

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #4788

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on November 14, 2012. LOCATION: ESCANABA OFFICE, 6833 HWY 2, 41 & M-35, GLADSTONE, MI 49837.

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, ESCANABA MANAGEMENT UNIT, for certain timber on the following described lands:

FIVE BEARS (33-025-12-01) / T35N, R29W, SEC. 12, NE1/4, SENW. Menominee County, Advertised Price \$84,470.00, 149.9 Acres

SALE NOTE: This sale contains three units that need to be harvested by April 1, 2013 to treat three epi-centers of oak wilt. The infected oak needs to be harvested and treated in a specific manner.

There are numerous wells sites and exploratory holes within the sale area. The contractor is responsible for identifying all of these sites within each unit prior to beginning operations in that unit. During the pre-sale meeting we will show the contractor what to look for and where the locations of some of the sites are.

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.

CHALK HILLS SOUTH (33-027-12-01) / T36N, R28W, SEC. 15, SESW, SWSE. Menominee County, Advertised Price \$30,501.85, 36.4 Acres

SALE NOTE: A copy of the written permission from the private landowner must be given to the Unit Manager within 10-days of the bid opening and prior to the beginning of operations. The current landowner has their property for sale, so it would be in the best interest of the contractor to cut this sale as soon as possible.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private land.

BID INSTRUCTIONS (VER. 10/18/2012):

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

Bids must be received by the Unit Manager, ESCANABA OFFICE, 6833 HWY 2, 41 & M-35, GLADSTONE, MI 49837, no later than 3:00 p.m. (local time) on November 14, 2012. For further information concerning this sale, contact Eric Thompson at 906-786-2354 extension 142.

2. Bidder's Qualifications (2/12)

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/FRD 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 (10/12)

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/timber. 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.

KEITH CREAGH Director

TIMBER SALE INFORMATION

FIVE BEARS (33-025-12-01)

T35N, R29W, SEC. 12.

Menominee County (Advertised Price \$84,470.00)

SALE NOTE: This sale contains three units that need to be harvested by April 1, 2013 to treat three epi-centers of oak wilt. The infected oak needs to be harvested and treated in a specific manner.

There are numerous wells sites and exploratory holes within the sale area. The contractor is responsible for identifying all of these sites within each unit prior to beginning operations in that unit. During the pre-sale meeting we will show the contractor what to look for and where the locations of some of the sites are.

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>AD\</u>	ERTISED PRICE
Sawlogs			
Red Oak	184.80 MBF	\$	165.00 / MBF
White Pine	82.80 MBF	\$	90.00 / MBF
Pulpwood			
Mixed Hardwood	479.00 Cords	\$	23.30 / Cord
Mixed Softwood	221.00 Cords	\$	34.00 / Cord
Q. Aspen	715.00 Cords	\$	27.00 / Cord
Red Oak	483.00 Cords	\$	12.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,653.70:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED F	
Sawlogs			
Mixed Hardwood	3.90 MBF	\$	155.00 / MBF
Red Pine	10.90 MBF	\$	188.00 / MBF

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.95 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 **\$4,300.00** 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	9%
02	18%
03	8%
04	9%
05	10%
06	5%
07	9%
08	7%
09	6%
10	12%
11	7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2015.

Sale Specific Conditions & Requirements

Sale Name: Five Bears Sale Number: 33-025-12-01

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 for.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) 2, 3 and 7, cut all trees that are three (3) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability, except oak, pine and beech. Also cut all oak, pine and beech marked with orange paint.

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

Within Payment Unit(s) 5 and 6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also cut all merchantable aspen, balm, balsam fir and spruce.

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

Within Payment Unit(s) 9, 10A, 10B and 11, all oak marked with white paint is designated for cutting.

In addition, within units 9 and 10A cut all red/pin oak greater than 3 inches, and all merchantable aspen, balm, balsam fir and spruce. Also, cut all other species marked with orange paint.

In addition, within unit 10B cut all other species greater than 3 inches; except do not cut white pine, white oak and beech. In addition, within unit 11 cut all red/pin oak greater than 3 inches and also all other species unless they are marked with green paint.

- A. Within units 9, 10A, 10B and 11; oak trees marked with white paint must be harvested and removed prior to April 1, 2013.
- B. Oak trees marked with white paint must be cut and removed from a payment unit prior to cutting any unmarked oak in that payment unit. White painted marked oak may not be mixed with the unmarked oak.
- C. The contractor must inform the Timber Sale Administrator when cutting of the marked oak trees is completed in a payment unit prior to cutting any other trees in that payment unit.
- D. Oak marked with white paint must be chipped, taken to a wood processing facility, or sawn into dimensional lumber products at a mill by April 1, 2013. If the contractor plans on selling the wood for firewood or is unable to market the wood, the white marked oak may be moved to an area with no oak trees within a mile radius prior to April 1, 2013. If the wood is moved to a location where there is no oak present it may not be moved again until after July 15, 2013.
- E. If any oak marked with white paint can not be processed by April 1, 2013, the wood must be hauled off site at an approved area that has no oak trees within 1 mile or on a site where the wood is covered with a dark plastic tarp. The tarp must cover the wood to the ground and the wood must remain covered from April 15, 2013 to July 15, 2013. After July 15, 2013, the wood can be disposed of at the purchaser's discretion.

2.1.7 - Leave tree marked unit(s) (8/11)

Within Payment Unit(s) 1, 4 and 8, 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. Also in unit 8 do not cut the oak.

2.1.11 - Description of timber note (2/04)

Note that over half of the mixed softwood volume is white pine and the remainder is a mix of jack pine, red pine, spruce and balsam fir. The red oak volume contains primarily red oak, but also includes some pin oak, dead oak and white oak. The mixed hardwood volume is primarily maple, with some ash, basswood and white birch.

Units 9, 10A, 10B and 11 all contain epi-centers of oak wilt that must be treated by April 1, 2013.

2.2 - Utilization

2.2.4 - Skidding length (2/11)

Skidding of unlimbed tops or lengths over 17 feet is not permissible within units 5 an 6.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) with a value over \$18,000 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

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

The following road work is required: the contractor must purchase and install a new corrugated steel culvert that is 12 inches by 24 feet in length. The culvert must have 12 inches of gravel placed over it. The culvert is to be placed in unit 6 as is designated on the sale map. The culvert must be installed before any harvesting operations occur on the non-oak wilt units. No DEQ permit is required.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

4.2.4 - Grading (12/08)

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

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.2 - 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.

5.2.3 - Operating Restrictions

5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 9, 10A, 10B and 11, unless changed by written agreement, cutting, skidding, and hauling of all oak must be completed by April 15, 2013. This restriction is to minimize/reduce the spread of oak wilt.

5.2.3.4 - Oak wilt restriction (6/10)

Within Payment Unit(s) 1, 2, 3, 5, 6 and 7 cutting and skidding are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the well sites throughout the sale area. These wells must be identified and protected within the sale by the contractor. The contractor should identify the wells prior to beginning operations in a unit.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or

skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.5 - Protection of Improvements

5.5.3 - Protection of improvements detail (8/04)

The following are specific protection measures for this sale. There are numerous wells sites and exploratory holes within the sale area. The contractor is responsible for identifying all of these sites within each unit prior to beginning operations in that unit. During the pre-sale meeting we will show the contractor what to look for and where the locations of some of the sites are.

7 - Other Conditions

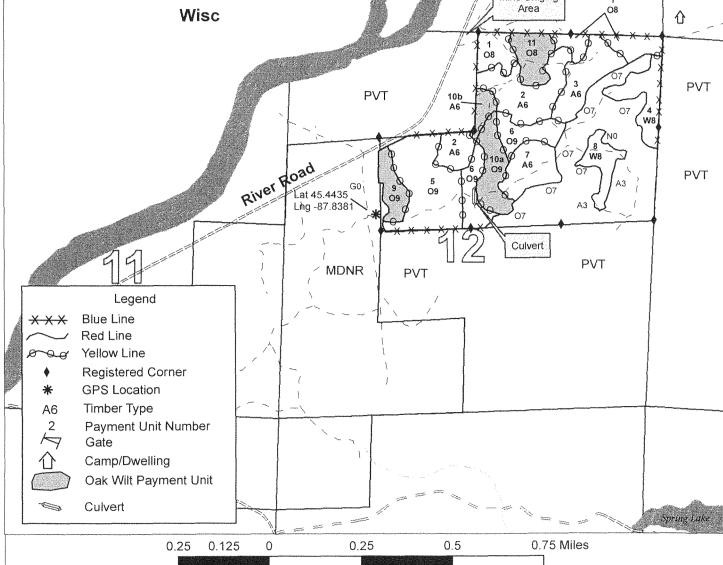
7.2 - Extensions

7.2.4 - Oak wilt extension (1/11)

This sale contains trees infected with oak wilt that must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser and expiring within twelve (12) months from the date of this contract, to permit expediting the harvest of this sale. The free extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

Section Name: Sale Specific Current as of 9/27/2012 2:22:05PM

Michigan Department of Natural Resources - Forest Resources Division SALE NUMBER YEAR TIMBER SALE MAP 2012 330251201 This information is provided by authority of Part 525 of Act 451, PA 1994, as amended. FOREST MANAGEMENT UNIT COUNTY MAPPED BY Durbin DATE PAGE Escanaba Menominee 08/27/2012 CRUISED BY Salter, Durbin SECTION(S) AND SUBDIVISION(S) TOWNSHIP RANGE 1:15,840 T35N **R29W** 12, NE1/4, SENW **Cover Type** Density A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium Q = Mixed Swamp Cnfr B = Paper Birch J = Jack Pine W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor 3 = Seedling Sapling Well E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 8 = Saw Timber Medium F = Spruce Fir N = Marsh T = Tamarack LM=Lowland Mix For 4 = Pole Timber Poor 9 = Saw Timber Well G = Grass O = OakU = Upland Brush MD=Mix Deciduous Menominee Rivi **Five Bears MDNR** 149.9 Acres **PVT PVT** Mine Staging Area Wisc ① **PVT** PVT River Road **PVT** Lat 45.4435 Ling -87.838 Culvert PVT **MDNR PVT** Legend



TIMBER SALE INFORMATION

CHALK HILLS SOUTH (33-027-12-01)

T36N, R28W, SEC. 15.

Menominee County (Advertised Price \$30,501.85)

SALE NOTE: A copy of the written permission from the private landowner must be given to the Unit Manager within 10-days of the bid opening and prior to the beginning of operations. The current landowner has their property for sale, so it would be in the best interest of the contractor to cut this sale as soon as possible.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. 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*	AD\	/ERTISED PRICE
Sawlogs White Pine	96.00 MBF	\$	113.00 / MBF
Pulpwood			
Mixed Hardwood	313.00 Cords	\$	29.95 / Cord
Mixed Softwood	188.00 Cords	\$	33.05 / Cord
Q. Aspen	55.00 Cords	\$	31.40 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,339.10:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Sawlogs			
Mixed Hardwood	4.30 MBF	\$	101.00 / MBF
Red Oak	7.20 MBF	\$	140.00 / MBF
Red Pine	4.40 MBF	\$	142.00 / MBF
Pulpwood			
Red Oak	20.00 Cords	\$	13.60 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 15.11 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 **\$2,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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:

(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	8%				
02	65%				
03	27%				

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/30/2015.

Sale Specific Conditions & Requirements

Sale Name: Chalk Hills South Sale Number: 33-027-12-01

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 for.

2 - Timber Specifications

2.1 - Included Timber

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

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

2.1.7 - Leave tree marked unit(s) (8/11)

Within Payment Unit(s) 2 and 3, cut all trees that are three (3) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability; except cedar and trees marked with green paint above and below stump height.

2.1.11 - Description of timber note (2/04)

Note that the mixed hardwood sawlog volume contains red maple, basswood and ash primarily. The mixed softwood volume contains about 114 cords of spruce, 67 cords of white pine and small amounts of balsam, red pine, hemlock and tamarack.

2.2 - Utilization

2.2.4 - Skidding length (2/11)

Skidding of unlimbed tops or lengths over 17 feet is not permissible in unit 1.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) with a value greater than \$18,000 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

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

4.2.4 - Grading (12/08)

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

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the purchaser. The landowner has indicated that he will work on an agreement with a contractor to cross his land. The current landowner has their property for sale, so it would be in the best interest of a contractor to cut this sale as soon as possible. To obtain the landowners information call Dustin(ext 224) or Joe(ext 223) at the Stephenson Field Office 906-753-6317. The landowner wants to be notified before contractors cross his land to look at the sale. The purchaser must obtain written permission from the landowner to cross his property,

which must include permission for DNR personnel. A copy of the written permission from the private landowner must be given to the Unit Manager within 10 days of the bid opening and prior to the beginning of operations.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

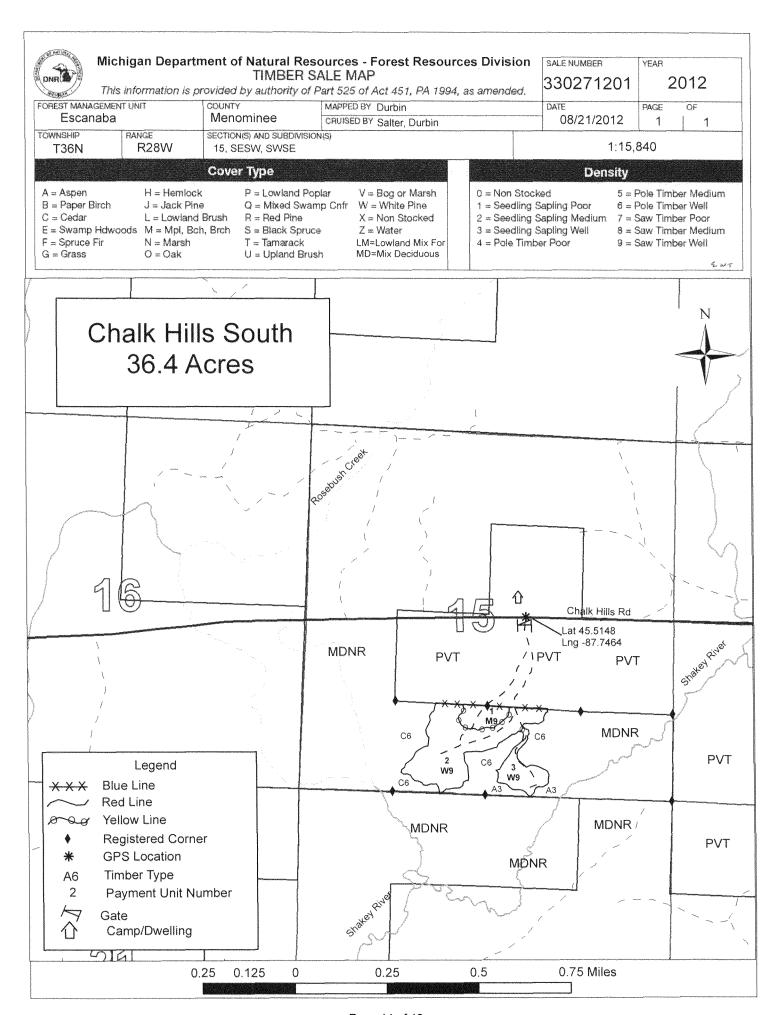
It is recommended, but not required, that within Payment Unit(s) 2 and 3, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of some small areas of low ground in each unit.

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.

Section Name: Sale Specific Current as of 8/22/2012 11:52:50AM



ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

FIVE BEARS (33-025-12-01) T35N, R29W, SEC. 12, Menominee County

In response to the notice of sale to be held 3:00 p.m. (local time) on November 14, 2012, 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>ESTIMATEI</u>	D UNITS*	AD\	/ERTISED PRICE	BID PRIC	<u>E</u>
Sawlogs						
Red Oak	184.80	MBF	\$	165.00 / MBF	\$	/ MBF
White Pine	82.80	MBF	\$	90.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Hardwood	479.00	Cords	\$	23.30 / Cord	\$	/ Cord
Mixed Softwood	221.00	Cords	\$	34.00 / Cord	\$	/ Cord
Q. Aspen	715.00	Cords	\$	27.00 / Cord	\$	/ Cord
Red Oak	483.00	Cords	\$	12.20 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,653.70:

ESTIMATED UNITS*	ADVERTISED PRIC		
3.90 MBF	\$	155.00 / MBF	
10.90 MBF	\$	188.00 / MBF	
	3.90 MBF	3.90 MBF \$	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.95 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	SECURITY NUMBER	R:					
	Company or individual	bidding:							
	Company representative's name:								
	Address:								
	City:	State:	Zip:						
F AVAIL	ABLE, PLEASE PLACE	THE PERSONALIZED LABEL	FROM YOUR PROSP	ECTUS IN THE ABOVE BOX.					
ndividua	l or company representa	tive's signature:		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 WORKER'S	DISABILI	LITY 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 No days of the contract award and prior to the issuance		Exclusion or Certificate of Insurance must be submitted within 21 timber sale contract.			
•	All Information must be typed or printed except for	r written si	signatures.			
Ple	ase Check Appropriate Categories:					
1.	 My business is organized as (you must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 					
2.	 A. ☐ I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. ☐ I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. ☐ I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 					
	than yourself, including family members and act Full-time Employees	•	Part-time Employees			
Nam	e of Business		Federal ID (or) Social Security No.			
Addr	ess		Telephone ()			
City	State		ZIP			
000	ereby certify that the above information is true and ur in factors affecting my coverage during any of signature of Owner or Authorized Representative		et. I agree to notify the Michigan DNRE of any changes that sent and future operations.			

Date

BID FORM

CHALK HILLS SOUTH (33-027-12-01) T36N, R28W, SEC. 15, Menominee County

In response to the notice of sale to be held 3:00 p.m. (local time) on November 14, 2012, 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>	<u>UNITS*</u>	AD'	VERTISED PRICE	BID PRICE	<u> </u>
Sawlogs						
White Pine	96.00	MBF	\$	113.00 / MBF	\$	_ / MBF
Pulpwood						
Mixed Hardwood	313.00	Cords	\$	29.95 / Cord	\$	/ Cord
Mixed Softwood	188.00	Cords	\$	33.05 / Cord	\$	/ Cord
Q. Aspen	55.00	Cords	\$	31.40 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,339.10:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE		
Sawlogs					
Mixed Hardwood	4.30 MBF	\$	101.00 / MBF		
Red Oak	7.20 MBF	\$	140.00 / MBF		
Red Pine	4.40 MBF	\$	142.00 / MBF		
Pulpwood					
Red Oak	20.00 Cords	\$	13.60 / Cord		

^{*} The total volume is statistically estimated within plus (+) or minus (-) 15.11 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 SOC	IAL SECURITY NUMBER:_	·—— - ——-			
	Company or individual bidding:_			<u></u>			
	Company representative's name	e:					
	Address:						
	City:	State:	Zip:				
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.							
Individual or company representative's signature: Date:							
Phone number : Email (optional):							



Address

City

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:

•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Please Check Appropriate Categories:						
1.	1. My business is organized as (you must check <u>one</u> of the boxes below):					
	A. Sole Proprietorship (individual)					
	B. Partnership					
	C. Corporation					
2.	2. You must check <u>one</u> of the boxes below:					
	A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to to Worker's Compensation Laws.					
	B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).					
	C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certific days of the contract award.	ate of Insurance within 21				
3.	If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").					
	Full-time Employees Part-	-time Employees				
Nam	Name of Business Federal ID (or) Social Security No.					

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Telephone

ZIP

Signature of Owner or Authorized Representative

Title Date

State