2.1.13 - Dispose of slash as directed (12/05)**

Slash is to be disposed of as directed by the administering Forester.

**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) 1-4, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of October 1- April 15. This restriction is due to visual considerations.

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

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

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

Timber harvest on any Payment Unit must be completed within 3 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.

**5.2.4 - Dead and Down Creation**

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

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

**Sale Name: Cottage Oak    Sale Number: 71-002-09-01**

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.

5.4.2 - Skid trails (2/04)

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

5.4.4 - 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.



C166 OAK-ASPEN (003-09-01)

A timber sale contract for this 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:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS        |                          |                        |
| RED MAPLE      | 54.40 MBF                | \$ 135.00/MBF          |
| RED OAK        | 47.70 MBF                | \$ 211.00/MBF          |
| MIXED OAK      | 40.60 MBF                | \$ 99.00/MBF           |
| PULPWOOD       |                          |                        |
| RED MAPLE      | 480.00 CORDS             | \$ 7.95/CORD           |
| Q. ASPEN       | 583.00 CORDS             | \$ 12.85/CORD          |
| B.T. ASPEN     | 253.00 CORDS             | \$ 20.45/CORD          |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS        |                          |                        |
| Q. ASPEN       | 24.70 MBF                | \$ 40.00/MBF           |
| B.T. ASPEN     | 38.40 MBF                | \$ 62.00/MBF           |
| PULPWOOD       |                          |                        |
| MIXED OAK      | 229.00 CORDS             | \$ 8.45/CORD           |
| MIX SOFTWD     | 27.00 CORDS              | \$ 5.35/CORD           |

\*The volumes are statistically estimated within plus (+) or minus (-)9.46 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 \$2,200.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 1                          | 17%                                |
| 2                          | 17%                                |
| 3                          | 21%                                |
| 4                          | 08%                                |
| 5                          | 22%                                |
| 6                          | 13%                                |
| 7                          | 02%                                |

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, 2012.



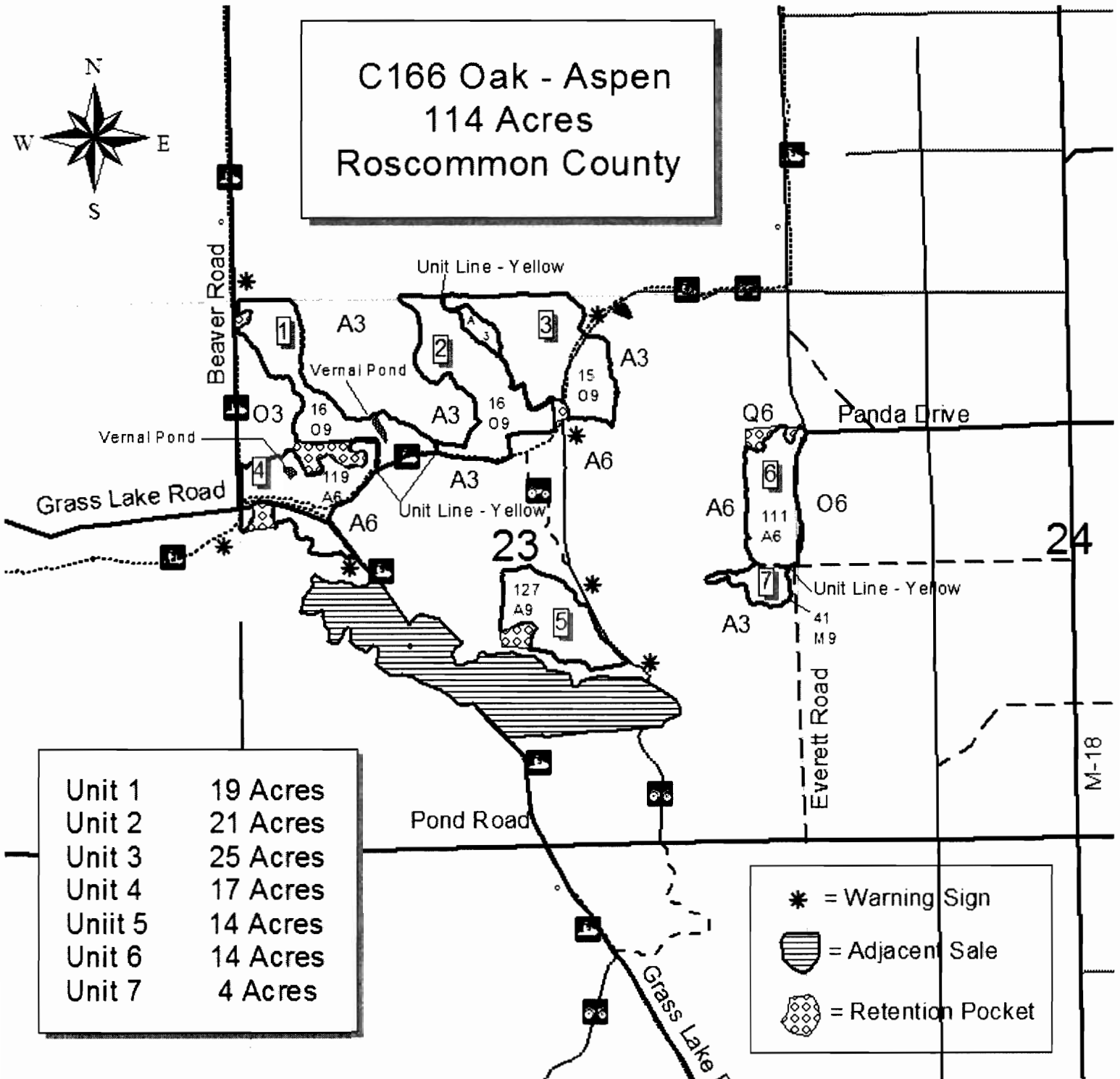
Michigan Department of Natural Resources – Forest, Mineral & Fire Management  
**TIMBER SALE MAP**

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

|               |             |
|---------------|-------------|
| SALE NUMBER   | YEAR        |
| <b>71-003</b> | <b>2009</b> |

|  |                     |  |                                 |                          |                  |                |
|--|---------------------|--|---------------------------------|--------------------------|------------------|----------------|
| FOREST MANAGEMENT UNIT<br><b>Roscommon FMU</b> |                     | COUNTY<br><b>Roscommon</b>   | MAPPED BY<br><b>Dale Ekdorn</b> | DATE<br><b>4/20/2009</b> | PAGE<br><b>1</b> | OF<br><b>1</b> |
| TOWNSHIP<br><b>21N</b>                         | RANGE<br><b>03W</b> | SECTION(S) AND SUBDIVISION(S)<br><b>Section 23 - NWNE; SENE; NW1/4; N1/2SE; NESW</b> |                                 | 0 0.25 0.5 Miles         |                  |                |

| Cover Type        |                    |                      |                  | Density                     |                        |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| A = Aspen         | H = Hemlock        | P = Lowland Poplar   | V = Bog or Marsh | 0 = Non Stocked             | 5 = Pole Timber Medium |
| B = Paper Birch   | J = Jack Pine      | Q = Mixed Swamp Cnfr | W = White Pine   | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| C = Cedar         | L = Lowland Brush  | R = Red Pine         | X = Non Stocked  | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | S = Black Spruce     | Z = Water        | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| F = Spruce Fir    | N = Marsh          | T = Tamarack         |                  | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |
| G = Grass         | O = Oak            | U = Upland Brush     |                  |                             |                        |



## Sale Specific Conditions & Requirements

**Sale Name: C166 Oak-aspen    Sale Number: 71-003-09-01**

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

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 4 - 6, 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 EXCEPTION : Payment Unit 4 - In the strip between Grass Lake Road and the snowmobile trail, cut only aspen trees. Payment Unit 5 and 6 - Leave all oak and pine. Reserve trees identified in accordance with 2.4.2 - Reserve trees, within clearcutting unit boundaries, are not Included Timber and are to be protected. Reserve areas identified in accordance with 2.4.3 - Reserve areas, 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) 3 and 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, in Payment Unit #3, cut all red maple trees which meet minimum piece specifications in 2.2 Utilization.

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

Within Payment Unit(s) 1 and 2, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting EXCEPTION : DO NOT CUT OR DAMAGE any red or white pine trees or trees marked with green paint above and below stump height.

#### 2.2 - Utilization

##### 2.2.4 - Skidding length (2/09)

Skidding of unlimbed tops or lengths over 17 feet is not permissible in Payment Units 3 and 7.

#### 2.4 - Special Protection

**Sale Name: C166 Oak-aspen    Sale Number: 71-003-09-01**

2.4.2 - Reserve trees (1/09)

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

2.4.3 - 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 within the sale area or with a red boundary line if adjacent to the sale area. See timber sale map for reserve area locations. The Purchaser shall not cut live or dead trees within reserve areas. If the Purchaser's operations have cut or damaged reserve areas through carelessness, the Purchaser shall pay \$300.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

**3 - Payments**

**3.4 - Damaged Timber**

3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

Within Units 1 - 3 and 7, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300.00 per acre for all acreage within that specified portion of the sale area that was damaged. No damage is acceptable to merchantable trees. Within the Units 1 - 3 and 7, if more than 10% 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**

**Sale Name: C166 Oak-aspen    Sale Number: 71-003-09-01**

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

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale, chipped, or stock-piled and utilized to close new roads and landings.

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

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. 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.

**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 and review contract specifications.

**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.

**5.2.2 - 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 - 3, and 7, unless changed by written agreement, cutting and skidding are not

**Sale Name: C166 Oak-aspen    Sale Number: 71-003-09-01**

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.

**5.2.4 - Dead and Down Creation**

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

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed. Exception: All dead trees within 50' of any county road and the snowmobile trail will be cut and left on the ground.

5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood, cherry, 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.

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

The trails running through or adjacent to Units 1 - 5 is an ORV trail and/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 in Unit 5. Skidding across the trail or route may only occur in locations approved by the sale administrator.

5.2.41 - Snowmobile trail protection (8/09)

The trail running through or adjacent to Units 1 - 4 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. 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. The snowmobile trail may only be crossed at right angles. 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.

**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.

**Sale Name: C166 Oak-aspen    Sale Number: 71-003-09-01**

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 in Units 1 and 4. See timber sale map for locations. 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. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

**6 - Safety and Fire Prevention**

**6.2 - Signing**

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at locations designated on the map to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

6.2.3 - Recreational trail posting (9/09)

The Purchaser is responsible for posting caution signs on ORV trail and ORV route (Note- the snowmobile trail is also an ORV route) prior to beginning operations. The trail must be posted at locations designated on the map 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.





LONG WAY ASPEN (034-09-01)

A timber sale contract for this 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:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS        |                          |                        |
| RED MAPLE      | 16.40 MBF                | \$ 123.00/MBF          |
| B.T. ASPEN     | 88.20 MBF                | \$ 44.00/MBF           |
| PULPWOOD       |                          |                        |
| RED MAPLE      | 177.00 CORDS             | \$ 8.75/CORD           |
| B.T. ASPEN     | 635.00 CORDS             | \$ 19.40/CORD          |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| PULPWOOD       |                          |                        |
| Q. ASPEN       | 28.00 CORDS              | \$ 11.10/CORD          |
| BALSAM FIR     | 5.00 CORDS               | \$ 4.15/CORD           |
| WHITE PINE     | 153.00 CORDS             | \$ 5.30/CORD           |
| RED PINE       | 6.00 CORDS               | \$ 21.70/CORD          |
| MIXED OAK      | 34.00 CORDS              | \$ 10.25/CORD          |

\*The volumes are statistically estimated within plus (+) or minus (-)15.85 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$1,100.00, 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:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 1                          | 46%                                |
| 2                          | 54%                                |
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, 2012.



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

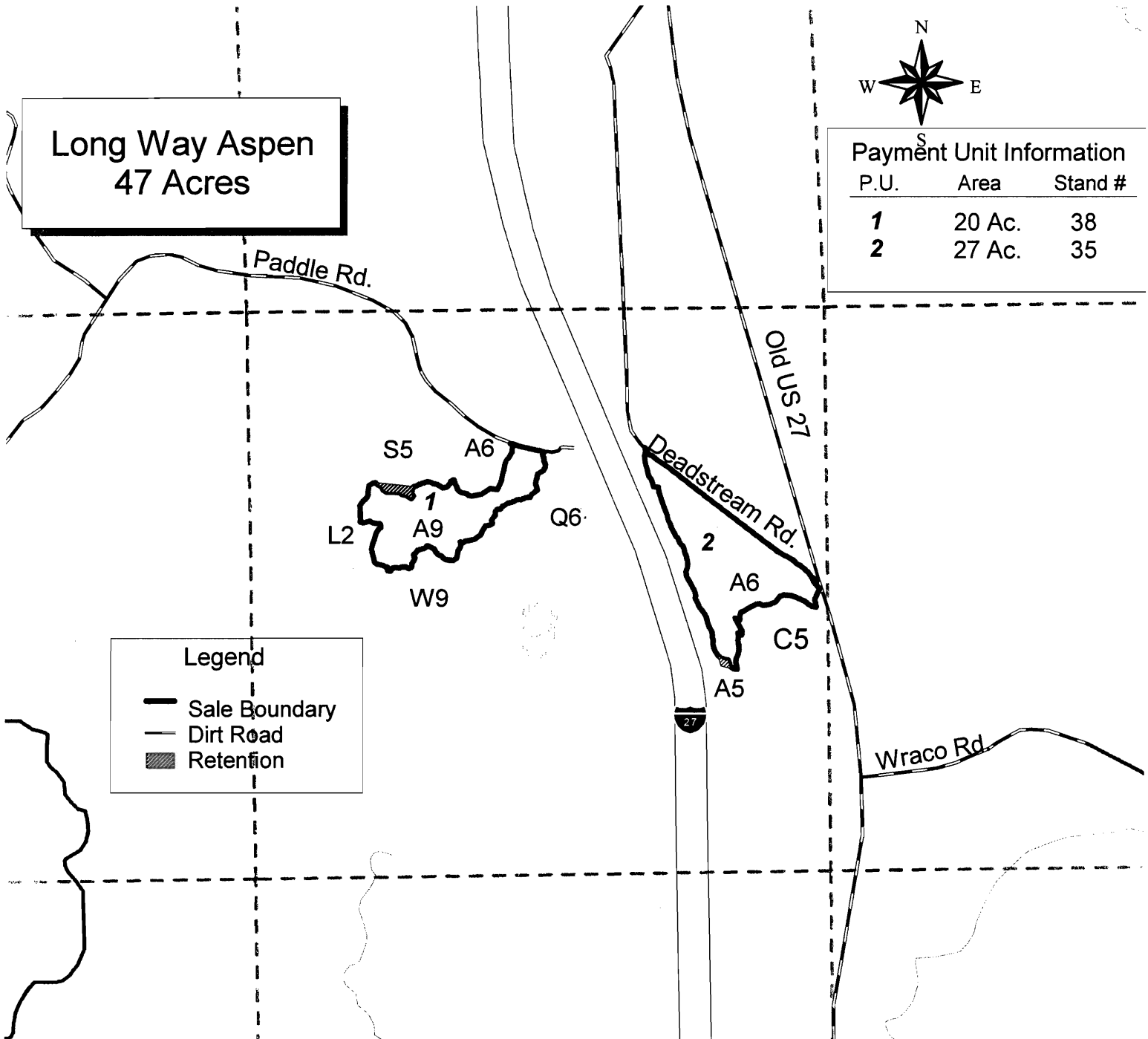
This information is provided by authority of Part 525 of Act 451, PA 1994, as amended.

|             |      |
|-------------|------|
| SALE NUMBER | YEAR |
| 71-034      | 2009 |

|                        |           |                |         |      |    |
|------------------------|-----------|----------------|---------|------|----|
| FOREST MANAGEMENT UNIT | COUNTY    | MAPPED BY      | DATE    | PAGE | OF |
| Roscommon              | Roscommon | Wiese          | 9/24/09 | 1    | 1  |
|                        |           | CRUISED BY     |         |      |    |
|                        |           | Lewicki, Wiese |         |      |    |

|          |       |  |          |
|----------|-------|--|----------|
| TOWNSHIP | RANGE | SECTION(S) AND SUBDIVISION(S)            | SCALE    |
| T21N     | R04W  | SW NW, SE NW, NE NW; SW NE, SE NE, NW SE | 1:15,840 |

| Cover Type        |                    |                      |                  | Density                     |                        |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| A = Aspen         | H = Hemlock        | P = Lowland Poplar   | V = Bog or Marsh | 0 = Non Stocked             | 5 = Pole Timber Medium |
| B = Paper Birch   | J = Jack Pine      | Q = Mixed Swamp Cnfr | W = White Pine   | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| C = Cedar         | L = Lowland Brush  | R = Red Pine         | X = Non Stocked  | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | S = Black Spruce     | Z = Water        | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| F = Spruce Fir    | N = Marsh          | T = Tamarack         |                  | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |
| G = Grass         | O = Oak            | U = Upland Brush     |                  |                             |                        |



## Sale Specific Conditions & Requirements

**Sale Name: Long Way Aspen    Sale Number: 71-034-09-01**

### 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

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

Within Payment Unit(s) 1 and 2, cut all species of 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 for reserve trees. Reserve trees identified in accordance with 2.4.2 - Reserve trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

##### 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

##### 2.4.2 - Reserve trees (1/09)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are marked with green paint and include red pine in payment unit 2. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$20 or double stumpage, whichever is greater as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesigned timber.

### 3 - Payments

#### 3.6 - Payment Unit Cutting Schedule

**Sale Name: Long Way Aspen    Sale Number: 71-034-09-01**

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)

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)

Overgrown roads that are reopened shall be considered new roads, and may also need to be closed. These roads must be rendered impassable to cars and trucks.

4.1.12 - No new roads (12/08)

No new roads will be permitted. All operations are limited to existing roads.

### **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 wet weather conditions.

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins.

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: Long Way Aspen    Sale Number: 71-034-09-01**

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.

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.

**5.2.2 - 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**

5.2.3.11 - Coppice regeneration protection (12/08)

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.

**5.2.4 - Dead and Down Creation**

5.2.4.2 - Dead and down creation, hare and grouse (12/08)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave in Payment Unit 1, one (1) pile of tops on the ground for every two acres. They must be placed adjacent to the swamp edge on the North and West edges of Payment Unit 1. See sale administrator for additional information. If possible, the logs or trees should be felled so they overlap. Note these pieces should have a minimum length of five feet. They can be of any tree species and can be an un-merchantable piece of wood or a full tree.

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

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

5.2.32 - Decking/landing restoration (2/04)

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

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

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

**5.4 - Soil Protection**

5.4.1 - Rutting restriction, general (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.

5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils.

**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.

CLOSE, YET FAR (035-09-01)

A timber sale contract for this 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:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| PULPWOOD       |                          |                        |
| RED MAPLE      | 221.00 CORDS             | \$ 8.15/CORD           |
| Q. ASPEN       | 164.00 CORDS             | \$ 10.35/CORD          |
| B.T. ASPEN     | 125.00 CORDS             | \$ 18.10/CORD          |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS        |                          |                        |
| RED MAPLE      | 3.90 MBF                 | \$ 126.00/MBF          |
| B.T. ASPEN     | 7.70 MBF                 | \$ 44.00/MBF           |
| PULPWOOD       |                          |                        |
| P. BIRCH       | 3.00 CORDS               | \$ 10.70/CORD          |
| WHITE PINE     | 29.00 CORDS              | \$ 4.80/CORD           |
| MIXED OAK      | 12.00 CORDS              | \$ 10.10/CORD          |

\*The volumes are statistically estimated within plus (+) or minus (-)17.41 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$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:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 1                          | 64%                                |
| 2                          | 36%                                |
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, 2012.



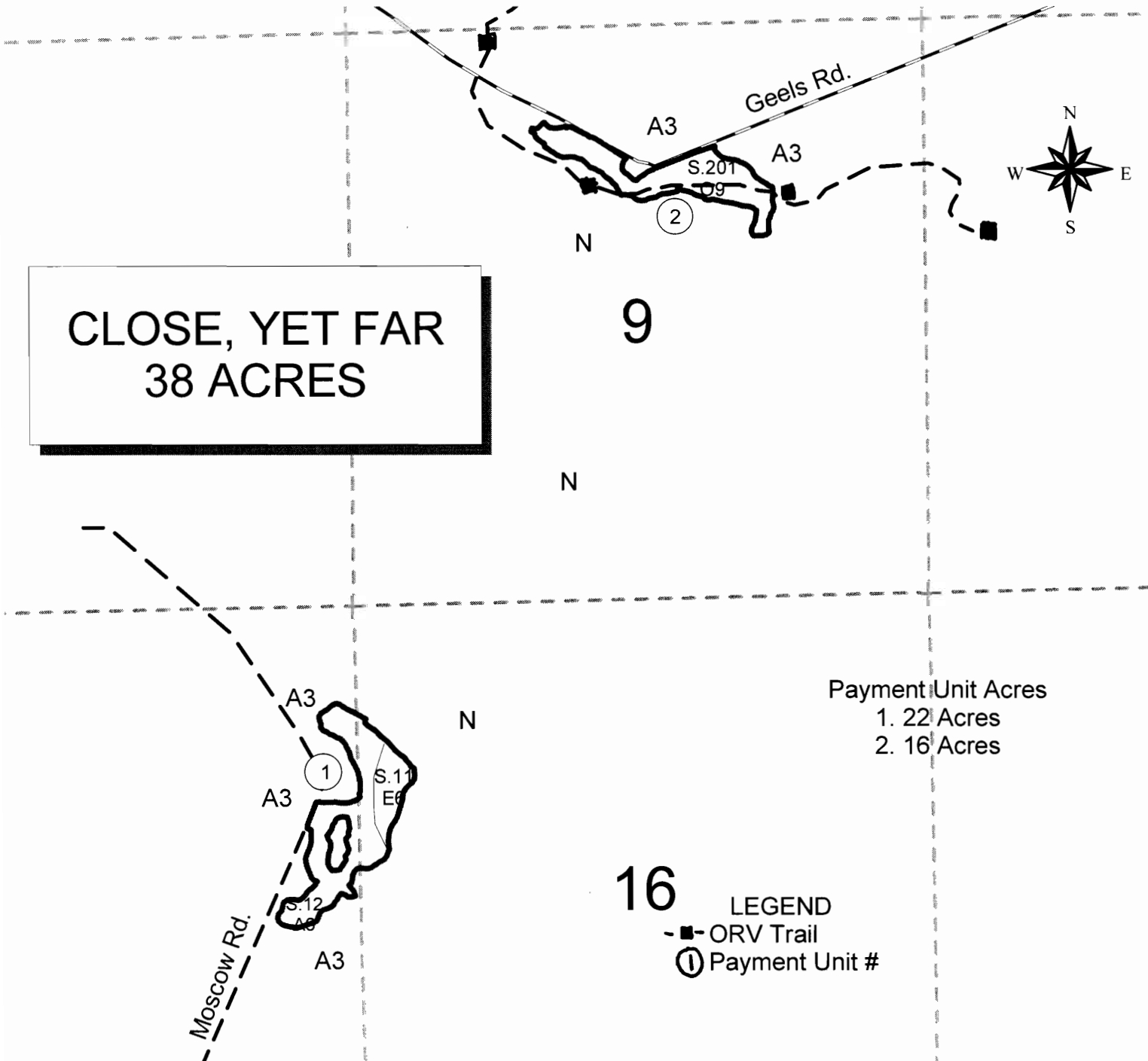
Michigan Department of Natural Resources – Forest, Mineral & Fire Management  
**TIMBER SALE MAP**

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

|             |           |
|-------------|-----------|
| SALE NUMBER | YEAR      |
| <b>035</b>  | <b>09</b> |
| DATE        | PAGE OF   |
| 9/25/09     |           |

|                        |       |   |           |
|------------------------|-------|---|-----------|
| FOREST MANAGEMENT UNIT |       | COUNTY  | MAPPED BY |
| Roscommon              |       | Roscommon   | Lewicki   |
| TOWNSHIP               | RANGE | SECTION(S) AND SUBDIVISION(S)                       |           |
| 23N                    | 02W   | S.9 W1/2NE; E1/2NW S.16 W1/2NW<br>S.17 E1/2NE; NESE |           |
|                        |       | CRUISED BY  | Lewicki   |

| Cover Type        |                    |                      |                  | Density                     |                        |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| A = Aspen         | H = Hemlock        | P = Lowland Poplar   | V = Bog or Marsh | 0 = Non Stocked             | 5 = Pole Timber Medium |
| B = Paper Birch   | J = Jack Pine      | Q = Mixed Swamp Cnfr | W = White Pine   | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| C = Cedar         | L = Lowland Brush  | R = Red Pine         | X = Non Stocked  | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | S = Black Spruce     | Z = Water        | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| F = Spruce Fir    | N = Marsh          | T = Tamarack         |                  | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |
| G = Grass         | O = Oak            | U = Upland Brush     |                  |                             |                        |



**CLOSE, YET FAR**  
**38 ACRES**

Payment Unit Acres  
 1. 22 Acres  
 2. 16 Acres

**16** LEGEND  
 -■- ORV Trail  
 ① Payment Unit #



## Sale Specific Conditions & Requirements

Sale Name: Close, Yet Far Sale Number: 71-035-09-01

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint. 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 white pine and trees marked with green pain.

##### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) #2, all aspen, birch and red maple are designated for cutting regardless of merchantability.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

### 3 - Payments

#### 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 15% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

### 4 - Transportation

#### 4.1 - Construction

**Sale Name: Close, Yet Far    Sale Number: 71-035-09-01**

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

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

**4.1.6 - Road construction (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 chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks.

**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 wet weather conditions.

**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.

**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.

**5.2.2 - 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**

5.2.3.11 - Coppice regeneration protection (12/08)

Any post harvest operations, such as chipping or landing work, 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.

**5.2.4 - Dead and Down Creation**

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

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

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

The ORV trail 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.

**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.

**6 - Safety and Fire Prevention**

**6.2 - Signing**

6.2.3 - Recreational trail posting (9/09)

The Purchaser is responsible for posting caution signs on the ORV trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser must maintain the signs year round.



MUSHROOM OAK (001-09-01)  
 T22N, R01W, SEC. 24, SESW.  
 T22N, R01W, SEC. 25, NENW.  
 ROSCOMMON COUNTY

In response to the notice of sale to be held 11:00 a.m. on April 13, 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.

| <u>SPECIES</u>  | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>= VALUE</u> |
|-----------------|------------------------|------------------|--------------------------|----------------|
| <u>SAWLOGS</u>  |                        |                  |                          |                |
| RED OAK         | \$ 197.00/MBF          | \$ _____ X       | 28.20 MBF                | = \$ _____     |
| <u>PULPWOOD</u> |                        |                  |                          |                |
| RED OAK         | \$ 5.95/CORD           | \$ _____ X       | 252.00 CORDS             | = \$ _____     |
| B.T. ASPEN      | \$ 19.15/CORD          | \$ _____ X       | 76.00 CORDS              | = \$ _____     |
| SUBTOTAL 1      |                        |                  |                          | \$ _____       |

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

| <u>SPECIES</u>                                     | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u> |
|--|------------------------|--------------------------|--------------|
| <u>PULPWOOD</u>                                    |                        |                          |              |
| RED MAPLE  | \$ 8.15/CORD           | 18.00 CORDS              | = \$ 146.70  |
| SUBTOTAL 2   |                        |                          | \$ 146.70    |
| SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____ |                        |                          |              |

\*These volumes are statistically estimated within plus (+) or minus (-)21.51%. 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



**FOR DEPARTMENT USE ONLY**

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

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

|                   |       |
|-------------------|-------|
| Sale or Permit No |       |
| Year:             | Type: |
| Forest Area:      |       |

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION 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:

- My business is organized as (you **must** check one of the boxes below):
  - Sole Proprietorship (individual)
  - Partnership
  - Corporation
- You **must** check one of the boxes below:
  - 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.
  - 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).
  - 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.
- If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

|                  |       |                                     |  |
|------------------|-------|-------------------------------------|--|
| Name of Business |       | Federal ID (or) Social Security No. |  |
| Address          |       | Telephone No.<br>(       )          |  |
| City             | State | Zip + 4                             |  |

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

COTTAGE OAK (002-09-01)  
 T24N, R03W, SEC. 30, NW, SWNE.  
 ROSCOMMON COUNTY

In response to the notice of sale to be held 11:00 a.m. on April 13, 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.

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>= VALUE</u> |
|----------------|------------------------|------------------|--------------------------|----------------|
| SAWLOGS        |                        |                  |                          |                |
| RED OAK        | \$ 273.00/MBF          | \$ _____ X       | 126.00 MBF               | = \$ _____     |
|                |                        |                  | SUBTOTAL 1               | \$ _____       |

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

| <u>SPECIES</u>                                     | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u>  |
|--|------------------------|--------------------------|---------------|
| PULPWOOD   |                        |                          |               |
| RED MAPLE  | \$ 8.40/CORD           | 143.00 CORDS             | = \$ 1,201.20 |
| RED OAK  | \$ 4.75/CORD           | 530.00 CORDS             | = \$ 2,517.50 |
| WHITE OAK  | \$ 5.75/CORD           | 74.00 CORDS              | = \$ 425.50   |
| B.T. ASPEN   | \$ 16.30/CORD          | 31.00 CORDS              | = \$ 505.30   |
|  |                        | SUBTOTAL 2               | \$ 4,649.50   |
| SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____ |                        |                          |               |

\*These volumes are statistically estimated within plus (+) or minus (-)11.23%. 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

**FOR DEPARTMENT USE ONLY**

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

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

Sale or Permit No

Year:

Type:

Forest Area:

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION 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:

1. My business is organized as (you **must** check one of the boxes below):

- A.  Sole Proprietorship (individual)
- B.  Partnership
- C.  Corporation

2. You **must** check one of the boxes below:

- A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
- B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
- C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.

3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

|                  |       |                                     |  |
|------------------|-------|-------------------------------------|--|
| Name of Business |       | Federal ID (or) Social Security No. |  |
| Address          |       | Telephone No.<br>(       )          |  |
| City             | State | Zip + 4                             |  |

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



C166 OAK-ASPEN (003-09-01)  
T21N, R03W, SEC. 23, NWNE, SENE, NW1/4, N1/2SE, NESW.  
ROSCOMMON COUNTY

In response to the notice of sale to be held 11:00 a.m. on April 13, 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.

| <u>SPECIES</u>  | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>= VALUE</u> |
|-----------------|------------------------|------------------|--------------------------|----------------|
| <u>SAWLOGS</u>  |                        |                  |                          |                |
| RED MAPLE       | \$ 135.00/MBF          | \$ _____ X       | 54.40 MBF                | = \$ _____     |
| RED OAK         | \$ 211.00/MBF          | \$ _____ X       | 47.70 MBF                | = \$ _____     |
| MIXED OAK       | \$ 99.00/MBF           | \$ _____ X       | 40.60 MBF                | = \$ _____     |
| <u>PULPWOOD</u> |                        |                  |                          |                |
| RED MAPLE       | \$ 7.95/CORD           | \$ _____ X       | 480.00 CORDS             | = \$ _____     |
| Q. ASPEN        | \$ 12.85/CORD          | \$ _____ X       | 583.00 CORDS             | = \$ _____     |
| B.T. ASPEN      | \$ 20.45/CORD          | \$ _____ X       | 253.00 CORDS             | = \$ _____     |
| SUBTOTAL 1      |                        |                  |                          | \$ _____       |

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

| <u>SPECIES</u>  | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u>       |
|-----------------|------------------------|--------------------------|--------------------|
| <u>SAWLOGS</u>  |                        |                          |                    |
| Q. ASPEN        | \$ 40.00/MBF           | 24.70 MBF                | = \$ 988.00        |
| B.T. ASPEN      | \$ 62.00/MBF           | 38.40 MBF                | = \$ 2,380.80      |
| <u>PULPWOOD</u> |                        |                          |                    |
| MIXED OAK       | \$ 8.45/CORD           | 229.00 CORDS             | = \$ 1,935.05      |
| MIX SOFTWD      | \$ 5.35/CORD           | 27.00 CORDS              | = \$ 144.45        |
| SUBTOTAL 2      |                        |                          | \$ <u>5,448.30</u> |

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

\*These volumes are statistically estimated within plus (+) or minus (-)9.46%. 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



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

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

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

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION 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:

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

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

|                  |       |                                     |  |
|------------------|-------|-------------------------------------|--|
| Name of Business |       | Federal ID (or) Social Security No. |  |
| Address          |       | Telephone No.<br>(       )          |  |
| City             | State | Zip + 4                             |  |

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

LONG WAY ASPEN (034-09-01)  
T21N, R04W, SEC. 09, SWNW, SENW, NENW, SWNE, SENE, NWSE.  
ROSCOMMON COUNTY

In response to the notice of sale to be held 11:00 a.m. on April 13, 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.

| <u>SPECIES</u>  | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME* = VALUE</u> |
|-----------------|------------------------|------------------|----------------------------------|
| <u>SAWLOGS</u>  |                        |                  |                                  |
| RED MAPLE       | \$ 123.00/MBF          | \$ _____ X       | 16.40 MBF = \$ _____             |
| B.T. ASPEN      | \$ 44.00/MBF           | \$ _____ X       | 88.20 MBF = \$ _____             |
| <u>PULPWOOD</u> |                        |                  |                                  |
| RED MAPLE       | \$ 8.75/CORD           | \$ _____ X       | 177.00 CORDS = \$ _____          |
| B.T. ASPEN      | \$ 19.40/CORD          | \$ _____ X       | 635.00 CORDS = \$ _____          |
| SUBTOTAL 1      |                        |                  | \$ _____                         |

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

| <u>SPECIES</u>                                     | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u>       |
|--|------------------------|--------------------------|--------------------|
| <u>PULPWOOD</u>                                    |                        |                          |                    |
| Q. ASPEN   | \$ 11.10/CORD          | 28.00 CORDS              | = \$ 310.80        |
| BALSAM FIR   | \$ 4.15/CORD           | 5.00 CORDS               | = \$ 20.75         |
| WHITE PINE   | \$ 5.30/CORD           | 153.00 CORDS             | = \$ 810.90        |
| RED PINE   | \$ 21.70/CORD          | 6.00 CORDS               | = \$ 130.20        |
| MIXED OAK  | \$ 10.25/CORD          | 34.00 CORDS              | = \$ 348.50        |
| SUBTOTAL 2   |                        |                          | \$ <u>1,621.15</u> |
| SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____ |                        |                          |                    |

\*These volumes are statistically estimated within plus (+) or minus (-)15.85%. 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



**FOR DEPARTMENT USE ONLY**

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

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

Sale or Permit No

Year:

Type:

Forest Area:

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION 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:

1. My business is organized as (you **must** check one of the boxes below):

- A.  Sole Proprietorship (individual)
- B.  Partnership
- C.  Corporation

2. You **must** check one of the boxes below:

- A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
- B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
- C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.

3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

Name of Business

Federal ID (or) Social Security No.

Address

Telephone No.  
(       )

City

State

Zip + 4

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

CLOSE, YET FAR (035-09-01)  
T23N, R02W, SEC. 09, W1/2NE, E1/2NW.  
T23N, R02W, SEC. 16, W1/2NW.  
T23N, R02W, SEC. 17, E1/2NE, NESE.  
ROSCOMMON COUNTY

In response to the notice of sale to be held 11:00 a.m. on April 13, 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.

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME* = VALUE</u> |
|----------------|------------------------|------------------|----------------------------------|
| PULPWOOD       |                        |                  |                                  |
| RED MAPLE      | \$ 8.15/CORD           | \$ _____ X       | 221.00 CORDS = \$ _____          |
| Q. ASPEN       | \$ 10.35/CORD          | \$ _____ X       | 164.00 CORDS = \$ _____          |
| B.T. ASPEN     | \$ 18.10/CORD          | \$ _____ X       | 125.00 CORDS = \$ _____          |
|                |                        |                  | SUBTOTAL 1 \$ _____              |

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

| <u>SPECIES</u>                            | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u>                  |
|---|------------------------|--------------------------|-------------------------------|
| SAWLOGS                                   |                        |                          |                               |
| RED MAPLE                                 | \$ 126.00/MBF          | 3.90 MBF                 | = \$ 491.40                   |
| B.T. ASPEN                                | \$ 44.00/MBF           | 7.70 MBF                 | = \$ 338.80                   |
| PULPWOOD                                  |                        |                          |                               |
| P. BIRCH                                  | \$ 10.70/CORD          | 3.00 CORDS               | = \$ 32.10                    |
| WHITE PINE                                | \$ 4.80/CORD           | 29.00 CORDS              | = \$ 139.20                   |
| MIXED OAK                                 | \$ 10.10/CORD          | 12.00 CORDS              | = \$ 121.20                   |
|   |                        |                          | SUBTOTAL 2 \$ <u>1,122.70</u> |
| SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE |                        |                          | \$ _____                      |

\*These volumes are statistically estimated within plus (+) or minus (-)17.41%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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



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

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

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

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION 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:

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

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

|                  |       |                                     |  |
|------------------|-------|-------------------------------------|--|
| Name of Business |       | Federal ID (or) Social Security No. |  |
| Address          |       | Telephone No.<br>(       )          |  |
| City             | State | Zip + 4                             |  |

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date