

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

### **TIMBER SALE PROSPECTUS #4494**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on December 20, 2011. LOCATION: SHINGLETON MGMT UNIT, PO BOX 67 M-28 WEST, SHINGLETON, MI 49884.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

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

REDHEAD RIDGES (41-001-11-01) / T43N, R14W, SEC. 26, NWSW, SENW, SWNE.

T43N, R14W, SEC. 27, S1/2SE, NESE.

Schoolcraft County, Advertised Price \$19,535.20, 18.0 Acres

SALE NOTE: 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.

MY OWN HARDWOOD (41-002-11-01) / T47N, R16W, SEC. 24, SESE, NESE, NWSE, SWSE.

Schoolcraft County, Advertised Price \$17,568.80, 70.0 Acres

SALE NOTE: 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.

WET FOOT (41-005-11-01) / T42N, R16W, SEC. 10, S1/2SE.

T42N, R16W, SEC. 11, S1/2SW, SENE.

T42N, R16W, SEC. 14, NWNW.

T42N, R16W, SEC. 15, N1/2NE.

Schoolcraft County, Advertised Price \$13,933.75, 21.0 Acres

SALE NOTE: 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.

ASHFORD MIX (41-011-11-01) / T43N, R16W, SEC. 04, NENE, SWNE, NW, NWSW, N1/2SE, SWSE.

T43N, R16W, SEC. 05, NENE, SENE.

T43N, R16W, SEC. 09, N1/2NE.

Schoolcraft County, Advertised Price \$125,767.35, 180.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private, other public, or state forest land.

DOUGHNUT MARSH (41-013-11-01) / T43N, R14W, SEC. 19, NW, NE, SW, SE.

T43N, R14W, SEC. 20, NWSW, SESW.

Schoolcraft County, Advertised Price \$274,465.30, 248.0 Acres

SALE NOTE: 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 land.

STRAY BULLETS (41-027-11-01) / T43N, R16W, SEC. 24, E1/2SE.
T43N, R16W, SEC. 25, NE,SENW,N1/2SE,NESW.
Schoolcraft County, Advertised Price \$336,095.55, 232.0 Acres

SALE NOTE: 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.

# BID INSTRUCTIONS (VER. 10/20/2011):

# 1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, SHINGLETON OFFICE, PO BOX 67 M-28 WEST, SHINGLETON, MI 49884, no later than 10:00 a.m. (local time) on December 20, 2011. For further information concerning this sale, contact Robert Burnham at 906-452-6227.

### 2. Bidder's Qualifications (6/11)

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/FMD 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 (1/11)

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 (6/11)

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) the sale name or number and (b) 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 (1/11)

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 (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

### 7. Down Payment (1/11)

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 (1/11)

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 (1/11)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/dnr. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove

the included timber by the termination date.

### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (1/11)

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 (10/11)

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-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC Pure 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.

RODNEY STOKES Director

#### REDHEAD RIDGES (41-001-11-01)

T43N, R14W, SEC. 26; T43N, R14W, SEC. 27.

Schoolcraft County (Advertised Price \$19,535.20)

SALE NOTE: 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.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> | <u>ADV</u> | ERTISED PRICE |
|--------------------|-------------------------|------------|---------------|
| Sawlogs            |                         |            |               |
| Red Pine           | 87.80 MBF               | \$         | 169.00 / MBF  |
| Pulpwood           |                         |            |               |
| Red Pine           | 115.00 Cords            | \$         | 38.15 / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$309.75:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADVERTISED PRICE |              |  |  |
|--------------------|------------------|------------------|--------------|--|--|
| Sawlogs            |                  |                  |              |  |  |
| White Pine         | 3.50 MBF         | \$               | 58.00 / MBF  |  |  |
| Pulpwood           |                  |                  |              |  |  |
| White Pine         | 7.00 Cords       | \$               | 15.25 / Cord |  |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 3.50 percent. The estimated units 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 \$977.00 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 must 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

01

57%

02

43%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2013.

### Sale Name: Redhead Ridges Sale Number: 41-001-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint. Do not cut painted boundary line trees unless also marked with orange paint.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except trees marked with green paint above and below stump height and any oak or hemlock if they exist.

### 2.2 - Utilization

# 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1 and 2, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 1 and 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. Payment Unit splits will be by stand.

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/05)

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

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$500 per acre for all acreage within that specified portion of the sale area that was damaged.

### 3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are oak and hemlock if present. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated 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.

# 4.1.4 - 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)

Any new road except the one being built through Unit 1 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.

# 4.1.8 - Road work (1) (8/07)

The following road work is required: As indicated on the attached timber sale map the purchaser is responsible for constructing a new road, placing one rock weir and filling an existing hole on the snowmobile trail. The work involving the weir will include excavating the crossing and placing 25 cubic yards of 4-6 inch angular rock over the top of geotextile fabric. The excavation will entail digging out the crossing below the grade of the lowland area so when rock is placed in this crossing it will not inhibit sheetflow in the lowland area. The crossing will remain after the sale is complete. The hole to be filled will require placing 18 cubic yards of pit-run gravel in the hole and blading the area off. The purchaser is responsible for all costs associated with this roadwork.

### 4.4 - Access

### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

# 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 (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 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)

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

# 5.2.3 - Operating Restrictions

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

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

# 5.2.4 - Dead and Down Creation

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

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

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

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

# 5.2.41 - Snowmobile trail protection (9/11)

Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 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.

### 5.8 - 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

# 7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

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.

Section Name: Sale Specific Current as of 11/18/2011 8:34:32AM

| DNRE              |                     |             | 4                      | epartment of                            | Tı<br>rovided b          | MBER         | SALE        | MAP                        |                 |               | vision                         | Sale Num        | nber               |                             | Year<br>11       |
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### MY OWN HARDWOOD (41-002-11-01)

T47N, R16W, SEC. 24.

Schoolcraft County (Advertised Price \$17,568.80)

SALE NOTE: 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.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> | AD\ | /ERTISED PRICE |
|--------------------|-------------------------|-----|----------------|
| Sawlogs            |                         |     |                |
| Red Maple          | 15.00 MBF               | \$  | 126.00 / MBF   |
| Sugar Maple        | 9.00 MBF                | \$  | 515.00 / MBF   |
| Yellow Birch       | 4.40 MBF                | \$  | 227.00 / MBF   |
| Pulpwood           |                         |     |                |
| Beech              | 144.00 Cords            | \$  | 8.05 / Cord    |
| Mixed Hardwood     | 424.00 Cords            | \$  | 18.60 / Cord   |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$999.40:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADVERTISED PRICE |              |  |  |
|--------------------|------------------|------------------|--------------|--|--|
| Sawlogs            |                  |                  |              |  |  |
| Beech              | 5.40 MBF         | \$               | 41.00 / MBF  |  |  |
| Black Cherry       | 6.20 MBF         | \$               | 119.00 / MBF |  |  |
| Pulpwood           |                  |                  |              |  |  |
| Balsam Fir         | 2.00 Cords       | \$               | 20.10 / Cord |  |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.60 percent. The estimated units 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 \$880.00 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 must 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:

| , i ajinishi isi sash si ala lahatinig alihis h | act be made belove eathing begins in that anno |
|---|--|
| PAYMENT UNIT NUMBER                             | PERCENT OF TOTAL SALE VALUE                    |
| 01  | 5%   |
| 02  | 21%  |
| 03  | 17%  |
| 04  | 41%  |
| 05  | 16%  |
|   |  |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

# Sale Name: My Own Hardwood Sale Number: 41-002-11-01

#### 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 green 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 green paint. Do not cut painted boundary line trees unless also marked with orange paint. Special Protection Areas are bounded by yellow paint. (See 3.4.3 - Special Protection Areas.)

# 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, 4 and 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

### 2.2.11 - Chipping restriction (2/11)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped.

# 3 - Payments

# 3.4 - Damaged Timber

#### 3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are hemlock and oak if they occur. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

# 3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a yellow boundary line. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$500 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 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.

### 4.1.4 - 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 (10/11)

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 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.

### 4.3 - Public Right-of-Way

# 4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to County Road 450.

### 5 - Operations

#### 5.1 - Notification

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

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

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

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

# 5.2 - Conduct of Operations

# 5.2.1 - Slash

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

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

#### 5.2.1.2 - 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

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

Within Payment Unit(s) 1, 2, 3, 4 and 5, unless changed by written agreement, cutting and skidding are not permitted during the period of May 15 to July 15. This restriction is because of bark slippage.

# 5.2.3.9 - Beech hauling restriction (3/11)

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

# 5.2.4 - 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.

### 5.2.32 - Decking/landing restoration (9/10)

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.

# 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of County Road 450.

# 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.

### 5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

### 5.8 - Protection of Endangered Species

### 5.8.5 - 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

### 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.

# 7.5 - Loss

### 7.5.1 - Deteriorating timber (7/09)

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

Section Name: Sale Specific Current as of 11/18/2011 9:16:17AM

Michigan Department of Natural Resources-Forest Management Division Sale No. Year Sale Type TIMBER SALE MAP 002 11 01 This information provided under authority of Part 525, Act 451 of 1994, as amended. State Forest and Forest Management Unit: Crused By: Date: 5/11/2011 Shingleton FMU Hill, Bramer Township Section(s) Range Subdivision Scale: 1:15840 **T47N R16W** 24 SESE, NESE, NWSE, SWSE Cover Type 4 inches = 1 mile Density A=Aspen B=Paper Birch C=Cedar H=Hemlock P=Lowland Poplar Q=Mixed Swamp Cnfr V=Bog or Marsh W=White Pine X=Non Stocked 1=Non Stocked 2=Seedling Sapling Poor 3=Seedling Sapling Well 4=Pole Timber Poor 5=Pole Timber Medium 7=Saw Timber Poor 8=Saw Timber Medium 9=Saw Timber Well J=Jack Pine L=Lowland Brush R=Red Pine E=Swamp Hdwoods F=Spruce Fir M=Mpl, Bch, Brch S=Black Spruce Z≓Water N=Marsh T=Tamarack U=Upland Brush O=Oak 6≂Pole Timber Well н. My Own Hardwood County Roads Two tracks Unit 1 5ac Red Paint line Unit 2 15ac Green Unit lines Unit 3 20ac 0 Yellow Reserve Areas Survey Corners Unit 4 20ac Blue Pvt Boundry Unit 5 10ac **GPS** Point 46 deg 27' 08.74" 86 deg 14' 26.73" Cusino lake М6 Unit М5 M6 M6 M6 Wolf Lake TT

#### WET FOOT (41-005-11-01)

T42N, R16W, SEC. 10; T42N, R16W, SEC. 11; T42N, R16W, SEC. 14; T42N,

R16W, SEC. 15.

SALE NOTE: 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.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>ADV</u> | ERTISED PRICE |
|--------------------|------------------|------------|---------------|
| Sawlogs            |                  |            |               |
| Red Pine           | 40.40 MBF        | \$         | 133.00 / MBF  |
| White Pine         | 20.10 MBF        | \$         | 45.00 / MBF   |
| Pulpwood           |                  |            |               |
| Black Spruce       | 44.00 Cords      | \$         | 25.70 / Cord  |
| Red Pine           | 89.00 Cords      | \$         | 49.65 / Cord  |
| White Pine         | 86.00 Cords      | \$         | 19.85 / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$399.30:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>ADV</u> | <u>'ERTISED PRICE</u> |
|--------------------|------------------|------------|-----------------------|
| Pulpwood           |                  |            |                       |
| Jack Pine          | 5.00 Cords       | \$         | 45.00 / Cord          |
| Mixed Aspen        | 7.00 Cords       | \$         | 24.90 / Cord          |

<sup>\*</sup> The estimated units 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 \$697.00 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 must 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 |
|---------------------|-----------------------------|
| 01                  | 27%                         |
| 02                  | 17%                         |
| 03                  | 56%                         |
|                     |                             |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

Sale Name: Wet Foot Sale Number: 41-005-11-01

#### 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

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

Within Payment Unit(s) 1-3, red and white pine trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all other trees except cedar, hemlock, oak and unmarked red and white pine which meet minimum piece specifications in 2.2 Utilization are designated for cutting.

#### 2.2 - Utilization

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

Within Payment Unit(s) 1-3, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

# 3 - Payments

# 3.4 - Damaged Timber

#### 3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are hemlock and oak if they occur. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated 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.

### 4.1.5 - Culverts (9/11)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

# 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. If a new road is constructed through State land to access Units 2 and 3 no fill can be added to wetland soils, the road must be frozen down.

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

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

### 4.3 - Public Right-of-Way

### 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.

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the purchaser. Permission to cross private land must include access for DNRE representatives to inspect the sale at any time. DNR staff have been unable to contact one of the two private landowners along the access road into Units 2 and 3. If the purchaser is unable to secure permission to use this road, a new winter road will have to be built from the Greenbox Road as indicated on the Timbersale Map.

# 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

# 5.2.1.1 - 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

# 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 2 and 3 cutting, skidding, and hauling are limited frozen conditions if access through private land cannot be obtained and the new road has to be frozen in across the lowland type as indicated on the Timbersale Map. This restriction is because of low ground and protection of threatened and endangered species.

# 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 the M94 right of way.

# 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.

### 5.8 - 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

#### 7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

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.

Section Name: Sale Specific Current as of 11/18/2011 8:40:29AM

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#### ASHFORD MIX (41-011-11-01)

T43N, R16W, SEC. 04; T43N, R16W, SEC. 05; T43N, R16W, SEC. 09.

Schoolcraft County (Advertised Price \$125,767.35)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private, other public, or state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> | <u>AD\</u> | ERTISED PRICE |
|--------------------|-------------------------|------------|---------------|
| Sawlogs            |                         |            |               |
| Sugar Maple        | 69.40 MBF               | \$         | 628.00 / MBF  |
| Pulpwood           |                         |            |               |
| Mixed Aspen        | 1,631.00 Cords          | \$         | 28.85 / Cord  |
| Mixed Hardwood     | 806.00 Cords            | \$         | 22.90 / Cord  |
| Red Pine           | 138.00 Cords            | \$         | 57.55 / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,730.50:

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> | ADVERTISED PI |              |
|--------------------|-------------------------|---------------|--------------|
| Sawlogs            |                         |               |              |
| Beech              | 18.70 MBF               | \$            | 50.00 / MBF  |
| Black Cherry       | 0.90 MBF                | \$            | 233.00 / MBF |
| Paper Birch        | 0.60 MBF                | \$            | 144.00 / MBF |
| Red Maple          | 6.40 MBF                | \$            | 153.00 / MBF |
| Yellow Birch       | 4.30 MBF                | \$            | 163.00 / MBF |
| Pulpwood           |                         |               |              |
| Balsam Fir         | 59.00 Cords             | \$            | 24.75 / Cord |
| Beech              | 96.00 Cords             | \$            | 9.90 / Cord  |
| Jack Pine          | 16.00 Cords             | \$            | 52.20 / Cord |
| Paper Birch        | 83.00 Cords             | \$            | 17.15 / Cord |
| White Pine         | 50.00 Cords             | \$            | 23.00 / Cord |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.45 percent. The estimated units 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 **\$6,289.00** 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 must 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 |
|---------------------|-----------------------------|
| 01                  | 11%                         |
| 02                  | 19%                         |
| 03                  | 6%                          |
| 04                  | 11%                         |
| 05                  | 7%                          |
| 06                  | 40%                         |
| 07                  | 5%                          |
| 08                  | 1%                          |
|                     |                             |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

Sale Name: Ashford Mix Sale Number: 41-011-11-01

#### 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) 1-3, cut all aspen and maple 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 which meet minimum piece specifications except oak, hemlock, red pine and white pine. Exception, red and white pine marked in orange are designated for cutting within Unit 3. Leave trees identified in accordance with 2.4.1 - Leave trees, within clearcutting unit boundaries, are not Included Timber and are to be protected. 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) 4, 6, 7 and 8, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within Unit 8 all aspen and maple which meet minimum piece specifications in 2.2 Utilization are designated for cutting.

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

Within Payment Unit(s) 5, all aspen and balsam fir trees are designated for cutting which meet minimum piece specifications in 2.2 Utilization. Leave trees identified in accordance with 2.4.1 - Leave trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

### 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 7 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate future planting operations.

# 2.4 - Special Protection

#### 2.4.1 - Leave trees (1/09)

Do not cut trees marked in green paint within Units 1, 2 and 5.

### 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 oak and hemlock if they occur, as well as trees marked with green paint. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$100.00 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

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

Payment unit(s) 2 and 6 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

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

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

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

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

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

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

# 4.3 - Public Right-of-Way

### 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.

### 4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Payment Unit 7.

#### 4.4 - Access

### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the purchaser for access to Unit 3. If permission is denied there is an old two-track that can be opened up for access. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

### 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 discuss all aspects of the sale. The Unit Manager or his/her representative must be contacted at least 10 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

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

Within Payment Unit(s) 4, 5, and 6, unless changed by written agreement, cutting and skidding are not permitted during the period of May 1 to July 15. This restriction is because of bark slippage.

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

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

# 5.2.3.9 - Beech hauling restriction (3/11)

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

#### 5.2.4 - Dead and Down Creation

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

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

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

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

#### 5.4 - Soil Protection

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

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. 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.

# 5.8 - 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

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

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of

the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 11/18/2011 3:02:45PM

|                                 | Michigan Departr   | ment of Natural Reso                                     | ources & Environm<br>ER SALE M | _                     | ement Division                               | Sale Number                            | Year                             |
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| Forest Management L<br>L SSF Sh | Jnit   | County   | Manned B                       | To Queni              | 5  | Date                                   | Page of                          |
| Township Ra                     | <i>ingleton</i><br>nge Secti   | SCHOOLCIA<br>ion(s) and Subdivisio<br>IENE, SWNE, NW, NI | on(s)                          | 5- NFN                | PETRELIUS<br>PF. SENE                        | 1/18/11                                |                                  |
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| A = Aspen                       | G = Grass  | over Type<br>0 = Oak                                     | U = Upl                        | and Brush             | 0 = Non Stocked                              | Density<br>5 = Pole                    | e Timber Medlum                  |
| B = Paper Birch<br>C = Cedar    | H = Hemlock<br>J = Jack Pine   | P = Lowland Popl<br>Q = Mixed Swam                       | lar V = Boo                    | or Marsh<br>nite Pine | 1 = Seedling Sapling<br>2 = Seedling Sapling | Poor 6 = Pole                          | e Timber Well<br>7 Timber Poor   |
| D = Treed Bog E = Swamp Hdwoods | L = Lowland Brush<br>M = Mpl, Bch, Brch  | R = Red Pine<br>S = Black Spruce                         | X = Nor                        | n Stocked             | 3 = Seedling Sapling<br>4 = Pole Timber Poo  | Well 8 = Saw                           | v Timber Medium<br>v Timber Well |
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### DOUGHNUT MARSH (41-013-11-01)

T43N, R14W, SEC. 19; T43N, R14W, SEC. 20.

Schoolcraft County (Advertised Price \$274,465.30)

SALE NOTE: 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 land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

| PRODUCTS & SPECIES | ESTIMATED UNITS* |    | ADVERTISED PRICE |  |  |
|--------------------|------------------|----|------------------|--|--|
| Pulpwood           |                  |    |                  |  |  |
| Black Spruce       | 819.00 Cords     | \$ | 29.80 / Cord     |  |  |
| Jack Pine          | 4,700.00 Cords   | \$ | 52.20 / Cord     |  |  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,719.10:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADVERTISED PRICE |              |  |
|--------------------|------------------|------------------|--------------|--|
| Pulpwood           |                  |                  |              |  |
| Red Pine           | 82.00 Cords      | \$               | 57.55 / Cord |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.64 percent. The estimated units 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 \$13,724.00 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 must 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 |
|---------------------|-----------------------------|
| 01                  | 11%                         |
| 02                  | 18%                         |
| 03                  | 19%                         |
| 04                  | 17%                         |
| 05                  | 22%                         |
| 06                  | 7%                          |
| 07                  | 2%                          |
| 08                  | 4%                          |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2015.

Sale Name: Doughnut Marsh Sale Number: 41-013-11-01

#### 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

### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1-8, cut all trees which meet minimum piece specifications in 2.2 Utilization except hemlock and oak if they occur. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries, are not Included Timber and are to be protected.

### 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

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

# 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1-8, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

# 3 - Payments

### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1-5 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

# 3.4 - Damaged Timber

### 3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are hemlock and oak if they occur. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

# 3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a red boundary line and shown on the timbersale map. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$500 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

### 4 - Transportation

#### 4.1 - Construction

### 4.1.1 - Stream crossings, general (3/11)

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

# 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.

### 4.1.4 - 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.

# 4.1.5 - Culverts (9/11)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

### 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 (10/11)

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 of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. In addition, any fill placed in wetland crossings must be removed upon completion of the sale. Contact the sale administrator for specific details of design and placement.

# 4.1.8 - Road work (1) (8/07)

The following road work is required: The purchaser must purchase, haul and spread 500 cubic yards of once crushed (2-3 inch) gravel. The location of the fill is between the Letson Road and the timber sale. If the Letson Road develops blow holes a portion of this work can be used to repair those areas. Contact the Sale Administrator for specific gravel locations.

#### 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.

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

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

### 4.4 - Access

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

Permission for access across private land is the responsibility of the purchaser. Permission to cross private land must include access for DNRE 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.

# 5.2 - 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.

#### 5.2.1.11 - 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

### 5.2.3.6 - 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.

#### 5.2.38 - 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 Highwater Truck Trail is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered 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.

# 5.8 - 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

### 7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

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.

Section Name: Sale Specific Current as of 11/18/2011 8:55:28AM

| DNRE  | <b>3</b>                                | TIMBER SALE MAP  This information provided by authority of Part 525, 1994 PA 451, as amended. |  |                        |   |                   |                 |  |   |                      |   |                   |                            |                         |               |
|---|---|---|--|------------------------|---|-------------------|-----------------|--|---|----------------------|---|-------------------|----------------------------|-------------------------|---------------|
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#### STRAY BULLETS (41-027-11-01)

T43N, R16W, SEC. 24; T43N, R16W, SEC. 25.

Schoolcraft County (Advertised Price \$336,095.55)

SALE NOTE: 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.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> | <u>ADV</u> | ERTISED PRICE |
|--------------------|-------------------------|------------|---------------|
| Sawlogs            |                         |            |               |
| Red Pine           | 168.90 MBF              | \$         | 150.00 / MBF  |
| Pulpwood           |                         |            |               |
| Jack Pine          | 1,784.00 Cords          | \$         | 56.10 / Cord  |
| Mixed Aspen        | 586.00 Cords            | \$         | 31.00 / Cord  |
| Red Pine           | 2,950.00 Cords          | \$         | 61.85 / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$10,054.65:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>ADV</u> | ERTISED PRICE |
|--------------------|------------------|------------|---------------|
| Sawlogs            |                  |            |               |
| White Pine         | 7.00 MBF         | \$         | 51.00 / MBF   |
| Pulpwood           |                  |            |               |
| Mixed Hardwood     | 183.00 Cords     | \$         | 24.65 / Cord  |
| Paper Birch        | 4.00 Cords       | \$         | 18.45 / Cord  |
| White Pine         | 207.00 Cords     | \$         | 24.70 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.66 percent. The estimated units 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 \$16,805.00 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 must 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:

| PERCENT OF TOTAL SALE VALUE |
|-----------------------------|
| 9%                          |
| 1%                          |
| 6%                          |
| 8%                          |
| 4%                          |
| 13%                         |
| 10%                         |
| 8%                          |
| 10%                         |
| 13%                         |
| 18%                         |
|                             |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

Sale Name: Stray Bullets Sale Number: 41-027-11-01

#### 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 (8/11)

Within Payment Unit(s) 2, cut all red maple, aspen and beech 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 oak and hemlock if the occur that meet minimum piece specifications in 2.2 Utilization. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1, 4, 6, 7, 8, 9, 10, and 11, cut all trees which meet minimum piece specifications in 2.2 Utilization. Exception, do not cut any oak or hemlock if they occur in Units 4, 8 and 10, as well as do not cut any trees marked in green paint in any Unit. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. Special protection areas identified in 3.4.3, within clearcutting boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 3 and 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Do not cut any trees marked in green paint. In addition, within Unit 3 all jack pine are designated for cutting which meet minimum piece specifications in 2.2 Utilization.

### 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

Stump heights within all Payment Units, except unit 2, shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

### 3 - Payments

### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1, 4, 5, 6, 7, 8, 9, 10, and 11 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

### 3.4 - Damaged Timber

### 3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are hemlock and oak. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber. This specification does not apply to Payment Units 1, 6, 7, 9, and 11.

#### 3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a red boundary line. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$500 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 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.

#### 4.1.4 - 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. 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.

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

Roads must be graded after the sale is completed. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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

#### 4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W.

#### 4.4 - Access

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 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 (6/11)

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.

#### 5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 25 feet inside the sale boundary within payment units 1, 4, 6, 7, 8, 9, 10, and 11. In addition, slash throughout these Units will be left evenly distributed unless chipped.

#### 5.2.3 - Operating Restrictions

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

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

#### 5.2.4 - 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 on Highrollways Road.

#### 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.

#### 5.8 - 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

7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

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.

Section Name: Sale Specific Current as of 11/18/2011 9:29:18AM

| ALE TELEVISION   |                      | Mic  |  |   |  | IBER S   | SALE IV  | <b>I</b> AP  |           |                       | ision ·  | Sale Num    | nber                 | 7                        | Year   |
|--|----------------------|--|--|---|--|--|--|--|-----------|-----------------------|--|-------------|----------------------|--------------------------|--------|
| Forest   | Managem              | nent Unit  | This inf   | ormation p                                | <i>rovided by</i><br>nty   | authority  | of Part 525<br>Mapped                            |  | 451, as a | amended.              |  | Date A      | <del></del>          | 入 /<br> Page             | of ,   |
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| C = Ce   |                      | J = (  | Hemlock<br>Jack Pine   | (   | P = Lowland<br>Q = Mixed Sv  | vamp Cnfr  | W = M  | og or Marsh<br>/hite Pine  |           | 2 = Seed              | ling Sapling<br>ling Sapling   | Medium      |                      | imber Well<br>Imber Pool |        |
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| 194  |                      | Legend   |  | <u> </u>                                  |  | ~ ' '  | Ab   |  |           |                       |  | #·~         |                      |                          | /      |
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| 39   | 25                   | 6. <b>6</b> .6)  |  |   |  |  | LAND   | /25  |           | ~                     | $\gamma\gamma$ $5$   |             | Lake Mic             | higan                    | , ,    |
| 35   | 31                   | CATO   | State  | Highwa                                    | ,  |  |  | (4)/V  | 31/       |                       | . seed   | <del></del> |                      |                          |        |
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PRODUCTS & SPECIES

PRODUCTS & SPECIES

Red Pine

Sawlogs

Pulpwood Red Pine

Sawlogs

#### **BID FORM**

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

\$ / Cord

## REDHEAD RIDGES (41-001-11-01) T43N, R14W, SEC. 26; T43N, R14W, SEC. 27, Schoolcraft County

\$

ADVERTISED PRICE

ADVERTISED PRICE

169.00 / MBF

38.15 / Cord

In response to the notice of sale to be held 10:00 a.m. (local time) on December 20, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$309.75:

ESTIMATED UNITS\*

87.80 MBF

115.00 Cords

**ESTIMATED UNITS\*** 

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

| White             | e Pine            | 3.5   | 0 MBF   |            | \$    | 58.00 / MBF  |   |       |
|-------------------|-------------------|---|---------|------------|-------|--------------|---|-------|
| Pulpwood<br>White | d<br>e Pine       | 7.0   | 0 Cord  | 3          | \$    | 15.25 / Cord |   |       |
|                   |                   | ally estimated within placed to examine this timb |         |            |       |              | l units are final and not subject to adjusti<br>and quality.                        | ment. |
| understar         | •                 | n and awarding a cont                             |         | •          |       |              | e bid or the bid form may be rejected. I and ability to complete the contract based |       |
|                   |                   | dual bidding:                                     |         |            |       |              |   |       |
|                   | Company represe   | ntative's name:                                   |         |            |       |              |   |       |
|                   | Address:          |   |         |            |       |              | _   |       |
|                   | City:             | Sta   | ate:    |            | Zip:  |              | _   |       |
| IF AVAIL          | ABLE, PLEASE PLA  | ACE THE PERSONAL                                  | IZED LA | BEL FROM Y | OUR P | ROSPECTUS IN | THE ABOVE BOX.  |       |
| Individual        | or company repres | sentative's signature:                            |         |            |       |              | Date:   |       |



Michigan Department of Natural Resources & Environment Forest Management Division

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

Signature of Owner or Authorized Representative

Title

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

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

|      | VERIFICATION OF WOR   | RKER'S DISABILI  | TY COMPENSATION ACT COMPLIANCE   |
|------|---|--|--|
| •    | This verification must be completed and s sale contract.  | ubmitted within 21   | days of contract award and prior to the issuance of the timber   |
| •    | In addition, if boxes 2B or 2C are checked days of the contract award and prior to the  |  | clusion or Certificate of Insurance must be submitted within 21 mber sale contract.  |
| •    | All Information must be typed or printed e  | xcept for written si   | gnatures.  |
| Ple  | ease Check Appropriate Categories:  |  |  |
| 1.   | My business is organized as (you <b>must</b> A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation                          |  | poxes below):  |
| 2.   | Worker's Compensation Laws.  B. I certify that my business has satist Notice of Exclusion (BWC-337, Rev. award. (For questions or a copy of the | roprietorship and it<br>fied its obligation to<br>5/96). I will provid<br>ne BWC-337, please | the Worker's Compensation Act through the use of an approved e a copy of the Notice of Exclusion within 21 days of the contract e call the Worker's Compensation Bureau at 517-322-1195).  Policy. I will provide an original Certificate of Insurance within 21 |
| 3.   | If you have checked item 2(A) or 2(B), you than yourself, including family members Full-time En   | and active partne  | the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0").  Part-time Employees  |
| Nam  | ne of Business  |  | Federal ID (or) Social Security No.  |
| Addr | ress  |  | Telephone ( )  |
| City |   | State  | ZIP  |
|      | ereby certify that the above information is<br>our in factors affecting my coverage during  |  | I agree to notify the Michigan DNRE of any changes that nt and future operations.  |

## SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

## MY OWN HARDWOOD (41-002-11-01) T47N, R16W, SEC. 24, Schoolcraft County

In response to the notice of sale to be held 10:00 a.m. (local time) on December 20, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | <u>ESTIMATED</u> | UNITS* | AD' | VERTISED PRICE |              |
|--------------------|------------------|--------|-----|----------------|--------------|
| Sawlogs            |                  |        |     |                |              |
| Red Maple          | 15.00            | MBF    | \$  | 126.00 / MBF   | \$<br>/ MBF  |
| Sugar Maple        | 9.00             | MBF    | \$  | 515.00 / MBF   | \$<br>/ MBF  |
| Yellow Birch       | 4.40             | MBF    | \$  | 227.00 / MBF   | \$<br>/ MBF  |
| Pulpwood           |                  |        |     |                |              |
| Beech              | 144.00           | Cords  | \$  | 8.05 / Cord    | \$<br>/ Cord |
| Mixed Hardwood     | 424.00           | Cords  | \$  | 18.60 / Cord   | \$<br>/ Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$999.40:

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> | AD | VERTISED PRICE |
|--------------------|-------------------------|----|----------------|
| Sawlogs            |                         |    |                |
| Beech              | 5.40 MBF                | \$ | 41.00 / MBF    |
| Black Cherry       | 6.20 MBF                | \$ | 119.00 / MBF   |
| Pulpwood           |                         |    |                |
| Balsam Fir         | 2.00 Cords              | \$ | 20.10 / Cord   |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.60 percent. The estimated units 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. 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 staffing subject to my control.

|           | FEDERAL ID:                           | or SOCIAL SECU     | RITY NUMBER:         |               |
|-----------|---------------------------------------|--------------------|----------------------|---------------|
|           | Company or individual bidding:        |                    |                      |               |
|           | Company representative's name:        |                    |                      |               |
|           | Address:                              |                    |                      |               |
|           | City:                                 | State:             | Zip:                 |               |
| F AVAIL   | ABLE, PLEASE PLACE THE PERSO          | NALIZED LABEL FROM | YOUR PROSPECTUS IN T | HE ABOVE BOX. |
| ndividual | or company representative's signature | re:                |                      | Date:         |
| Phone nu  | mber :                                | Email (c           | pptional):           |               |



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, a  | s amended.   |  |
|------|---|--|--|
|      | VERIFICATION OF WO  | RKER'S DISABIL   | TY COMPENSATION ACT COMPLIANCE   |
| •    | This verification must be completed and s sale contract.  | submitted within 21  | days of contract award and prior to the issuance of the timber   |
| •    | In addition, if boxes 2B or 2C are checked days of the contract award and prior to the  |  | clusion or Certificate of Insurance must be submitted within 21 mber sale contract.  |
| •    | All Information must be typed or printed e  | xcept for written si   | gnatures.  |
| Ple  | ease Check Appropriate Categories:  |  |  |
| 1.   | My business is organized as (you <b>must</b> A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation  | check <u>one</u> of the  | poxes below):  |
| 2.   | Worker's Compensation Laws.  B. I certify that my business has satis Notice of Exclusion (BWC-337, Rev award. (For questions or a copy of the second | oroprietorship and it<br>fied its obligation to<br>5.5/96). I will provide<br>the BWC-337, pleas | has no employees but the sole proprietor. I am not subject to the of the Worker's Compensation Act through the use of an approved le a copy of the Notice of Exclusion within 21 days of the contract e call the Worker's Compensation Bureau at 517-322-1195). In Policy. I will provide an original Certificate of Insurance within 21 |
| 3.   | If you have checked item 2(A) or 2(B), y than yourself, including family members  |  | the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0").   |
|      | Full-time Er  | nployees   | Part-time Employees  |
| Vam  | ne of Business  |  | Federal ID (or) Social Security No.  |
| Addr | ress  |  | Telephone ( )  |
| City |   | State  | ZIP  |
|      | ereby certify that the above information is<br>our in factors affecting my coverage durin   |  | I agree to notify the Michigan DNRE of any changes that<br>nt and future operations.   |

#### WET FOOT (41-005-11-01)

T42N, R16W, SEC. 10; T42N, R16W, SEC. 11; T42N, R16W, SEC. 14; T42N, R16W, SEC. 15, Schoolcraft County

In response to the notice of sale to be held 10:00 a.m. (local time) on December 20, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADVERTISED PRICE |              |
|--------------------|------------------|------------------|--------------|
| Sawlogs            |                  |                  |              |
| Red Pine           | 40.40 MBF        | \$ 133.00 / MBF  | \$<br>/ MBF  |
| White Pine         | 20.10 MBF        | \$ 45.00 / MBF   | \$<br>/ MBF  |
| Pulpwood           |                  |                  |              |
| Black Spruce       | 44.00 Cords      | \$ 25.70 / Cord  | \$<br>/ Cord |
| Red Pine           | 89.00 Cords      | \$ 49.65 / Cord  | \$<br>/ Cord |
| White Pine         | 86.00 Cords      | \$ 19.85 / Cord  | \$<br>/ Cord |
|                    |                  |                  |              |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$399.30:

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> | ADV | /ERTISED PRICE |
|--------------------|-------------------------|-----|----------------|
| Pulpwood           |                         |     |                |
| Jack Pine          | 5.00 Cords              | \$  | 45.00 / Cord   |
| Mixed Aspen        | 7.00 Cords              | \$  | 24.90 / Cord   |

<sup>\*</sup> The estimated units 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. 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 staffing subject to my control.

|               | FEDERAL ID:  | or SOCIA      | L SECURITY NUMBER | k: |          |  |  |  |
|---------------|--|---------------|-------------------|----|----------|--|--|--|
|               | Company or individual bidding:   |               |                   |    |          |  |  |  |
|               | Company representative's name:   |               |                   |    |          |  |  |  |
|               | Address:   |               |                   |    |          |  |  |  |
|               | 0.1  | 0.1           | <b>-</b> .        |    |          |  |  |  |
|               | City: State: Zip:  AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |               |                   |    |          |  |  |  |
| <br> IF AVAIL |  |               |                   |    | OVE BOX. |  |  |  |
|               |  | NALIZED LABEL | FROM YOUR PROSP   |    |          |  |  |  |



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

Signature of Owner or Authorized Representative

Title

|      | 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 days of the contract award and prior to the  |  | clusion or Certificate of Insurance must be submitted within 21 imber sale contract.   |  |  |  |  |
| •    | All Information must be typed or printed e  | xcept for written si   | gnatures.  |  |  |  |  |
| Ple  | ease Check Appropriate Categories:  |  |  |  |  |  |  |
| ١.   | 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.   | <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</li> </ul> |  |  |  |  |  |  |
|      |   | and the control of th | e call the Worker's Compensation Bureau at 517-322-1195).  n Policy. I will provide an original Certificate of Insurance within 21 |  |  |  |  |
| 3.   | If you have checked item 2(A) or 2(B), y than yourself, including family members  |  | the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0").                               |  |  |  |  |
|      | Full-time Er  | nployees   | Part-time Employees  |  |  |  |  |
| am   | ne of Business  |  | Federal ID (or) Social Security No.  |  |  |  |  |
| .ddr | ress  |  | Telephone ( )  |  |  |  |  |
| ity  |   | State  | ZIP  |  |  |  |  |
|      | ereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that cur in factors affecting my coverage during any of my present and future operations.  |  |  |  |  |  |  |

FEDERAL ID:

#### **BID FORM**

#### ASHFORD MIX (41-011-11-01)

T43N, R16W, SEC. 04; T43N, R16W, SEC. 05; T43N, R16W, SEC. 09, Schoolcraft County

In response to the notice of sale to be held 10:00 a.m. (local time) on December 20, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADVERTISED PRICE |              |
|--------------------|------------------|------------------|--------------|
| Sawlogs            |                  |                  |              |
| Sugar Maple        | 69.40 MBF        | \$ 628.00 / MBF  | \$<br>/ MBF  |
| Pulpwood           |                  |                  |              |
| Mixed Aspen        | 1,631.00 Cords   | \$ 28.85 / Cord  | \$<br>/ Cord |
| Mixed Hardwood     | 806.00 Cords     | \$ 22.90 / Cord  | \$<br>/ Cord |
| Red Pine           | 138.00 Cords     | \$ 57.55 / Cord  | \$<br>/ Cord |
|                    |                  |                  |              |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,730.50:

| <u> </u> | RODUCTS & SPECIES | ESTIMATED UNITS* |       | ADV | ERTISED PRICE |  |
|----------|-------------------|------------------|-------|-----|---------------|--|
| 5        | Sawlogs           |                  |       |     |               |  |
|          | Beech             | 18.70            | MBF   | \$  | 50.00 / MBF   |  |
|          | Black Cherry      | 0.90             | MBF   | \$  | 233.00 / MBF  |  |
|          | Paper Birch       | 0.60             | MBF   | \$  | 144.00 / MBF  |  |
|          | Red Maple         | 6.40             | MBF   | \$  | 153.00 / MBF  |  |
|          | Yellow Birch      | 4.30             | MBF   | \$  | 163.00 / MBF  |  |
| F        | Pulpwood          |                  |       |     |               |  |
|          | Balsam Fir        | 59.00            | Cords | \$  | 24.75 / Cord  |  |
|          | Beech             | 96.00            | Cords | \$  | 9.90 / Cord   |  |
|          | Jack Pine         | 16.00            | Cords | \$  | 52.20 / Cord  |  |
|          | Paper Birch       | 83.00            | Cords | \$  | 17.15 / Cord  |  |
|          | White Pine        | 50.00            | Cords | \$  | 23.00 / Cord  |  |
|          |                   |                  |       |     |               |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.45 percent. The estimated units 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. 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 staffing subject to my control.

or SOCIAL SECURITY NUMBER:

|            | Company or individual bidding:    |                |                   |                          |   |
|------------|-----------------------------------|----------------|-------------------|--------------------------|---|
|            | Company representative's name:_   |                |                   |                          |   |
|            | Address:                          |                |                   |                          | Ш |
|            | City:                             | State:         | Zip:              |                          |   |
| F AVAIL    | ABLE, PLEASE PLACE THE PERS       | ONALIZED LABEL | FROM YOUR PROSP   | PECTUS IN THE ABOVE BOX. | _ |
| Individual | or company representative's signa | ture:          |                   | Date:                    |   |
| Phone nu   | ımber :                           | E              | Email (optional): |                          |   |



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

|         | VERIFICATION OF WO   | RKER'S DISABIL          | ITY COMPENS        | SATION ACT COMPLIANCE   |  |  |
|---------|--|-------------------------|--------------------|---|--|--|
| •       | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.  |                         |                    |   |  |  |
| •       | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.   |                         |                    |   |  |  |
| •       | All Information must be typed or printed e   | except for written s    | signatures.        |   |  |  |
| Ple     | ease Check Appropriate Categories:   |                         |                    |   |  |  |
| 1.      | My business is organized as (you <b>must</b> A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation   | check <u>one</u> of the | boxes 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), y than yourself, including family members   |                         |                    | <b>both</b> full-time and part-time employees, other u must enter "0"). |  |  |
|         | Full-time Er   | mployees                |                    | Part-time Employees   |  |  |
| Nam     | ne of Business   |                         | Federal ID (or) So | ocial Security No.  |  |  |
| Address |  |                         | Telephone ( )      |   |  |  |
| City    |  | State                   | ZIP                |   |  |  |
| occ     | ereby certify that the above information is<br>our in factors affecting my coverage during<br>Signature of Owner or Authorized Representative  |                         |                    | tify the Michigan DNRE of any changes that operations.                  |  |  |

#### **BID FORM**

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

upon

#### **DOUGHNUT MARSH (41-013-11-01)**

T43N, R14W, SEC. 19; T43N, R14W, SEC. 20, Schoolcraft County

In response to the notice of sale to be held 10:00 a.m. (local time) on December 20, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES Pulpwood             | ESTIMATED UNITS*  | ADVI         | ERTISED PRICE                |                     |                          |  |
|---|---|--------------|------------------------------|---------------------|--------------------------|--|
| Black Spruce<br>Jack Pine               | 819.00 Cords<br>4,700.00 Cords  | \$<br>\$     | 29.80 / Cord<br>52.20 / Cord | \$<br>\$            | / Cord<br>/ Cord         |  |
| In addition, the successful bidder agre | ees to purchase the following sp  | ecies at the | e indicated advertise        | ed price for a tota | al value of \$4,719.10 : |  |
| PRODUCTS & SPECIES                      | ESTIMATED UNITS*  | ADVI         | ERTISED PRICE                |                     |                          |  |
| Pulpwood<br>Red Pine                    | 82.00 Cords   | \$           | 57.55 / Cord                 |                     |                          |  |
| •                                       | The total volume is statistically estimated within plus (+) or minus (-) 9.64 percent. The estimated units 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.   |              |                              |                     |                          |  |
| understand that consideration and aw    | understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also inderstand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control. |              |                              |                     |                          |  |
|   |   |              |                              |                     | _                        |  |
|   | ling:<br>name:  |              |                              |                     |                          |  |
| Address:                                |   |              |                              |                     |                          |  |
| City:                                   | State:  | Zip:         |                              |                     |                          |  |
| IF AVAILABLE, PLEASE PLACE THE          | PERSONALIZED LABEL FRO  | M YOUR F     | PROSPECTUS IN T              | HE ABOVE BOX        |                          |  |
| Individual or company representative'   | s signature:  |              |                              | Date:               |                          |  |
| Phone number :                          | Email   | (optional):  |                              |                     |                          |  |



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

## 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   |  |  |  |  |  |  |
|--------|--|--|--|--|--|--|--|
| Ple    | Please Check Appropriate Categories:   |  |  |  |  |  |  |
| 1.     | <ol> <li>My business is organized as (you must check one of the boxes be</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>Corporation</li> </ol>  | low):  |  |  |  |  |  |
| 2.     | Worker's Compensation Laws.  B. I certify that my business has satisfied its obligation to the Wor Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy award. (For questions or a copy of the BWC-337, please call the | <ul> <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</li> </ul> |  |  |  |  |  |
| 3.     | <ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number than yourself, including family members and active partners (if norFull-time Employees</li> </ol>   |  |  |  |  |  |  |
|        |  |  |  |  |  |  |  |
| Vam    | Name of Business Federal ID  | (or) Social Security No.   |  |  |  |  |  |
| Add    | Address Telephone (  | )<br>)   |  |  |  |  |  |
| City   | City State ZIP   |  |  |  |  |  |  |
| )<br>_ | hereby certify that the above information is true and correct. I agree occur in factors affecting my coverage during any of my present and functions.  Signature of Owner or Authorized Representative                             |  |  |  |  |  |  |
| 7      | Title  | Date   |  |  |  |  |  |

#### **BID FORM**

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

## STRAY BULLETS (41-027-11-01) T43N, R16W, SEC. 24; T43N, R16W, SEC. 25, Schoolcraft County

In response to the notice of sale to be held 10:00 a.m. (local time) on December 20, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADVERTISED PRICE |     |      |
|--------------------|------------------|------------------|-----|------|
| Sawlogs            |                  |                  |     |      |
| Red Pine           | 168.90 MBF       | \$ 150.00 / MBF  | \$/ | MBF  |
| Pulpwood           |                  |                  |     |      |
| Jack Pine          | 1,784.00 Cords   | \$ 56.10 / Cord  | \$/ | Cord |
| Mixed Aspen        | 586.00 Cords     | \$ 31.00 / Cord  | \$/ | Cord |
| Red Pine           | 2,950.00 Cords   | \$ 61.85 / Cord  | \$/ | Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$10,054.65:

| PR | ODUCTS & SPECIES    | ESTIMATED UNITS* |       | ADVERTISED PRICE |              |  |
|----|---------------------|------------------|-------|------------------|--------------|--|
| Sa | wlogs<br>White Pine | 7.00             | MBF   | \$               | 51.00 / MBF  |  |
| Pu | pwood               |                  |       |                  |              |  |
|    | Mixed Hardwood      | 183.00           | Cords | \$               | 24.65 / Cord |  |
|    | Paper Birch         | 4.00             | Cords | \$               | 18.45 / Cord |  |
|    | White Pine          | 207.00           | Cords | \$               | 24.70 / Cord |  |
|    |                     |                  |       |                  |              |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.66 percent. The estimated units 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. 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 staffing subject to my control.

|   | FEDERAL ID:                    | or SOCIA | L SECURITY NUMBER: |       |  |  |  |
|---|--------------------------------|----------|--------------------|-------|--|--|--|
|   | Company or individual bidding  | g:       |                    |       |  |  |  |
|   | Company representative's name: |          |                    |       |  |  |  |
|   | Address:                       |          |                    |       |  |  |  |
|   | City:                          | State:   | Zip:               |       |  |  |  |
| F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |                                |          |                    |       |  |  |  |
| ndividual or company representative's signature:  |                                |          |                    | Date: |  |  |  |
| Phone number :  |                                |          | Email (optional):  |       |  |  |  |



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

#### 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 hoves 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.  |  |  |  |  |
| PΙε   | ease Check Appropriate Categories:   |  |  |  |  |
| 1.    | <ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>  |  |  |  |  |
| 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 Employees  Part-time Employees  |  |  |  |  |
| Van   | e of Business Federal ID (or) Social Security No.  |  |  |  |  |
| Add   | Telephone ( )  |  |  |  |  |
| City  | State ZIP  |  |  |  |  |
| )<br> | ereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that our in factors affecting my coverage during any of my present and future operations.   |  |  |  |  |
| 7     | Title Date   |  |  |  |  |