

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

SALE TIME, DATE AND LOCATION

10:00 a.m. on December 14, 2010

ATLANTA

#### TIMBER SALE PROSPECTUS

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

BOETCHER ROAD JACK PINE / T29N, R01E, SEC. 36, E1/2SE, NWSE, SWNE.

MONTMORENCY COUNTY (Appr. \$12,137.60)

SALE ACRES: 63

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

Access may be through state forest land.

LEWISTON OAK / T29N, R01E, SEC. 31, E2SE.

T29N, R01E, SEC. 32, W2SE, W2SW, NESW.

MONTMORENCY COUNTY (Appr. \$31,521.15)

SALE ACRES: 107

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

Access may be through state forest land.

GATED HARDWOOD / T30N, R01E, SEC. 02, SW1/4.

T30N, R01E, SEC. 03, E1/2SE, SWSE.

MONTMORENCY COUNTY (Appr. \$35,079.30)

SALE ACRES: 76

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

Access may be through private or state forest land.

DOUBLE TROUBLE ASPEN / T30N, R04E, SEC. 07, N1/2SE, NESW.

T30N, R04E, SEC. 09, NWSW.

MONTMORENCY COUNTY (Appr. \$14,226.80)

SALE ACRES: 41

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

Access may be through state forest land.

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

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

- 1. <u>Bid Location, Date, and Time:</u> Bids must be received by the Unit Manager, Atlanta Management Unit, 13501 M-33, Atlanta, Michigan 49709, no later than 10:00 a.m., on December 14, 2010. For further information concerning this sale, contact the Unit Manager at 989-785-4251.
- 2. <u>Bidder's Qualifications:</u> Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are <u>not permitted</u> to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. <u>Preparation of Sealed Bids:</u> Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
- 4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
- 7. <u>Down Payment:</u> The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. <u>Performance Security:</u> As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
- 9. <u>Timber Sale Contract:</u> Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at <a href="https://www.michigan.gov/dnre">www.michigan.gov/dnre</a>. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

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

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

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

REBECCA A. HUMPHRIES Director

#### BOETCHER ROAD JACK PINE (014-10-01)

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

| SPECIES   | ESTIMATED VOLUME* | APP | RAISED PRICE |
|-----------|-------------------|-----|--------------|
| SAWLOGS   |                   |     |              |
| MIXED OAK | 16.00 MBF         | \$  | 91.00/MBF    |
| PULPWOOD  |                   |     |              |
| Q. ASPEN  | 134.00 CORDS      | \$  | 12.95/CORD   |
| JACK PINE | 538.00 CORDS      | \$  | 13.40/CORD   |
| MIXED OAK | 189.00 CORDS      | \$  | 5.00/CORD    |

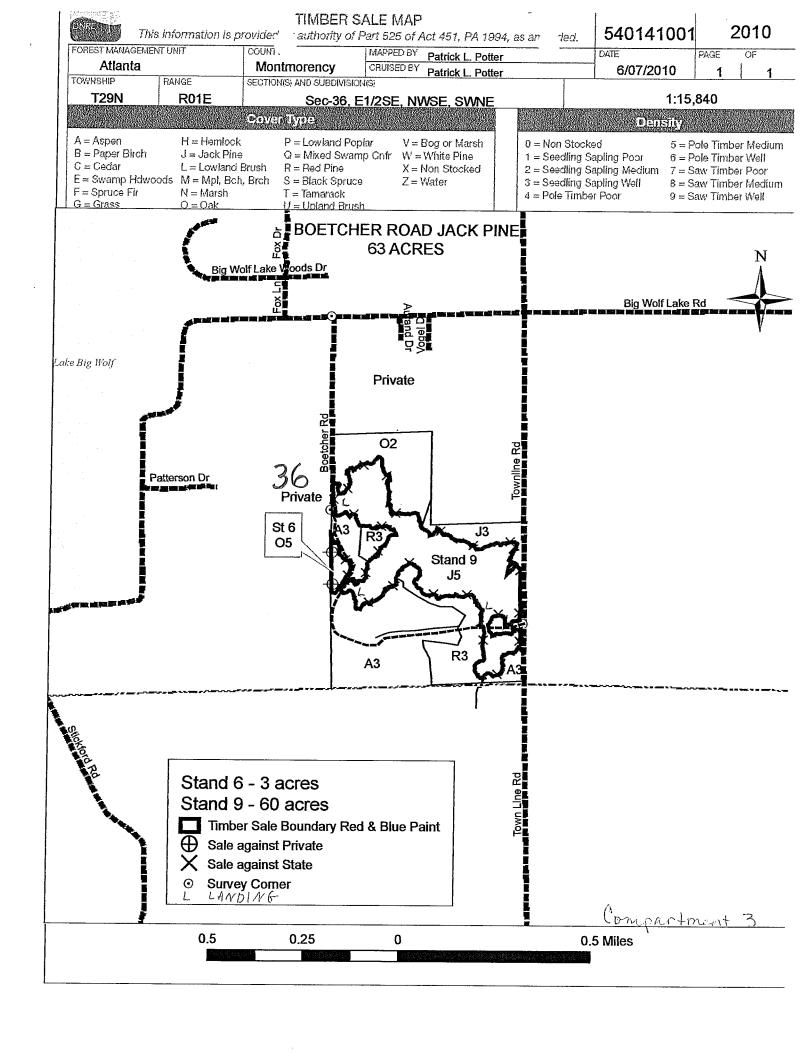
In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

| SPECIES   | ESTIMATED VOLUME* | APP | RAISED PRICE |
|-----------|-------------------|-----|--------------|
| SAWLOGS   |                   |     |              |
| JACK PINE | 17.00 MBF         | \$  | 37.00/MBF    |
| PULPWOOD  |                   |     |              |
| RED MAPLE | 14.00 CORDS       | \$  | 11.65/CORD   |

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 19.23 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 \$1,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2013.



#### Sale Specific Conditions & Requirements

Sale Name: Boetcher Road Jack Pine Sale Number: 54-014-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (12/08)

Within Payment Unit(s) 1, cut all trees which meet minimum piece specifications in 2.2 Utilization except RED & WHITE PINE trees.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

#### 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.

#### 2.2.8 - Utilization and removal (7/05)

In Stand 6, all products not meeting standards set forth in 2.2 Utilization may not be removed from the sale area, e.g. tops.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 1may 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

Section Name: Sale Specific

#### Sale Name: Boetcher Road Jack Pine Sale Number: 54-014-10-01

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

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

Within the sale area, if more than 25% of the non-maple 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 \$500 per acre for all acreage within that specified portion of the sale area that was damaged. Bent/broken saplings resulting from harvest oprations must be cut flush.

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

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

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

#### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 5 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.1.11 - Permits (5/07)

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

#### 4.1.12 - No new roads (6/10)

No new roads will be permitted.

#### 4.2 - Maintenance

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Sale Name: Boetcher Road Jack Pine Sale Number: 54-014-10-01

#### 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. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

#### 5.1.4 - Post-sale conference (9/09)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (2/04)

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

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as 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

#### Sale Name: Boetcher Road Jack Pine Sale Number: 54-014-10-01

representative may cease such operations if sprouting occurs before the operation is complete. NOTE that chipping of tops is not allowed in stand 6.

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

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

#### 5.2.31 - Landing locations (10/09)

Landing areas are marked on the timber sale map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

#### 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.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on Boetcher Road prior to beginning operations. The road must be posted to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

#### LEWISTON OAK (016-10-01)

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

| SPECIES   | ESTIMATED VOLUME* | APPRAISED PRICE |
|-----------|-------------------|-----------------|
| SAWLOGS   |                   |                 |
| MIXED OAK | 131.00 MBF        | \$ 109.00/MBF   |
| PULPWOOD  |                   |                 |
| JACK PINE | 292.00 CORDS      | \$ 13.60/CORD   |
| MIXED OAK | 614.00 CORDS      | \$ 5.15/CORD    |
| MIX ASPEN | 185.00 CORDS      | \$ 24.45/CORD   |

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

| SPECIES   | ESTIMATED ' | VOLUME* | AP | PRAISED PRICE |
|-----------|-------------|---------|----|---------------|
| SAWLOGS   |             |         |    |               |
| RED OAK   | 7.00        | MBF     | \$ | 152.00/MBF    |
| JACK PINE | 40.00       | MBF     | \$ | 44.00/MBF     |
| MIX ASPEN | 16.00       | MBF     | \$ | 57.00/MBF     |
| PULPWOOD  |             |         |    |               |
| RED MAPLE | 119.00      | CORDS   | \$ | 12.60/CORD    |
| WHITE OAK | 68.00       | CORDS   | \$ | 5.15/CORD     |

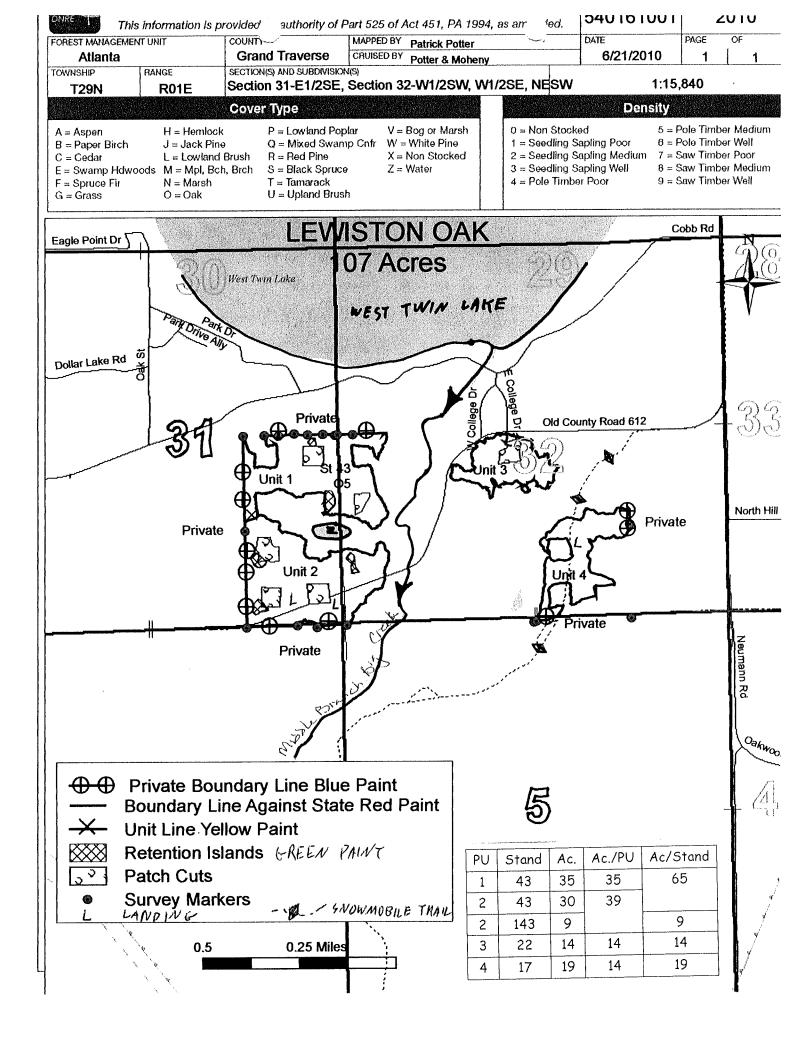
<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.57 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

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

| PAYMENT | UNIT | NUMBER | PERCENT | OF | TOTAL | SALE | VALUE |
|---------|------|--------|---------|----|-------|------|-------|
|         | 1    |        |         |    | 35%   |      |       |
|         | 2    |        |         |    | 40%   |      |       |
|         | 3    |        |         |    | 10%   |      |       |
|         | 4    |        |         |    | 15%   |      |       |

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



#### Sale Specific Conditions & Requirements

Sale Name: Lewiston Oak Sale Number: 54-016-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary are marked and identified by blue, yellow and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Interior sale boundaries (retention areas) are marked with green paint. No operations—including equipment movement—may take place in the green painted areas.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (12/08)

Within Payment Unit(s) 1-4, cut all trees which meet minimum piece specifications in 2.2 Utilization except all RED & WHITE PINE trees.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

#### 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.

#### 2.2.8 - Utilization and removal (7/05)

All products not meeting standards set forth in 2.2 Utilization may not be removed from the sale area, e.g. tops.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 1 & 2 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

#### 3.4 - Damaged Timber

#### Sale Name: Lewiston Oak Sale Number: 54-016-10-01

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

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

Within the sale area, if more than 25% of the non-maple 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 \$500 per acre for all acreage within that specified portion of the sale area that was damaged. Bent/broken saplings resulting from harvest oprations must be cut flush.

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

#### 4.1.3 - 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.

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

Some closed roads which will be used as skid trails 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.1.11 - Permits (5/07)

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

#### 4.1.12 - No new roads (6/10)

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

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

#### Sale Name: Lewiston Oak Sale Number: 54-016-10-01

#### 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. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

#### 5.1.4 - Post-sale conference (9/09)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (2/04)

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

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

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

#### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, all Payment Units shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 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) 4, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 1 through November 30. This restriction is due to soil conditions, a snowmobile trail, and to protect the residual stand and/or advanced regeneration.

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

Within Payment Unit(s) 1, 2, and 3, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 1 through February 28. This restriction is due to soil conditions and to protect residual trees and advanced regeneration.

#### Sale Name: Lewiston Oak Sale Number: 54-016-10-01

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

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

#### 5.2.31 - Landing locations (10/09)

Landing areas are marked on the timber sale map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

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

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

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

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

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

The trail marked with orange dimonds is a snowmobile trail and is shown on the Timber Sale Map. The road maintenance/restoration must be done prior to November 30. No decked forest products will be permitted within 25 feet of the centerline of the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level. 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.

#### 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.

#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

#### GATED HARDWOOD (030-10-01)

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

| SPECIES    | ESTIMATED V | OLUME* | AP | PRAISED PRICE |
|------------|-------------|--------|----|---------------|
| SAWLOGS    |             |        |    |               |
| SUG. MAPLE | 19.60       | MBF    | \$ | 289.00/MBF    |
| BASSWOOD   | 51.40       | MBF    | \$ | 72.00/MBF     |
| WHITE ASH  | 81.40       | MBF    | \$ | 88.00/MBF     |
| RED OAK    | 68.40       | MBF    | \$ | 188.00/MBF    |
| PULPWOOD   |             |        |    |               |
| MIX HARDWD | 350.00      | CORDS  | \$ | 10.10/CORD    |

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

| SPECIES   | ESTIMATED VOLUME* | APPRAISED PRICE |
|-----------|-------------------|-----------------|
| SAWLOGS   |                   |                 |
| RED MAPLE | 2.50 MBF          | \$ 64.00/MBF    |
| BEECH     | 5.70 MBF          | \$ 41.00/MBF    |
| PULPWOOD  |                   |                 |
| BASSWOOD  | 110.00 CORDS      | \$ 7.15/CORD    |
| RED OAK   | 62.00 CORDS       | \$ 15.75/CORD   |

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.80 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 \$1,800.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

| PAYMENT | TINU | NUMBER | PERCENT | OF | TOTAL | SALE | VALUE |
|---------|------|--------|---------|----|-------|------|-------|
|         | 1    |        |         |    | 14%   |      |       |
|         | 2    |        |         |    | 33%   |      |       |
|         | 3    |        |         |    | 09%   |      |       |
|         | 4    |        |         |    | 22%   |      |       |
|         | 5    |        |         |    | 22%   |      |       |

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

Michigan Department

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Comp: 20

Stand: 16

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latural Resources - Forest, Mineral & Fire Managem

Sale Number Year TIMBER SALE MAP 2010 54-030-10-01 This information provided by authority of Part 525 of Act 451, PA 1994, as amended. Forest Management Unit County Mapped By C. Stevens Date Page of Atlanta Montmorency 9/7/2010 Cruised By Contract: UMLMWS 1 1 Township Range Section(s) and Subdivision(s) Scale: 4 inch = 1 mile 3: EZSE, SWSE 30N 01E 2: SW1/4, CoverType A = Aspen B = Paper Birch C = Cedar G = Grass U = Upland Brush O = Oak 0 = Non Stocked 5 = Pole Timber Medium H = Hemlock P = Lowland Poplar V = Bog or Marsh 1 = Seedling Sapling Poor 6 = Pole Timber Well J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 2 = Seedling Sapling Medium 7 = Saw Timber Poor D = Treed Bog L = Lowland Brush R = Red Pine X = Non Stocked 3 = Seedling Sapling Well 8 = Saw Timber Medium E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir T = Tamarack Gated Hardwood Montmorency Co. 76 acres Legend Sale Boundary: (Red Paint) Private Boundary: (Blue Paint) Unit Boundary: (yellow Paint) County Road: Two-Track: alife batto batte bet bet belle. Unit# Acres 10 2 26

Old State Road

10

Kalman Ad

#### Sale Specific Conditions & Requirements

Sale Name: Gated Hardwood Sale Number: 54-030-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

#### 2.2 - Utilization

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

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

#### 2.2.7 - Uncut designated trees (2/04)

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

#### 2.2.8 - Utilization and removal (7/05)

All products meeting standards set forth in 2.2 Utilization must be removed from the sale area.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### Sale Name: Gated Hardwood Sale Number: 54-030-10-01

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

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

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

#### 4.1.12 - No new roads (6/10)

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

#### 4.2 - Maintenance

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

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

#### 4.4 - Access

#### 4.4.1 - Private property access (8/10)

Permission for access across private land is the responsibility of the purchaser. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations. Permission to cross private land must include access for DNRE representatives to inspect the sale when the sale is active.

#### 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 locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

#### Sale Name: Gated Hardwood Sale Number: 54-030-10-01

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage and oak wilt.

#### 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.

#### 5.4.2 - 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.

#### DOUBLE TROUBLE ASPEN (031-10-01)

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

| SPECIES    | ESTIMATED VOLUME*                     | APP | RAISED PRICE |
|------------|---------------------------------------|-----|--------------|
| PULPWOOD   | · · · · · · · · · · · · · · · · · · · |     |              |
| MIX ASPEN  | 269.00 CORDS                          | \$  | 27.20/CORD   |
| MIX SOFTWD | 228.00 CORDS                          | \$  | 19.30/CORD   |
| MIX HARDWD | 176.00 CORDS                          | \$  | 11.30/CORD   |

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

| SPECIES    | ESTIMATED VOLUME* | API | PRAISED PRICE |
|------------|-------------------|-----|---------------|
| SAWLOGS    |                   |     |               |
| RED MAPLE  | 5.20 MBF          | \$  | 63.00/MBF     |
| B.T. ASPEN | 2.30 MBF          | \$  | 84.00/MBF     |

\*The volumes are statistically estimated within plus (+) or minus (-) 15.33 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 \$725.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

| PAYMENT | UNIT | NUMBER | PERCENT | OF | TOTAL | SALE | VALUE |
|---------|------|--------|---------|----|-------|------|-------|
|         | 1    |        |         |    | 70%   |      |       |
|         | 2    |        |         |    | 30%   |      |       |

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



Retention Acon And Paint Comp: 26

Stand: 33 & 40

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| Forest Manageme   | ent Unit   | Count                               | у   |                                 | Mapped                                | 3y C. S  | tevens       |                        |                            | Date                            |  | Page   | of        |
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| Township<br>30N   | Range<br>04E   | Section(s) a                        |   |                                 | NWSW                                  |  |              |                        |                            | Scale:                          | 4 inch =   | = 1 mile   |           |
| 30N   | LOAE   | 7: NI/25.                           |   |                                 |                                       |  |              |                        |                            | )<br>De                         | ensity   |  |           |
| A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwood F = Spruce Fir | G = Grass<br>H = Hemlo<br>J = Jack P<br>L = Lowlan<br>ds M = Mpl, B<br>N = Marsh | O Ck P: ine Q d Brush R Ch, Brch S: | = Oak<br>= Lowland I<br>= Mixed Sw<br>= Red Pine<br>= Black Spr<br>= Tamarack | Poplar<br>vamp Cnfr<br>ruce     | U = U <sub>I</sub><br>V = Bo<br>W = V | oland Brush<br>og or Marsh<br>Vhite Pine<br>on Stocked<br>ater |              | 2 = Seedl<br>3 = Seedl |                            | g Poor<br>g Medium<br>g Well    | 5 = Pole Ti<br>6 = Pole Ti<br>7 = Saw Ti<br>8 = Saw Ti<br>9 = Saw Ti | mber Well<br>mber Poor<br>mber Medi<br>mber Well |           |
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| Sale Boundary:<br>(Red Paint)   | -XX-   |                                     |   |                                 | 1<br>1<br>1<br>1<br>1<br>1            |  |              |                        |                            | 1<br>1<br>1<br>1<br>1<br>1<br>1 | <br>   |  |           |
| Private Boundary<br>(Blue Paint)  | y:<br><del></del>  |                                     |   |                                 |                                       |  |              |                        |                            |                                 |  | ,54  | i<br>How  |
| Jnit Boundary: yellow Paint)  | N.A.   |                                     |   |                                 |                                       |  |              |                        | 100                        |                                 |  |  | 4 1 5 2 3 |
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| wo-Track:   | Pro 100 100 100  | Unit #                              | Acres<br>30   |                                 |                                       |  | Hibne        | r Road 12              |                            |                                 | 8 8 1  | UIshaff  | EB 10     |

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Bell Rd

Banks Road 215 Cohoon Road

#### Sale Specific Conditions & Requirements

Sale Name: Double Trouble Aspen Sale Number: 54-031-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

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

Note that mixed softwood is spruce, balsam, red pine and white pine. Mixed hardwood is red maple, ash and paper birch.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 1 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.12 - No new roads (6/10)

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

#### 4.2 - Maintenance

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

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

#### 4.3 - Public Right-of-Way

#### Sale Name: Double Trouble Aspen Sale Number: 54-031-10-01

4.3.1 - MDOT R-O-W (2/04)

The Michigan Department of Transportation (MDOT) must be contacted prior to harvesting timber within the MDOT right-of-way.

#### 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 locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (9/09)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (2/04)

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

#### 5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of forest roads.

#### 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 (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as 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

5.2.4.4 - Dead and down creation, grouse (9/09)

#### Sale Name: Double Trouble Aspen Sale Number: 54-031-10-01

To encourage grouse and other wildlife, in Payment Unit(s) 1 and 2 leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the cut unit. This can be an unmerchantable piece or a full tree.

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

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

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

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

#### 5.4 - 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.

### BOETCHER ROAD JACK PINE (014-10-01) T29N, R01E, SEC. 36, E1/2SE, NWSE, SWNE. MONTMORENCY COUNTY

In response to the notice of sale to be held 10:00 a.m. on December 14, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

| SPECIES   | APPRAISED PRI | CE BID PRICE | ESTIMATED VOLUME* | = VALUE                               |
|-----------|---------------|--------------|-------------------|---------------------------------------|
| SAWLOGS   |               |              |                   |                                       |
| MIXED OAK | \$ 91.00/MBF  | \$X          | 16.00 MBF         | = \$                                  |
| PULPWOOD  |               |              |                   |                                       |
| Q. ASPEN  | \$ 12.95/COR  | D \$X        | 134.00 CORDS      | = \$                                  |
| JACK PINE | \$ 13.40/COR  | D \$ X       | 538.00 CORDS      | = \$                                  |
| MIXED OAK | \$ 5.00/COR   | D \$ X       | 189.00 CORDS      | = \$                                  |
|           |               |              |                   |                                       |
|           |               |              | SUBTOTAL 1 \$     | · · · · · · · · · · · · · · · · · · · |

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

| SPECIES<br>SAWLOGS    | APPRAISED PRICE    | ESTIMATED VOLUME*   | VALUE       |
|-----------------------|--------------------|---------------------|-------------|
| JACK PINE<br>PULPWOOD | \$ 37.00/MBF       | 17.00 MBF           | = \$ 629.00 |
| RED MAPLE             | \$ 11.65/CORD      | 14.00 CORDS         | = \$ 163.10 |
|                       |                    | SUBTOTAL 2          | \$ 792.10   |
|                       | SUBTOTAL 1 + SUBTO | TAL 2 = TOTAL BID V | /ALUE \$    |

<sup>\*</sup>These volumes are statistically estimated within plus (+) or minus (-) 19.23%. 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



Title

### Michigan Department of Natural Resources & Environment Forest Management Division

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

| FOR DEPARTMENT USE ONLY          |  |
|----------------------------------|--|
| Sale Number (XX – XXX – XX – XX) |  |
|                                  |  |
| Forest Management Unit:          |  |
|                                  |  |
| Forest Management Unit:          |  |

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

| Part 525 of Act 451 of 1994  | 4, as amended.   |  |  |  |  |  |
|--|--|--|--|--|--|--|
| VERIFICATION OF W  | ORKER'S DISA   | ABILITY COMPENSATION ACT COMPLIANCE  |  |  |  |  |
| This verification must be completed an sale contract.  | d submitted wit  | hin 21 days of contract award and prior to the issuance of the timber                    |  |  |  |  |
|  | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. |  |  |  |  |  |
| All Information must be typed or printe  | d except for writ  | tten signatures.   |  |  |  |  |
| Please Check Appropriate Categories:   |  |  |  |  |  |  |
| My business is organized as (you muse A. ☐ Sole Proprietorship (individual)     B. ☐ Partnership     C. ☐ Corporation                        | <b>st</b> check <u>one</u> of  | the boxes below):  |  |  |  |  |
| Worker's Compensation Laws.  B.  | proprietorship a<br>isfied its obligation<br>ev. 5/96). I will p<br>f the BWC-337, p<br>orker's Compens<br>you <b>must</b> indicates<br>and active page  |  |  |  |  |  |
| Full-time E  | Employees  | Part-time Employees  |  |  |  |  |
| Name of Business   |  | Federal ID (or) Social Security No.  |  |  |  |  |
| Address  |  | Telephone ( )  |  |  |  |  |
| City   | State  | ZIP  |  |  |  |  |
| I hereby certify that the above information is occur in factors affecting my coverage during Signature of Owner or Authorized Representative |  | ct. I agree to notify the Michigan DNRE of any changes that esent and future operations. |  |  |  |  |
|  |  |  |  |  |  |  |

Date

## LEWISTON OAK (016-10-01) T29N, R01E, SEC. 31, E2SE. T29N, R01E, SEC. 32, W2SE, W2SW, NESW. MONTMORENCY COUNTY

In response to the notice of sale to be held 10:00 a.m. on December 14, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

| SPECIES   | APPRAISED PRICE | BID PRICE | ESTIMATED VOLUME* | = VALUE |
|-----------|-----------------|-----------|-------------------|---------|
| SAWLOGS   |                 |           |                   |         |
| MIXED OAK | \$ 109.00/MBF   | \$X       | 131.00 MBF        | = \$    |
| PULPWOOD  |                 |           |                   |         |
| JACK PINE | \$ 13.60/CORD   | \$X       | 292.00 CORDS      | = \$    |
| MIXED OAK | \$ 5.15/CORD    | \$X       | 614.00 CORDS      | = \$    |
| MIX ASPEN | \$ 24.45/CORD   | \$X       | 185.00 CORDS      | = \$    |
|           |                 |           |                   |         |
|           |                 |           | SUBTOTAL 1 \$     |         |

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

| SPECIES   | APPRAISED PRICE | ESTIMATED VOLUME*     | VALUE         |
|-----------|-----------------|-----------------------|---------------|
| SAWLOGS   |                 |                       |               |
| RED OAK   | \$ 152.00/MBF   | 7.00 MBF              | = \$ 1,064.00 |
| JACK PINE | \$ 44.00/MBF    | 40.00 MBF             | = \$ 1,760.00 |
| MIX ASPEN | \$ 57.00/MBF    | 16.00 MBF             | = \$ 912.00   |
| PULPWOOD  |                 |                       |               |
| RED MAPLE | \$ 12.60/CORD   | 119.00 CORDS          | = \$ 1,499.40 |
| WHITE OAK | \$ 5.15/CORD    | 68.00 CORDS           | = \$ 350.20   |
|           |                 | SUBTOTAL 2            | \$5,585.60    |
|           | SUBTOTAL 1 + SU | UBTOTAL 2 = TOTAL BID | VALUE \$      |

<sup>\*</sup>These volumes are statistically estimated within plus (+) or minus (-) 8.57%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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



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

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

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

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

| of Act 451 of 1994, a  |   | 1 020                                      | . 5.551, 1154.  |                                  |
|--|---|--|---|----------------------------------|
| VERIFICATION OF  | WORKER'S DISABILI   | TY COMPENS                                 | ATION ACT COMPLIANCE  |                                  |
| This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.  |   |  |   |                                  |
|  | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 2 days of the contract award and prior to the issuance of the timber sale contract. |  |   | within 21                        |
| All Information must be typed or printed except for written signatures.  |   |  |   |                                  |
| Please Check Appropriate Categories:   |   |  |   |                                  |
| <ul> <li>My business is organized as (you must check <u>one</u> of the boxes below):</li> <li>A.   Sole Proprietorship (individual)</li> <li>B.   Partnership</li> <li>C.   Corporation</li> </ul> |   |  |   |                                  |
| Worker's Compensation Laws.  B. I certify that my business has sa Notice of Exclusion (BWC-337, R award. (For questions or a copy of   | atisfied its obligation to<br>ev. 5/96). I will provide<br>f the BWC-337, please  | the Worker's ea copy of the call the Worke | ees but the sole proprietor. I am not su<br>Compensation Act through the use of an<br>Notice of Exclusion within 21 days of the<br>Second Sureau at 517-322-119<br>Provide an original Certificate of Insurance | n approved<br>ne contract<br>5). |
| <ol> <li>If you have checked item 2(A) or 2(B),<br/>including family members and active parti</li> </ol>   |   |  | h full and part time employees other th   | an yourself                      |
| Full Time  | e Employees   |  | Part Time Employee  | es                               |
| Name of Business   |   | Federal ID (or) S                          | ocial Security No.  |                                  |
| Address  |   | Telephone No.                              |   |                                  |
| City   | State   | (  | Zip + 4   |                                  |
| hereby certify that the above information is tr<br>coverage during any of my present and future<br>Signature of Owner or Authorized Represer   | operations.   | to notify the DI                           | IR of any changes that occur in factors a   | fecting my                       |
| Title  |   | Date                                       |   |                                  |

## GATED HARDWOOD (030-10-01) T30N, R01E, SEC. 02, SW1/4. T30N, R01E, SEC. 03, E1/2SE, SWSE. MONTMORENCY COUNTY

In response to the notice of sale to be held 10:00 a.m. on December 14, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

| SPECIES    | APPRAISED PRICE | BID PRICE | ESTIMATED VOLUME* | = VALUE       |
|------------|-----------------|-----------|-------------------|---------------|
| SAWLOGS    |                 |           |                   |               |
| SUG. MAPLE | \$ 289.00/MBF   | \$X       | 19.60 MBF         | = \$          |
| BASSWOOD   | \$ 72.00/MBF    | \$X       | 51.40 MBF         | = \$ <u>·</u> |
| WHITE ASH  | \$ 88.00/MBF    | \$X       | 81.40 MBF         | = \$          |
| RED OAK    | \$ 188.00/MBF   | \$X       | 68.40 MBF         | = \$          |
| PULPWOOD   |                 |           |                   |               |
| MIX HARDWD | \$ 10.10/CORD   | \$X       | 350.00 CORDS      | = \$          |
|            |                 |           | SUBTOTAL 1 \$     |               |

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

| SPECIES   | APPRAISED PRICE     | ESTIMATED VOLUME* | VALUE       |
|-----------|---------------------|-------------------|-------------|
| SAWLOGS   |                     |                   |             |
| RED MAPLE | \$ 64.00/MBF        | 2.50 MBF          | = \$ 160.00 |
| BEECH     | \$ 41.00/MBF        | 5.70 MBF          | = \$ 233.70 |
| PULPWOOD  |                     |                   |             |
| BASSWOOD  | \$ 7.15/CORD        | 110.00 CORDS      | = \$ 786.50 |
| RED OAK   | \$ 15.75/CORD       | 62.00 CORDS       | = \$ 976.50 |
|           |                     | SUBTOTAL 2        | \$ 2,156.70 |
|           | SUBTOTAL 1 + SUBTOT | AL 2 = TOTAL BID  | VALUE \$    |

<sup>\*</sup>These volumes are statistically estimated within plus (+) or minus (-) 8.80%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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



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

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

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

|      | COMPENSATION ACT  | COMPLIANCE               |                   |                             |                             |
|------|---|--------------------------|-------------------|-----------------------------|-----------------------------|
|      | As required by Act 317, P.A. 1969 (Worke<br>of Act 451 of 1994, as  |                          | art 525           | Forest Area:                |                             |
|      | VERIFICATION OF   | WORKER'S DISABIL         | ITY COMPENS       | ATION ACT COMPLIANC         | E                           |
| •    | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.   |                          |                   |                             |                             |
| •    | In addition, if boxes 2B or 2C are check days of the contract award and prior to  |                          |                   |                             | t be submitted within 21    |
| •    | All Information must be typed or printed  | d except for written s   | ignatures.        |                             |                             |
| Ple  | ase Check Appropriate Categories:   |                          |                   |                             |                             |
| 1.   | My business is organized as (you must ch  | neck one of the boxes    | below):           |                             |                             |
| •    | A. Sole Proprietorship (individual)   | ppintimequa <sub>9</sub> | ,                 |                             |                             |
|      | B. Partnership  |                          |                   |                             |                             |
|      | C. Corporation  |                          |                   |                             |                             |
| 2.   | You must check one of the boxes below:  |                          |                   |                             |                             |
|      | A.  I certify that my business is a sol Worker's Compensation Laws.   | e proprietorship and it  | has no employ     | vees but the sole proprieto | r. I am not subject to the  |
|      | B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). |                          |                   |                             |                             |
|      | C.  I certify that my business has a Worker's 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), y including family members and active partn  |                          |                   | th full and part time emplo | oyees other than yourself   |
|      | Full Time   | Employees                |                   | Part <sup>-</sup>           | Time Employees              |
|      |   |                          |                   |                             |                             |
| Nan  | ne of Business  |                          | Federal ID (or) S | Social Security No.         |                             |
| Add  | ress  |                          | Telephone No.     |                             |                             |
| City |   | State                    |                   | Zip + 4                     |                             |
|      | reby certify that the above information is truerage during any of my present and future of  |                          | to notify the Di  | NR of any changes that oc   | cur in factors affecting my |
|      |   | •                        |                   |                             | · ·                         |
|      |   |                          |                   |                             |                             |
| _    | Signature of Owner or Authorized Represen   | tativo                   |                   |                             |                             |
|      | orginature of Owner of Authorized Represen  | nanve                    |                   |                             |                             |
| -    | itle  |                          | <br>Date          | Δ                           |                             |
|      | IUC   |                          | Date              | <u> </u>                    |                             |

# DOUBLE TROUBLE ASPEN (031-10-01) T30N, R04E, SEC. 07, N1/2SE, NESW. T30N, R04E, SEC. 09, NWSW. MONTMORENCY COUNTY

In response to the notice of sale to be held 10:00 a.m. on December 14, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

| SPECIES   | APPRAISED PRIC                         | E BID PRICE  | ESTIMATED VOLUM  | ME* = VALUE                            |
|---|--|--|--|--|
| PULPWOOD  |  |  |  |  |
| MIX ASPEN   | \$ 27.20/CORE                          | \$X  | 269.00 CORDS   | = \$                                   |
| MIX SOFTWD  | \$ 19.30/CORD                          | \$X  | 228.00 CORDS   | = \$                                   |
| MIX HARDWD  | \$ 11.30/CORD                          | \$X  | 176.00 CORDS   | = \$                                   |
|   |  |  | SUBTOTAL 1   | 3                                      |
| In addition, the succappraised price:   | cessful bidder agre                    | es to purchase the   | following specie   | es at the                              |
| SPECIES   | APPRAISED PRICE                        | ESTIMATED  | VOLUME* VA   | LUE                                    |
| SAWLOGS   |  |  |  |  |
| RED MAPLE   | \$ 63.00/MBF                           | 5.20   | MBF = \$   | 327.60                                 |
| B.T. ASPEN  | \$ 84.00/MBF                           | 2.30   | MBF = \$   | 193.20                                 |
|   |  | នា   | UBTOTAL 2 \$   | 520.80                                 |
|   | SUBTOTAL 1 +                           | SUBTOTAL 2 =   | TOTAL BID VALUE \$   |  |
| *These volumes are st<br>estimated volumes ar<br>to examine this timb                           | e final and not sulver and to make the | bject to adjustment ir own estimates of  e rejected, and the | t. Prospective b<br>f quantity and qu<br>at the individual | idders are urged ality. unit bid price |
| will be the basis to<br>must be bid or the bi<br>awarding a contract w<br>contract based upon e | d form may be reje                     | cted. I also under:<br>my past performance                   | stand that consid<br>e and ability to                      | eration and                            |
| (bidder's p   | printed name)                          | (bidder's s:   | ignature)  | _                                      |
| Address/Telephone   |  |  |  |  |

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



Michigan Department of Natural Resources & Environment Forest Management Division

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

| FOR DEPARTMENT USE ONLY          |
|----------------------------------|
| Sale Number (XX – XXX – XX – XX) |
| Forest Management Unit:          |

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

| VERIFICATION OF WORKER'S DIS   | SABILITY COMPENSATION ACT COMPLIANCE   |  |
|--|--|--|
| This verification must be completed and submitted wi sale contract.  | ithin 21 days of contract award and prior to the issuance of the timber  |  |
| In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. |  |  |
| All Information must be typed or printed except for written signatures.  |  |  |
| Please Check Appropriate Categories:   |  |  |
| My business is organized as (you <b>must</b> check <u>one</u> of A. ☐ Sole Proprietorship (individual)     B. ☐ Partnership     C. ☐ Corporation   | f the boxes below):  |  |
| 2. You <b>must</b> check <u>one</u> of the boxes below:  |  |  |
| A. I certify that my business is a sole proprietorship a Worker's Compensation Laws.   | and it has no employees but the sole proprietor. I am not subject to the                                       |  |
| <ul> <li>B.</li></ul>  |  |  |
| If you have checked item 2(A) or 2(B), you <b>must</b> indice than yourself, including family members and active parts.  | cate the number of <b>both</b> full-time and part-time employees, other artners (if none, you must enter "0"). |  |
| Full-time Employees  | Part-time Employees  |  |
| Name of Business   | Federal ID (or) Social Security No.  |  |
| Address  | Telephone ( )  |  |
| City State   | ZIP  |  |
| I hereby certify that the above information is true and corre<br>occur in factors affecting my coverage during any of my pr  | ect. I agree to notify the Michigan DNRE of any changes that resent and future operations.                     |  |
| Signature of Owner or Authorized Representative  |  |  |
| Title  | Date   |  |