

## DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT STATE OF MICHIGAN

#### TIMBER SALE PROSPECTUS

SALE TIME, DATE AND LOCATION
10:00 a.m. on October 27, 2010
SHINGLETON

Notice is hereby given that bids will be received by the Unit Manager, SHINGLETON 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.

COWHEAD SALE / T40N, R18W, SEC. 15, SWSE, S1/2NW, NENW, W1/2NE, NENE.

DELTA COUNTY (Appr. \$32,750.65)

SALE ACRES: 75

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

Access may be through private or state forest land.

SCARED COYOTE / T38N, R19W, SEC. 23, N1/2NE.

DELTA COUNTY (Appr. \$8,571.70)

SALE ACRES: 21

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

Access may be through private or state forest land.

PATHWAY PINE / T49N, R15W, SEC. 31, SWSE, SESW, NWSE, NESE.

T49N, R15W, SEC. 32, SWNW, NWSW.

SCHOOLCRAFT COUNTY (Appr. \$16,354.20)

Sale acres: 53

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

Access may be through state forest land.

KINGSTON CONSTRUCTION / T49N, R15W, SEC. 32, NWSW, SWSW, NESW, SESW, NWSE, SWSE.

T49N, R15W, SEC. 32, NESE, SESE, SENE.

ALGER COUNTY (Appr. \$34,547.30)

Sale acres: 167

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

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, Shingleton Management Unit, M-28 West, PO Box 67, Shingleton, MI 49884, no later than 10:00 a.m. on October 27, 2010. For further information concerning this sale, contact the Unit Manager at 906-452-6227.
- 2. <u>Bidder's Qualifications:</u> Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. 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. <u>Down Payment</u>: The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. Performance Security: As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
- 9. 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 <a href="https://www.michigan.gov/dnr">www.michigan.gov/dnr</a>. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

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

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

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

REBECCA A. HUMPHRIES Director

#### COWHEAD SALE (005-10-01)

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			
P. BIRCH	341.00 CORDS	\$	13.40/CORD
BALSAM FIR	194.00 CORDS	\$	16.85/CORD
MIX HARDWD	701.00 CORDS	\$	19.55/CORD

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

SPECIES	ESTIMATED VOLU	ME* AF	PRAISED PRICE
SAWLOGS			_
RED MAPLE	8.30 MBF	\$	131.00/MBF
P. BIRCH	6.90 MBF	\$	216.00/MBF
RED PINE	1.10 MBF	\$	128.00/MBF
PULPWOOD			
B. POPLAR	109.00 COR	DS \$	19.55/CORD
W. SPRUCE	58.00 COR	DS \$	11.70/CORD
B. SPRUCE	38.00 COR	DS \$	17.05/CORD
WHITE PINE	16.00 COR	DS \$	19.00/CORD
RED PINE	68.00 COR	DS \$	30.20/CORD
JACK PINE	1.00 COR	DS \$	27.35/CORD
MIX ASPEN	173.00 COR	DS \$	15.30/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.9 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 \$1,638.00, 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				06%			
	2				54%			
	3				34%			
	4				06%			

- 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.

Forest Management Unit

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

TIMBER SALE MAP

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

County

Sale Number

Year

Petrelius Mapped By elta hin aleton Cruised By YETICITUS, BUINTS Section(s) and Subdivision(s) Township Range SYANW, NENW, WYANE, NENE .....| = 1 mile 15: SWSE 40N Cover Type Density A = Aspen G = Grass O = Oak U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch C = Cedar V = Bog or Marsh W = White Pine 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium H = Hemlock P = Lowland Poplar 6 = Pole Timber Well J = Jack Pine Q = Mixed Swamp Cnfr 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 N = Marsh F = Spruce Fir T = Tamarack Lowhead M183 5 acres Powerline Bi C6 9 B a COOKS/GARDEN GRADE 1.5 miles 10 -Legen blue line Big Woods road closed toad Bay GPS-45.860 N 86.506 W DeNoi urvey corner - powertine

#### Sale Specific Conditions & Requirements

Sale Name: Cowhead Sale Sale Number: 41-005-10-01

#### 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. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2, 3, and 4, cut all trees which meet minimum piece specifications in 2.2 Utilization except cedar, hemlock, oak, and all white pine marked with green paint. Reserve trees identified in accordance with 2.4.2 - Reserve trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

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

#### 2.2 - Utilization

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

Stump heights within payment Unit 1 shall not exceed 8 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 12 inches DBH. This is in order to facilitate future planting operations.

#### 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 2, 3, and 4, tops may not be chipped.

#### 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 hemlock and oak. 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 \$100 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

Section Name: Sale Specific

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

Payment unit(s) 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.

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.1.2 - Stream crossings, specific (4/09)

Access to units 2, 3, and 4 may require crossing a small creek, approximately 2 feet wide. The purchaser is responsible for designing a crossing and submitting a plan to the Shingleton Unit office for approval. If approved, the purchaser is responsible for obtaining the necessary DEQ permits for the crossing. All materials are the purchasers responsibility. Crossing structure must be removed upon completion of the sale. This installation and removal will be performed in accordance with the specifications on the appropriate permits which shall be provided by the purchaser.

## 4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other designated timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

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

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

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

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

#### 4.2 - Maintenance

#### 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.

#### 4.4 - Access

#### 4.4.1 - Private property access (12/08)

Permission for access across private land is the responsibility of the purchaser. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

#### 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 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.

#### 5.1.6 - Utility R.O.W. (10/08)

It is the responsibility of the purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

#### 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.

#### 5.2.4 - 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.

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (12/04)

It is recommended, but not required, that within Payment Unit(s) 3 and 4, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. This restriction is because of wet soils.

#### 5.2.37 - No decking areas (12/08)

No decking is allowed within 100 feet of creeks shown on sale map.

#### 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 Cooks/Garden Grade is a snowmobile trail and is approximately 1.5 miles east of the sale. 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. and prior to December 1. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31 without permission from the Unit Manager. If permission is granted, then a snowcovered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

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

#### 5.4.3 - Erosion control (12/08)

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

#### 5.8 - 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.

#### 7 - Other Conditions

Section Name: Sale Specific

#### 7.3.1 - Emerald Ash Borer

Section Name: Sale Specific

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

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

#### SCARED COYOTE (011-10-01)

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
PULPWOOD		
P. BIRCH	93.00 CORDS	\$ 13.95/CORD
B. SPRUCE	126.00 CORDS	\$ 19.00/CORD
MIX ASPEN	85.00 CORDS	\$ 16.25/CORD
MIX HARDWD	84.00 CORDS	\$ 17.30/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 MAPLE	1.30	MBF	\$	113.00/MBF
P. BIRCH	.50	MBF	\$	260.00/MBF
RED PINE	.80	MBF	\$	147.00/MBF
PULPWOOD				
BALSAM FIR	51.00	CORDS	\$	14.95/CORD
N.W. CEDAR	8.00	CORDS	\$	16.75/CORD
TAMARACK	36.00	CORDS	\$	8.50/CORD
WHITE PINE	3.00	CORDS	\$	18.65/CORD
RED PINE	12.00	CORDS	\$	32.75/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 19.46 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 \$429.00, 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 1	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
1				34%		
2				15%		
3				51%		

- 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.

( DNR DNR	TIMBER S	ces - Forest, Mineral & Fire N SALE MAP Part 525 of Act 451, PA 1994, as a		Sale Number Year
Forest Management Unit	County Delta	Mapped By Petreli	•	Date 3 - 4 - 10 Page of 1
Shingleton Township 38N Range 19W Section	on(s) and Subdivision(s)	Cruised By PETRINS	. Burnis	Scale:   4     = 1 mile
SUV TW	ス多・/V // over Type	<b>₹/</b> / E		Density
A = Aspen         G = Grass           B = Paper Birch         H = Hemlock           C = Cedar         J = Jack Pine           D = Treed Bog         L = Lowland Brush           E = Swamp Hdwoods         M = Mpl, Bch, Brch           F = Spruce Fir         N = Marsh	O = Oak · P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce T = Tamarack	U = Upland Brush V = Bog or Marsh W = White Pine X = Non Stocked Z = Water	0 = Non Stocked 1 = Seedling Sapling 2 = Seedling Sapling 3 = Seedling Sapling 4 = Pole Timber Poo	Medium 7 = Saw Timber Poor Well 8 = Saw Timber Medium
Scared Coyote 21 acres				
Coyote	Private	,	Private	
21 acres	KK Road			
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Point Detour			Survey C OBB Uni	orner

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#### Sale Specific Conditions & Requirements

Sale Name: Scared Coyote Sale Number: 41-011-10-01

#### 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. 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, cut all aspen and hardwood 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. In addition, cut all other trees except hemlock and oak which meet minimum piece specifications in 2.2 Utilization. Reserve trees identified in accordance with 2.4.2 - Reserve trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.1.2 - 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 pine, white pine, hemlock, and oak. Reserve trees identified in accordance with 2.4.2 - Reserve trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 3, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except hemlock, oak, and trees marked with green paint above and below stump height.

#### 2.2 - Utilization

#### 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

Page 1 of 4

#### 2.4 - Special Protection

Section Name: Sale Specific

#### Sale Name: Scared Coyote Sale Number: 41-011-10-01

#### 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 hemlock and oak. Also, trees marked with green paint above and below stump height are reserve trees. 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 \$100 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.4 - Access

#### 4.4.1 - Private property access (12/08)

Permission for access across private land has been obtained by the DNR. Please contact sale administrator for location of easement.

#### 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 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

#### 5.2.1.2 - 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)

#### Sale Name: Scared Coyote Sale Number: 41-011-10-01

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 - 3, unless changed by written agreement, cutting and skidding are limited to the period of October 15 to April 1. This restriction is because of deer yard management.

#### 5.2.4 - Dead and Down Creation

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

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

#### 5.2.37 - No decking areas (12/08)

No decking is allowed outside of sale boundary without permission of 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.

#### 5.5 - Protection of Improvements

#### 5.5.3 - Protection of improvements detail (8/04)

The following are specific protection measures for this sale. All harvesting operations are confined to sale boundaries and existing roads only. No soil disturbance is allowed outside of sale boundary.

#### 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.

#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

## Sale Name: Scared Coyote Sale Number: 41-011-10-01

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

#### PATHWAY PINE (019-10-01)

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
PULPWOOD		
RED PINE	452.00 CORDS	\$ 29.25/CORD
JACK PINE	107.00 CORDS	\$ 26.15/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 PINE	2.20 MBF	\$	101.00/MBF
PULPWOOD			
Q. ASPEN	4.00 CORDS	\$	20.10/CORD
WHITE PINE	3.00 CORDS	\$	10.85/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 14.62 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 \$818.00, 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				15%		
	2				34%		
	3				42%		
	4				09%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2013.

Michigan Department of Natural Resources-Forest Management Division Sale No. Sale Type Year TIMBER SALE MAP 019 10 01 This information provided under authority of Part 525, Act 451 of 1994, as amended. Date: 06/16/10 State Forest and Forest Management Unit: Crused By: Rick Hill Shingleton FMU Range 15W Township Section(s) Subdivision Scale: 1:15840 49N 31,32 NESE, NWSE, SWSE, SESW of 31 & NWSW, SWNW of 32 Density Cover Type V=Bog or Marsh W=White Pine 7=Saw Timber Poor 8=Saw Timber Medium H=Hemlock P=Lowland Poplar 1=Non Stocked A=Aspen 2=Seedling Sapling Poor 3=Seedling Sapling Well Q=Mixed Swamp Cnfr R=Red Pine B=Paper Birch C=Cedar J=Jack Pine L=Lowland Brush X=Non Stocked 9=Saw Timber Well E=Swamp Hdwoods M=Mpl, Bch, Brch S=Black Spruce Z=Water 4=Pole Timber Poor 5=Pole Timber Medium F=Spruce Fir G=Grass N=Marsh T=Tamarack U=Upland Brush 6=Pole Timber Well Pathway Pine Uhit 3 R6 XI. R6 W9 Unit 2 Kingston Ję R6 32 31 R6 Unit 4 0 R6 R6 W9 Roads W6 U U0 Two tracks Sale area (red paint line) reserve area (red paint line) Unit 1 6 Ac N R6 Pathway Unit 1 Unit 2 20 Ac Unit 3 23 Ac Unit 4 4 Ac Sale Total 54 Ac

#### Sale Specific Conditions & Requirements

Sale Name: Pathway Pine Sale Number: 41-019-10-01

#### 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 Red paint. Exterior sale boundary lines against state are marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 4, cut all trees which meet minimum piece specifications in 2.2 Utilization except Red pine, White pine, Oak and Hemlock.

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

Within Payment Unit(s) 1, 2 and 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all Aspen and Jack Pine

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

Note that no piling of slash in advance of chipping will be allowed in Units 3 and 4.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 8 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 12 inches DBH. This is in order to facilitate future planting operations.

#### 4 - Transportation

#### 4.1 - Construction

Section Name: Sale Specific

#### 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.

#### Sale Name: Pathway Pine Sale Number: 41-019-10-01

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

All new roads must be evaluated for possible closure. 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. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.2 - 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

#### 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 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

#### 5.2.1.2 - 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.

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

No slash or tree tops, within Payment Units 3 and 4, may exceed 24 inches in height.

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

To facilitate reforestation, the sale area 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.

Sale Name: Pathway Pine Sale Number: 41-019-10-01

#### 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 not permitted during the period of December 1 to March 31. This restriction is because H-58 is a snowmobile trail.

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

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

#### 5.2.4 - Dead and Down Creation

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

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

#### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of H-58 without permission of the Alger County Road Commission and the Unit Manager.

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

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

#### 5.2.40 - Pathway protection (6/09)

The Fox River Pathway is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 10-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run skidding or trucking down the pathway.

#### 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.

#### Sale Name: Pathway Pine Sale Number: 41-019-10-01

#### 5.4.3 - Erosion control (12/08)

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

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (4/09)

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The purchaser is responsible for posting and maintaining caution signs on H-58 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### KINGSTON CONSTRUCTION (026-10-01)

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
PULPWOOD		
RED PINE	1,085.00 CORDS	\$ 28.85/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED PINE	6.30 MBF	\$ 130.00/MBF
PULPWOOD		
RED MAPLE	2.00 CORDS	\$ 15.40/CORD
WHITE PINE	5.00 CORDS	\$ 11.40/CORD
JACK PINE	82.00 CORDS	\$ 26.15/CORD
MIX ASPEN	9.00 CORDS	\$ 21.55/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.12 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 \$1,728.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 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				32%		
	2				05%		
	3				06%		
	4				07%		
	5				06%		
	6				02%		
	7				06%		
	8				14%		
	9				05%		
	10				10%		
	11				07%		

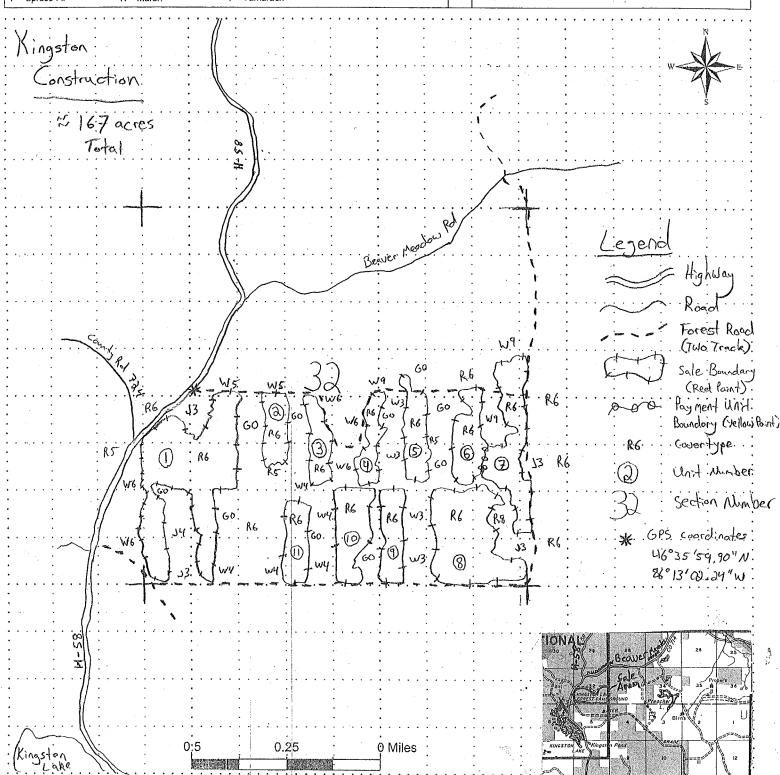
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2013.

DNR DNR

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

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

Date Page of
Anich 7/15/2010 1
SE, SESE, SENE
Density
= Non Stocked 5 = Pole Timber Medium = Seedling Sapling Poor 6 = Pole Timber Well 7 = Seedling Sapling Medium 7 = Saw Timber Poor 8 = Saw Timber Medium = Pole Timber Poor 9 = Saw Timber Well



#### Sale Specific Conditions & Requirements

Sale Name: Kingston Construction Sale Number: 41-026-10-01

#### 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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut painted boundary line trees unless also marked with orange 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

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

Within Payment Unit(s) 1-11, all red and white pine trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. All other trees are designated for cutting which meet minimum piece specifications in 2.2 Utilization. EXCEPTION: Do not cut any reserve trees identified in 2.4.2 Reserve trees. Do not cut any red maple or black cherry in Payment Units 8-11.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 8 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 12 inches DBH. This is in order to facilitate planting operations.

#### 2.2.11 - Chipping restriction (9/09)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. No piling or slash in advance of chipping will be allowed within visual sight of H-58.

#### 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 any hemlock or oak. 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 \$75 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 4 - Transportation

#### 4.1 - Construction

#### Sale Name: Kingston Construction Sale Number: 41-026-10-01

#### 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 scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

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

#### 4.2.2 - 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

#### 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 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

Sale Name: Kingston Construction Sale Number: 41-026-10-01

#### 5.2.1 - Slash

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

To facilitate reforestation, the sale area 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) 1-11, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 1 to March 31. This restriction is because H-58 is a snowmobile trail.

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

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

#### 5.2.4 - Dead and Down Creation

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

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

#### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of H-58 without permission of the Alger County Road Commission and the Unit Manager.

#### 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.

Sale Name: Kingston Construction Sale Number: 41-026-10-01

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (4/09)

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The purchaser is responsible for posting and maintaining caution signs on H-58 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

## COWHEAD SALE (005-10-01)

T40N, R18W, SEC. 15, SWSE, S1/2NW, NENW, W1/2NE, NENE.

DELTA COUNTY

In response to the notice of sale to be held 10:00 a.m. on October 27, 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 PULPWOOD	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME*	= VALUE
P. BIRCH	\$ 13.40/CORD	\$ X	341.00 CORDS	= \$
BALSAM FIR	\$ 16.85/CORD	\$X	194.00 CORDS	= \$
MIX HARDWD	\$ 19.55/CORD	\$X	701.00 CORDS	= \$
			SUBTOTAL 1 \$	

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

PECIES	APPF	RAISED PRICE	ESTIMATED	VOLUME*		VALUE
SAWLOGS						
RED MAPLE	\$	131.00/MBF	8.30	MBF	=	\$ 1,087.30
P. BIRCH	\$	216.00/MBF	6.90	MBF	=	\$ 1,490.40
RED PINE	\$	128.00/MBF	1.10	MBF	=	\$ 140.80
PULPWOOD						
B. POPLAR	\$	19.55/CORD	109.00	CORDS	=	\$ 2,130.95
W. SPRUCE	\$	11.70/CORD	58.00	CORDS	=	\$ 678.60
B. SPRUCE	\$	17.05/CORD	38.00	CORDS	=	\$ 647.90
WHITE PINE	\$	19.00/CORD	16.00	CORDS	=	\$ 304.00
RED PINE	\$	30.20/CORD	68.00	CORDS	=	\$ 2,053.60
JACK PINE	\$	27.35/CORD	1.00	CORDS	=	\$ 27.35
MIX ASPEN	\$	15.30/CORD	173.00	CORDS	=	\$ 2,646.90

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$

\*These volumes are statistically estimated within plus (+) or minus (-) 10.9%. 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 printe	d name)		(	bidd	er's	sig	natu	re)		
Address/Teleph	one										
THE	WINNING	BIDDER	MUST	COMPLETE	THE	FORM	ON	THE	REVERSE	SIDE	



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

Signature of Owner or Authorized Representative

Title

	Part 525 of Act 451 of 1994, as ame	ended.				
	VERIFICATION OF WORKER	R'S DISABIL	ITY COMPENSA	FION 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 days of the contract award and prior to the issu					
•	All Information must be typed or printed excep	ot for written s	ignatures.			
Ple	lease Check Appropriate Categories:					
1.	<ul> <li>My business is organized as (you must check</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>	k <u>one</u> of the b	oxes below):			
2.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>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).</li> <li>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.</li> </ul>					
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").					
	Full-time Employe	es	_	Part-time Employees		
am	me of Business		Federal ID (or) Socia	Security No.	_	
ddr	dress		Telephone ( )			
ity	y State		ZIP		_	
	ereby certify that the above information is true a cur in factors affecting my coverage during any o					

Date

## SHINGLETON MANAGEMENT UNIT SHINGLETON

# SCARED COYOTE (011-10-01) T38N, R19W, SEC. 23, N1/2NE. DELTA COUNTY

In response to the notice of sale to be held 10:00 a.m. on October 27, 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 PULPWOOD	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME*	= VALUE
	4 10 05/5000		22 22 222	
P. BIRCH	\$ 13.95/CORD	\$X	93.00 CORDS	= Ş
B. SPRUCE	\$ 19.00/CORD	\$X	126.00 CORDS	= \$
MIX ASPEN	\$ 16.25/CORD	\$X	85.00 CORDS	= \$
MIX HARDWD	\$ 17.30/CORD	\$X	84.00 CORDS	= \$
			SUBTOTAL 1 \$	

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

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME* V	ALUE
SAWLOGS			<del></del>
RED MAPLE	\$ 113.00/MBF	1.30 MBF = \$	146.90
P. BIRCH	\$ 260.00/MBF	.50 MBF = \$	130.00
RED PINE	\$ 147.00/MBF	.80 MBF = \$	117.60
PULPWOOD			
BALSAM FIR	\$ 14.95/CORD	51.00  CORDS = \$	762.45
N.W. CEDAR	\$ 16.75/CORD	8.00 CORDS = \$	134.00
TAMARACK	\$ 8.50/CORD	36.00  CORDS = \$	306.00
WHITE PINE	\$ 18.65/CORD	3.00 CORDS = \$	55.95
RED PINE	\$ 32.75/CORD	12.00 CORDS = \$	393.00
		SUBTOTAL 2 \$	2,045.90

\*These volumes are statistically estimated within plus (+) or minus (-) 19.46%. 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.

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$

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)
(n = man)	(======================================
Address/Telephone	



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:

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 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 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. \top 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-time 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 Federal ID (or) Social Security No. Name of Business Telephone Address State ZIP City I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative

Date

# SHINGLETON MANAGEMENT UNIT SHINGLETON

#### PATHWAY PINE (019-10-01)

T49N, R15W, SEC. 31, SWSE, SESW, NWSE, NESE.
T49N, R15W, SEC. 32, SWNW, NWSW.
SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on October 26, 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 DVI DNOOD	APPRAISED PRICE	BID PRICE ESTIMAT	ED VOLUME* = VALUE
PULPWOOD RED PINE	\$ 29.25/CORD	\$ X 452.00	CORDS = \$
JACK PINE	\$ 26.15/CORD	\$X 107.00	
		SUBTOTA	L 1 \$
In addition, the suc appraised price:	ccessful bidder agrees	to purchase the following	g species at the
SPECIES	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAWLOGS			
RED PINE	\$ 101.00/MBF	2.20 MBF	= \$ 222.20
PULPWOOD			
Q. ASPEN	\$ 20.10/CORD	4.00 CORDS	= \$ 80.40
WHITE PINE	\$ 10.85/CORD	3.00 CORDS	= \$ 32.55
		SUBTOTAL 2	\$335.15
	SUBTOTAL 1 +	SUBTOTAL 2 = TOTAL BID	VALUE \$
estimated volumes ar	e final and not subje	d within plus (+) or minus ct to adjustment. Prospectown estimates of quantity	ctive bidders are urged
will be the basis to must be bid or the b awarding a contract	determine total bid bid form may be reject will be based upon my	rejected, and that the indivalue. All bids must be a ed. I also understand that past performance and abi r subject to my control.	signed and all bid items t consideration and
(bidder's	printed name)	(bidder's signature)	
Address/Telephone	3		

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:

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 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.				
•	<ul> <li>In addition, if boxes 2B or 2C are checked, then Notice of Exc days of the contract award and prior to the issuance of the tin</li> </ul>	lusion or Certificate of Insurance must be submitted within 21 nber sale contract.			
•	<ul> <li>All Information must be typed or printed except for written sig</li> </ul>	gnatures.			
Ple	Please Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. ☐ Sole Proprietorship (individual)				
	B. ☐ Partnership C. ☐ Corporation				
2.	2. You <b>must</b> check <u>one</u> of the boxes below:				
	A. \(\subseteq\) 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.				
	award. (For questions or a copy of the BWC-337, please of	a copy of the Notice of Exclusion within 21 days of the contract call the Worker's Compensation Bureau at 517-322-1195).			
	<ul> <li>C.          I certify that my business has a Worker's Compensation F days of the contract award.     </li> </ul>	Policy. I will provide an original Certificate of Insurance within 21			
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the than yourself, including family members and active partners</li> </ol>				
	Full-time Employees	Part-time Employees			
lam	lame of Business	ederal ID (or) Social Security No.			
\ddi	ddress T	elephone )			
ity	Sity State Z	IP .			
	hereby certify that the above information is true and correct. I a occur in factors affecting my coverage during any of my present a				
S	Signature of Owner or Authorized Representative				

Date

#### KINGSTON CONSTRUCTION (026-10-01)

T49N, R15W, SEC. 32, NWSW, SWSW, NESW, SESW, NWSE, SWSE.
T49N, R15W, SEC. 32, NESE, SESE, SENE.
ALGER COUNTY

In response to the notice of sale to be held 10:00 a.m. on October 26, 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 V	OLUME* = VALUE
PULPWOOD	•			
RED PINE	\$ 28.85/CORD	\$X	1,085.00 CO	RDS = \$
			SUBTOTAL 1	\$
In addition, the suappraised price:	uccessful bidder agree	s to purchase the	following sp	ecies at the
SPECIES SAWLOGS	APPRAISED PRICE	ESTIMATED	VOLUME*	VALUE
RED PINE	\$ 130.00/MBF	6.30	MBF =	\$ 819.00
PULPWOOD	·			•
RED MAPLE	\$ 15.40/CORD	2.00	CORDS =	\$ 30.80
WHITE PINE	\$ 11.40/CORD	5.00		\$ 57.00
JACK PINE	\$ 26.15/CORD	82,00	CORDS =	\$ 2,144.30
MIX ASPEN	\$ 21.55/CORD	9.00	CORDS =	\$ 193.95
		នប	JBTOTAL 2	\$3,245.05
	SUBTOTAL 1 +	SUBTOTAL 2 = T	OTAL BID VAL	UE \$
estimated volumes a	statistically estimatare final and not subjected and to make their	ect to adjustment.	Prospective	e bidders are urged
will be the basis t must be bid or the awarding a contract	any or all bids may be to determine total bid bid form may be reject will be based upon my a equipment and manpower.	value. All bids ted. I also unders y past performance	must be signostand that cone and ability	ed and all bid items nsideration and
(bidder's	printed name)	(bidder's si	gnature)	
Address/Telephon	Je			

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:

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 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-time 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 Citv State I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative

Date