

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #4951**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on July 30, 2013. LOCATION: INDIAN RIVER FIELD OFFICE, 6984 WILSON RD, INDIAN RIVER, MI 49749.

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

POPPLE CORN SWAMP (52-102-13-01) / T34N, R01W, SEC. 15, N1/2 OF THE SE, SW OF THE NE,.
T34N, R01W, SEC. 15, SE OF THE NE.

Cheboygan County, Advertised Price \$6,463.05, 19.0 Acres

SALE NOTE: Harvesting required December 1st through March 15th.

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

EMMET SALVAGE #7 (52-110-13-01) / T37N, R06W, SEC. 33, SW1/4,S1/2NW.

Emmet County, Advertised Price \$68,045.80, 184.0 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 state forest land.

EMMET SALVAGE #8 (52-111-13-01) / T37N, R06W, SEC. 28, S1/2SE.

T37N, R06W, SEC. 33, NE1/4, NESE.

Emmet County, Advertised Price \$73,335.40, 225.0 Acres

SALE NOTE: The snowmobile trail/ORV route runs through this sale.

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

EMMET SALVAGE #9 (52-112-13-01) / T37N, R06W, SEC. 28, W1/2.

Emmet County, Advertised Price \$48,831.20, 235.0 Acres

SALE NOTE: Snowmobile Trail/ORV route runs through this sale.

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

SIMON SAYS HARDWOOD (52-121-12-01) / T34N, R03W, SEC. 24, E1/2NE1/4; NE1/4SE1/4. Cheboygan County, Advertised Price \$15,051.25, 32.0 Acres

SALE NOTE: County has granted access through gravel pit off of Rondo Road, but must be

contacted by the purchaser prior to any activity. Landings and proposed new roads marked on timber sale map.

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.

#### BID INSTRUCTIONS (VER. 06/06/2013):

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

Bids must be received by the Unit Manager, INDIAN RIVER OFFICE, 6984 WILSON RD, INDIAN RIVER, MI 49749, no later than 3:00 p.m. (local time) on July 30, 2013. For further information concerning this sale, contact Shannon Harig at 231-238-9313 extension 4742.

#### 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 (6/13)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

#### 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 (3/13)

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 100% 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

#### POPPLE CORN SWAMP (52-102-13-01)

T34N, R01W, SEC. 15.

Cheboygan County (Advertised Price \$6,463.05)

SALE NOTE: Harvesting required December 1st through March 15th.

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

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* | <b>ADVE</b> | RTISED PRICE |
|--------------------|------------------|-------------|--------------|
| Sawlogs            |                  |             |              |
| B. T. Aspen        | 9.90 MBF         | \$          | 45.00 / MBF  |
| Pulpwood           |                  |             |              |
| B. T. Aspen        | 96.00 Cords      | \$          | 13.75 / Cord |
| Mixed Softwood     | 91.00 Cords      | \$          | 26.25 / Cord |
| Paper Birch        | 34.00 Cords      | \$          | 10.05 / Cord |
| Q. Aspen           | 62.00 Cords      | \$          | 12.55 / Cord |
| Red Maple          | 54.00 Cords      | \$          | 13.40 / Cord |
|                    |                  |             |              |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$465.40:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>AD\</u> | /ERTISED PRICE |
|--------------------|------------------|------------|----------------|
| Sawlogs            |                  |            |                |
| Black Spruce       | 0.40 MBF         | \$         | 51.00 / MBF    |
| Paper Birch        | 0.40 MBF         | \$         | 58.00 / MBF    |
| Q. Aspen           | 4.30 MBF         | \$         | 35.00 / MBF    |
| Red Pine           | 0.50 MBF         | \$         | 117.00 / MBF   |
| Pulpwood           |                  |            |                |
| Mixed Hardwood     | 16.00 Cords      | \$         | 13.30 / 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:**

- A bond in the amount of \$600.00 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

40%

02

60%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2016.

#### **Sale Specific Conditions & Requirements**

Sale Name: Popple Corn Swamp Sale Number: 52-102-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (10/12)

The sale boundary and Payment Unit boundaries are marked and identified by red paint. The painted boundary line trees are not Included Timber and are to be protected. Exterior sale boundary lines against state are marked with red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except WHITE PINE, OAK, and YELLOW BIRCH. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.2 - Utilization

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

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

#### 2.2.10 - No chipping tops and limbs (4/12)

Within Payment Unit(s) 1 and 2, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

#### 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 (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing double earthen berms at strategic locations. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations a Payment Unit to determine landing and road locations. 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 (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

#### 5.2.2 - 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) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are limited to FROZEN conditions (12/01-03/15). This restriction is because of wet soil and to prevent rutting.

#### 5.2.40 - Pathway protection (10/10)

The horse trail is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline.

#### 5.4 - Soil Protection

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

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

#### 5.4.2 - Skid trails (2/04)

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

#### 5.8 - Protection of Endangered Species

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

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

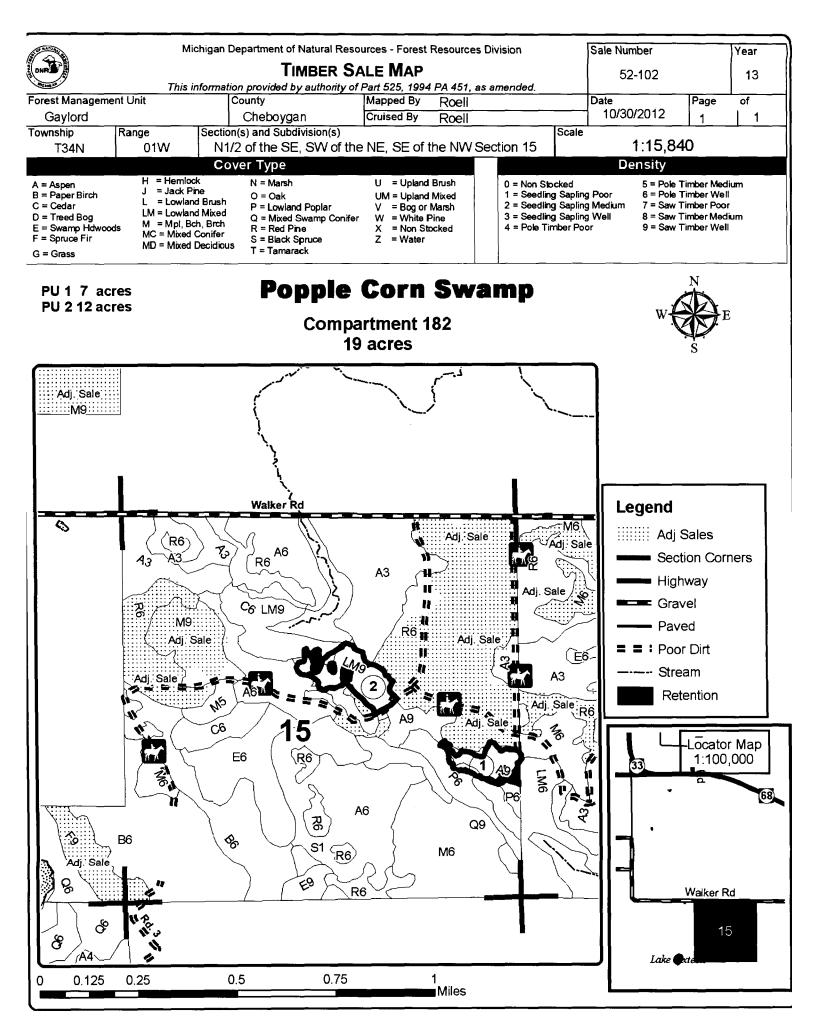
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.3 - Recreational trail posting (2/10)

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

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#### TIMBER SALE INFORMATION

#### EMMET SALVAGE #7 (52-110-13-01)

T37N, R06W, SEC. 33.

Emmet County (Advertised Price \$68,045.80)

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 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            |                         |            |               |
| White Ash          | 634.60 MBF              | \$         | 67.00 / MBF   |
| Pulpwood           |                         |            |               |
| Beech              | 360.00 Cords            | \$         | 10.90 / Cord  |
| White Ash          | 1,352.00 Cords          | \$         | 14.70 / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,729.20:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>ADV</u> | ERTISED PRICE |
|--------------------|------------------|------------|---------------|
| Sawlogs            |                  |            |               |
| Beech              | 26.20 MBF        | \$         | 66.00 / MBF   |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 21.41 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 \$3,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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 remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2015.

#### Sale Specific Conditions & Requirements

Sale Name: Emmet Salvage #7 Sale Number: 52-110-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (10/12)

The sale boundary is marked and identified by blue and red paint. The painted boundary line trees are not Included Timber and are to be protected. Exterior sale boundaries against private are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, all ash and beech trees are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. EXCEPT: Do not cut any trees marked with blue or green paint.

#### 2.2 - Utilization

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

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - 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.

#### 4.1.7 - Road closure (10/11)

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

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

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 3 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 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

#### 5.2.3.9 - 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.)

#### 5.2.38 - 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)

The snowmobile trail/ORV route 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 for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31.

#### 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 (3/13)

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.3 - Recreational trail posting (2/10)

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

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.6 - Forest health extension (6/13)

This sale contains trees infected with EAB and BBD. It is considered at high risk for mortality and/or loss of timber value.

The sale 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 or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The forest health 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.

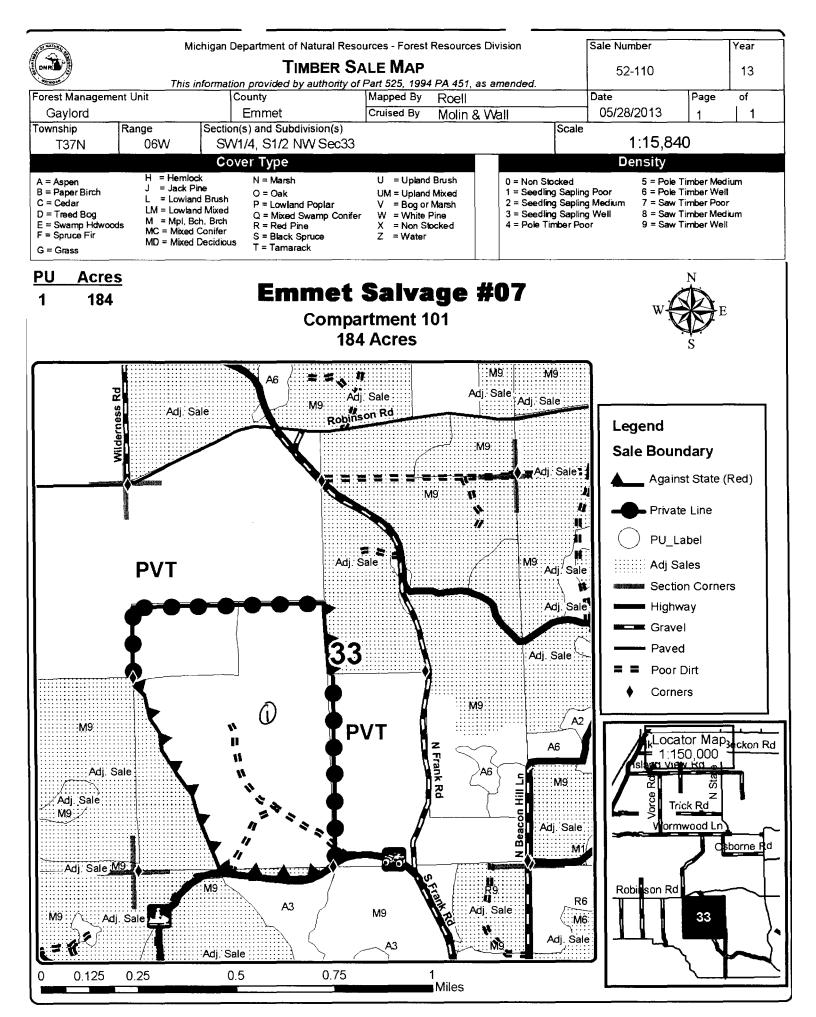
#### 7.3 - Contract Modifications

#### 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 6/14/2013 1:20:44PM



#### TIMBER SALE INFORMATION

#### EMMET SALVAGE #8 (52-111-13-01)

T37N, R06W, SEC. 28; T37N, R06W, SEC. 33. Emmet County (Advertised Price \$73,335.40)

SALE NOTE: The snowmobile trail/ORV route runs through this sale.

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

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* | ADV | ERTISED PRICE |
|--------------------|------------------|-----|---------------|
| Sawlogs            |                  |     |               |
| Beech              | 67.50 MBF        | \$  | 66.00 / MBF   |
| White Ash          | 661.30 MBF       | \$  | 67.00 / MBF   |
| Pulpwood           |                  |     |               |
| White Ash          | 1,467.00 Cords   | \$  | 14.70 / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,008.40:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>ADV</u> | ERTISED PRICE |
|--------------------|------------------|------------|---------------|
| Pulpwood           |                  |            |               |
| Beech              | 276.00 Cords     | \$         | 10.90 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.82 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 \$3,700.00 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 remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2015.

#### Sale Specific Conditions & Requirements

Sale Name: Emmet Salvage #8 Sale Number: 52-111-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (10/12)

The sale boundary is marked and identified by blue and red paint. The painted boundary line trees are not Included Timber and are to be protected. Exterior sale boundaries against private are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, all ash and beech trees are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. EXCEPT: Do not cut any trees marked with blue or green paint.

#### 2.2 - Utilization

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

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - 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.

#### 4.1.7 - Road closure (10/11)

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

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

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 3 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 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, 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.

#### 5.2.3.9 - 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.)

#### 5.2.38 - 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)

The snowmobile trail/ORV route 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 for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31.

#### 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 (3/13)

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.3 - Recreational trail posting (2/10)

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

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.6 - Forest health extension (6/13)

This sale contains trees infected with EAB and BBD. It is considered at high risk for mortality and/or loss of timber value. The sale 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 or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The forest health 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.

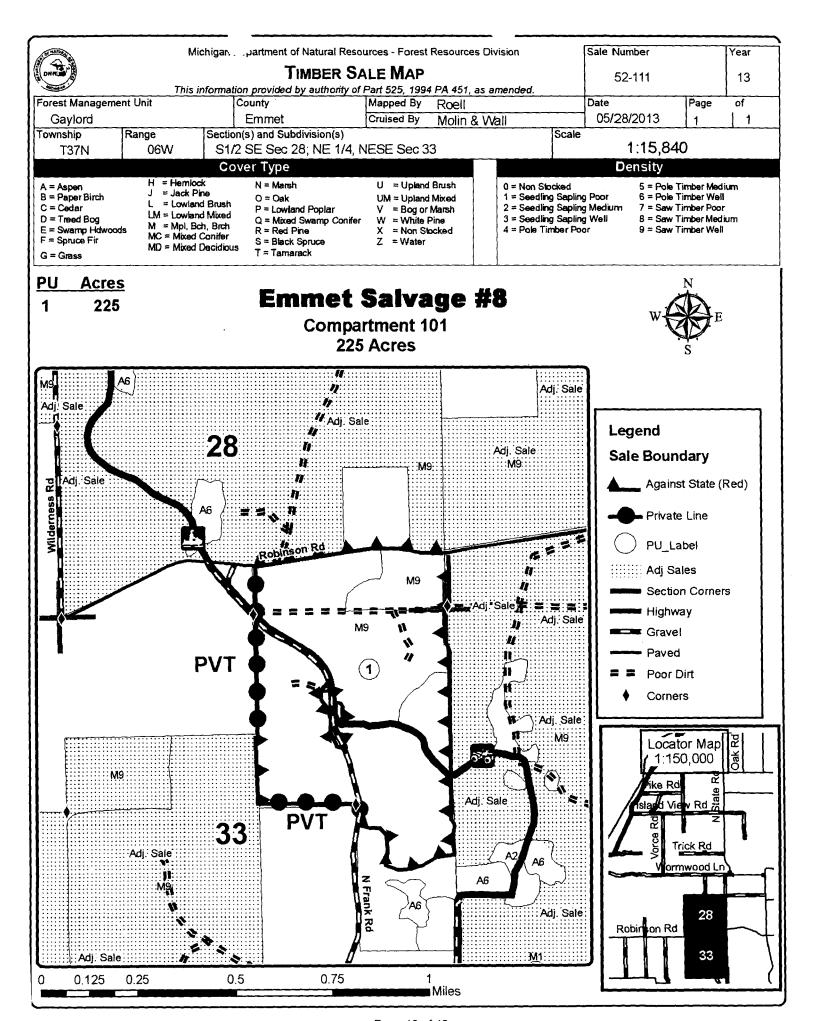
#### 7.3 - Contract Modifications

#### 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 6/14/2013 1:21:20PM



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#### TIMBER SALE INFORMATION

#### EMMET SALVAGE #9 (52-112-13-01)

T37N, R06W, SEC. 28.

Emmet County (Advertised Price \$48,831.20)

SALE NOTE: Snowmobile Trail/ORV route runs through this sale.

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

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            |                         |            |               |
| Beech              | 59.90 MBF               | \$         | 60.00 / MBF   |
| White Ash          | 387.10 MBF              | \$         | 61.00 / MBF   |
| Pulpwood           |                         |            |               |
| Beech              | 673.00 Cords            | \$         | 10.90 / Cord  |
| White Ash          | 972.00 Cords            | \$         | 14.70 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.50 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 **\$2,500.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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 remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2015.

#### Sale Specific Conditions & Requirements

Sale Name: Emmet Salvage #9 Sale Number: 52-112-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (10/12)

The sale boundary is marked and identified by blue and red paint. The painted boundary line trees are not Included Timber and are to be protected. Exterior sale boundaries against private are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, all ash and beech trees are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. EXCEPT: Do not cut any trees marked with blue or green paint.

#### 2.2 - Utilization

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

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - 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.

#### 4.1.7 - Road closure (10/11)

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

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

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 3 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 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

#### 5.2.3.9 - 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.)

#### 5.2.38 - 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)

The snowmobile trail/ORV route 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 for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31.

#### 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 (3/13)

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.3 - Recreational trail posting (2/10)

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

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.6 - Forest health extension (6/13)

This sale contains trees infected with EAB and BBD. It is considered at high risk for mortality and/or loss of timber value.

The sale 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 or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The forest health 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.

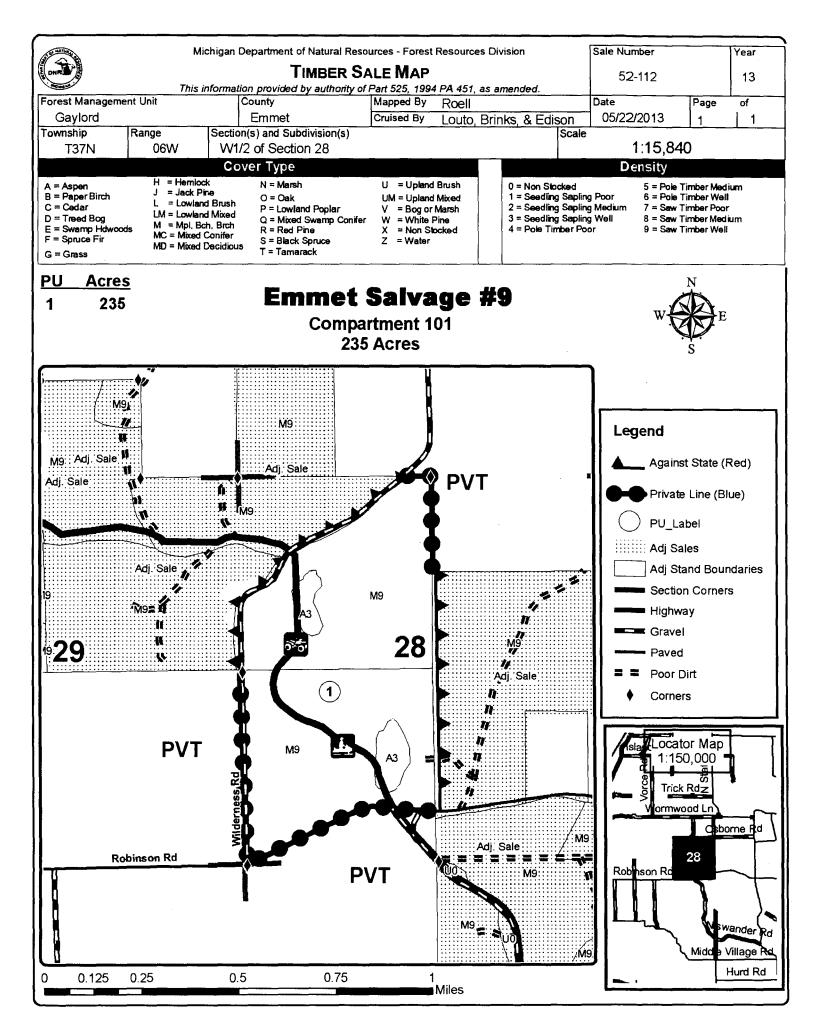
#### 7.3 - Contract Modifications

#### 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 6/14/2013 1:21:54PM



#### TIMBER SALE INFORMATION

#### SIMON SAYS HARDWOOD (52-121-12-01)

T34N, R03W, SEC. 24.

Cheboygan County (Advertised Price \$15,051.25)

SALE NOTE: County has granted access through gravel pit off of Rondo Road, but must be contacted by the purchaser prior to any activity. Landings and proposed new roads marked on timber sale map.

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> | AD\ | /ERTISED PRICE |
|--------------------|-------------------------|-----|----------------|
| Sawlogs            |                         |     |                |
| Basswood           | 16.10 MBF               | \$  | 116.00 / MBF   |
| Beech              | 2.40 MBF                | \$  | 212.00 / MBF   |
| Sugar Maple        | 15.30 MBF               | \$  | 569.00 / MBF   |
| White Ash          | 14.30 MBF               | \$  | 103.00 / MBF   |
| Pulpwood           |                         |     |                |
| Basswood           | 109.00 Cords            | \$  | 7.85 / Cord    |
| Beech              | 30.00 Cords             | \$  | 12.80 / Cord   |
| Sugar Maple        | 131.00 Cords            | \$  | 7.70 / Cord    |
| White Ash          | 37.00 Cords             | \$  | 6.70 / Cord    |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 18.99 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 \$755.00 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 remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2016.

#### **Sale Specific Conditions & Requirements**

Sale Name: Simon Says Hardwood Sale Number: 52-121-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (10/12)

The sale boundary is marked and identified by blue and red paint. The painted boundary line trees are not Included Timber and are to be protected. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

#### 2.2 - Utilization

#### 2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

#### 2.2.8 - Utilization and removal (2/11)

Retain on site 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is to satisfy Woody Biomass Harvesting Guidelines.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 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 elms. 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 \$200 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)

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. Construction of new road shall be done in such a way as to minimize the environmental impacts. However, stumps, slash, and disturbed soils may remain on the edge of the road to be redistributed within the new road following utilization as a means of making the new road impassable to traffic.

#### 4.1.7 - Road closure (10/11)

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 of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

#### 5.2 - 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.

#### 5.2.2 - 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.

#### 5.2.2.2 - Snag tree creation (1) (2/04)

Trees marked with 2 horizontal ringsmust be girdled by making two saw cuts, 2 inches deep completely around the tree. The tree must be left standing. Designated girdle trees may not be girdled if the tree is already dead, shows more than 50% crown mortality, or is currently being used as a den tree.

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s), 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.

#### 5.2.3.9 - 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.)

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

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

#### 5.4 - Soil Protection

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

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

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

#### 5.4.2 - Skid trails (2/04)

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

#### 5.8 - 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.

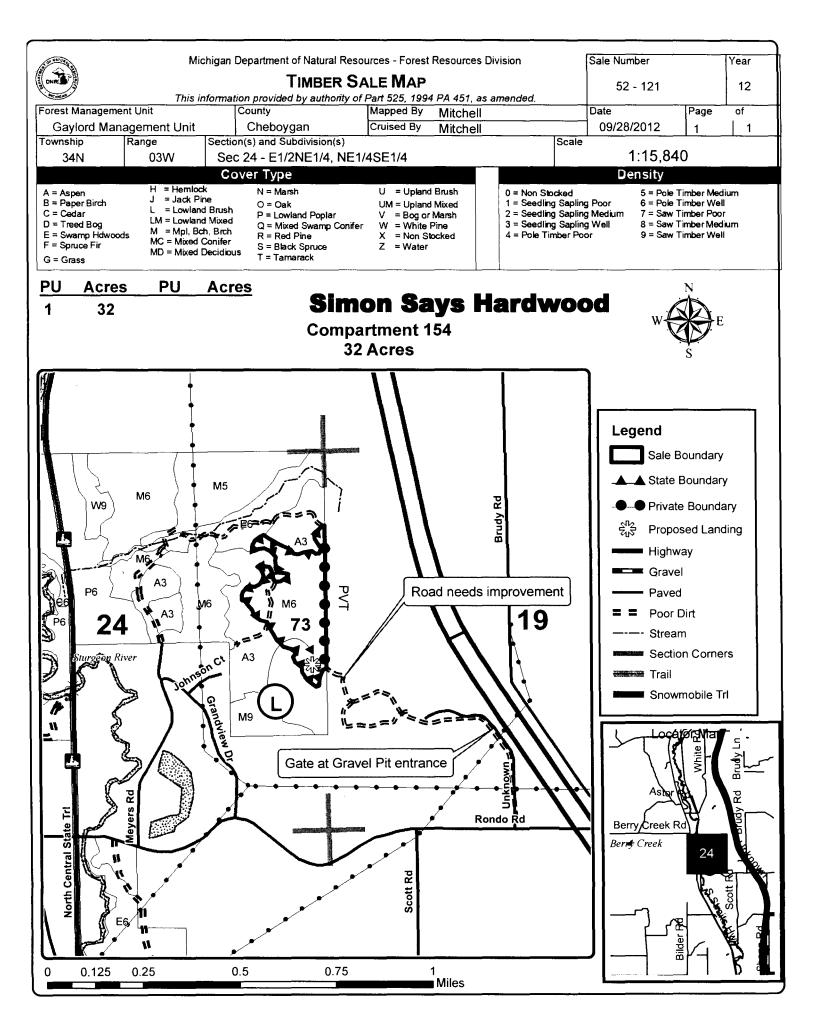
#### 7 - Other Conditions

#### 7.5 - Loss

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

The sale area has received damage from Beech Bark Disease and Emerald Ash Borer. 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 6/14/2013 1:36:06PM



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#### **BID FORM**

POPPLE CORN SWAMP (52-102-13-01) T34N, R01W, SEC. 15, Cheboygan County

In response to the notice of sale to be held 3:00 p.m. (local time) on July 30, 2013, 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 | <b>ESTIMATE</b> | D UNITS* | ADV | ERTISED PRICE | BID PF | RICE   |
|--------------------|-----------------|----------|-----|---------------|--------|--------|
| Sawlogs            |                 |          |     |               |        |        |
| B. T. Aspen        | 9.90            | MBF      | \$  | 45.00 / MBF   | \$     | / MBF  |
| Pulpwood           |                 |          |     |               |        |        |
| B. T. Aspen        | 96.00           | Cords    | \$  | 13.75 / Cord  | \$     | / Cord |
| Mixed Softwood     | 91.00           | Cords    | \$  | 26.25 / Cord  | \$     | / Cord |
| Paper Birch        | 34.00           | Cords    | \$  | 10.05 / Cord  | \$     | / Cord |
| Q. Aspen           | 62.00           | Cords    | \$  | 12.55 / Cord  | \$     | / Cord |
| Red Maple          | 54.00           | Cords    | \$  | 13.40 / Cord  | \$     | / Cord |
|                    |                 |          |     |               |        |        |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$465.40:

| PRODUCTS & SPECIES | <b>ESTIMATED</b> | UNITS* | ADV | ERTISED PRICE |
|--------------------|------------------|--------|-----|---------------|
| Sawlogs            |                  |        |     |               |
| Black Spruce       | 0.40             | MBF    | \$  | 51.00 / MBF   |
| Paper Birch        | 0.40             | MBF    | \$  | 58.00 / MBF   |
| Q. Aspen           | 4.30             | MBF    | \$  | 35.00 / MBF   |
| Red Pine           | 0.50             | MBF    | \$  | 117.00 / MBF  |
| Pulpwood           |                  |        |     |               |
| Mixed Hardwood     | 16.00            | Cords  | \$  | 13.30 / 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 SOCIAL SECU     | RITY NUMBER:         |               |   |
|--------------|--------------------------------------|--------------------|----------------------|---------------|---|
|              | Company or individual bidding:       |                    |                      |               |   |
|              | Company representative's name:       |                    |                      |               |   |
|              | Address:                             |                    |                      |               |   |
|              | City:                                | State:             | Zip:                 |               |   |
| -<br>F AVAIL | ABLE, PLEASE PLACE THE PERSOI        | NALIZED LABEL FROM | YOUR PROSPECTUS IN T | HE ABOVE BOX. |   |
| ndividual    | or company representative's signatur | e:                 |                      | Date:         | _ |
| hone nu      | ımber :                              | Email (c           | ptional):            |               |   |
|              |                                      |                    |                      |               |   |



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 I   | DISABIL                                   | ITY 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  | ease Check Appropriate Categories:   |   |  |  |  |  |  |  |
| 1.   | My business is organized as (you <b>must</b> check on A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation  | e of the                                  | boxes below):  |  |  |  |  |  |
| 2.   | You <b>must</b> check <u>one</u> of the boxes below:  A.   I certify that my business is a sole proprietors  | hip 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 ob Notice of Exclusion (BWC-337, Rev. 5/96).  | oligation to<br>will provide<br>37, pleas | to the Worker's Compensation Act through the use of an approved ride a copy of the Notice of Exclusion within 21 days of the contract se call the Worker's Compensation Bureau at 517-322-1195). |  |  |  |  |  |
| 3.   | days of the contract award.  If you have checked item 2(A) or 2(B), you <b>must</b> than yourself, including family members and activities.  |   | the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").  |  |  |  |  |  |
|      | Full-time Employees  |   | Part-time Employees  |  |  |  |  |  |
| Nam  | ne of Business   |   | Federal ID (or) Social Security No.  |  |  |  |  |  |
| Add  | ress   |   | Telephone ( )  |  |  |  |  |  |
| City | State  |   | ZIP  |  |  |  |  |  |
|      | ereby certify that the above information is true and<br>our in factors affecting my coverage during any of I   |   | I agree to notify the Michigan DNRE of any changes that ent and future operations.   |  |  |  |  |  |
| 5    | Signature of Owner or Authorized Representative  |   |  |  |  |  |  |  |
| 1    | Fitle  |   | Date   |  |  |  |  |  |

#### **BID FORM**

EMMET SALVAGE #7 (52-110-13-01) T37N, R06W, SEC. 33, Emmet County

In response to the notice of sale to be held 3:00 p.m. (local time) on July 30, 2013, 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 BID                 | <u>PRICE</u>                      |
|--|----------------------------------|------------------------|---------------------------|-----------------------------------|
| Sawlogs<br>White Ash<br>Pulpwood   | 634.60 MBF                       | \$ 67.00 /             | MBF \$                    | / MBF                             |
| Beech  | 360.00 Cords                     | \$ 10.90 /             | Cord \$                   | / Cord                            |
| White Ash  | 1,352.00 Cords                   | \$ 14.70 /             | Cord \$                   | / Cord                            |
| In addition, the successful bidder agree   | ees to purchase the following sp | pecies at the indicate | ed advertised price for a | total value of \$1,729.20 :       |
| PRODUCTS & SPECIES Sawlogs   | ESTIMATED UNITS*                 | ADVERTISED             | ) PRICE                   |                                   |
| Beech  | 26.20 MBF                        | \$ 66.00 /             | MBF                       |                                   |
| * The total volume is statistically estim<br>Prospective bidders are urged to example.                           |                                  | •                      |                           | al and not subject to adjustment. |
| I understand that any or all bids may lunderstand that consideration and aw equipment and staffing subject to my | arding a contract will be based  | <del>-</del>           |                           |                                   |
| FEDERAL ID:  | or SOCIAL SE                     | CURITY NUMBER:_        |                           |                                   |
| Company or individual bido   | ling:                            |                        |                           |                                   |
| Company representative's   | name:                            |                        |                           |                                   |
| Address:   |                                  |                        |                           |                                   |
| City:  | State:                           | Zip:                   |                           |                                   |
| IF AVAILABLE, PLEASE PLACE THE   | PERSONALIZED LABEL FRO           | M YOUR PROSPE          | CTUS IN THE ABOVE I       | BOX.                              |
| Individual or company representative'  | s signature:                     |                        | Date:                     |                                   |

Phone number :\_\_\_\_\_ 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 WOR  | 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   | xcept for written si | ignatures.         |   |  |  |  |  |  |
| Ple      | ease Check Appropriate Categories:   |                      |                    |   |  |  |  |  |  |
| 1.       | <ul> <li>My business is organized as (you must check <u>one</u> of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>   |                      |                    |   |  |  |  |  |  |
| 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 must enter "0"). |  |  |  |  |  |
|          | Full-time En   | nployees             |                    | Part-time Employees   |  |  |  |  |  |
| Nam      | ne of Business   |                      | Federal ID (or) So | cial Security No.   |  |  |  |  |  |
| Add      | ress   |                      | Telephone ( )      |   |  |  |  |  |  |
| City     |  | State                | ZIP                |   |  |  |  |  |  |
| occ<br>_ | ereby certify that the above information is<br>our in factors affecting my coverage during<br>Signature of Owner or Authorized Representative  |                      |                    | ify the Michigan DNRE of any changes that operations.                 |  |  |  |  |  |

Date

TIMBER SALE / SEALED BID

STATE OF MICHIGAN / DNR

GAYLORD MANAGEMENT UNIT INDIAN RIVER OFFICE

## EMMET SALVAGE #8 (52-111-13-01) T37N, R06W, SEC. 28; T37N, R06W, SEC. 33, Emmet County

**BID FORM** 

In response to the notice of sale to be held 3:00 p.m. (local time) on July 30, 2013, 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.

| ESTIMATED UNITS*   | ADV   | ERTISED PRICE  | BID PRICE  |                             |
|--|---|--|--|-----------------------------|
| 67.50 MBF  | \$  | 66.00 / MBF  | \$   | _ / MBF                     |
| 661.30 MBF   | \$  | 67.00 / MBF  | \$   | _ / MBF                     |
| 1,467.00 Cords   | \$  | 14.70 / Cord   | \$   | _ / Cord                    |
| es to purchase the following sp  | oecies at th  | e indicated advertise  | ed price for a total va  | alue of \$3,008.40 :        |
| ESTIMATED UNITS*   | ADV   | ERTISED PRICE  |  |                             |
| 276.00 Cords   | \$  | 10.90 / Cord   |  |                             |
| ine this timber and to make the<br>e rejected. All bids must be si<br>rding a contract will be based | eir own est   | imates of quantity ar<br>Ill bid items must be   | nd quality.<br>bid or the bid form n   | nay be rejected. I also     |
| or SOCIAL SE   | CURITY N  | JMBER: -   | -  |                             |
|  |   |  |  |                             |
|  |   |  |  |                             |
|  |   |  |  |                             |
|  |   |  |  |                             |
| PERSONALIZED LABEL FRO   | OM YOUR I   | PROSPECTUS IN T  | HE ABOVE BOX.  |                             |
|  |   |  |  |                             |
|  |   |  |  |                             |
| r  | 67.50 MBF 661.30 MBF  1,467.00 Cords es to purchase the following sp  ESTIMATED UNITS*  276.00 Cords eted within plus (+) or minus (-) ine this timber and to make the erejected. All bids must be signed a contract will be based ontrol.  or SOCIAL SEI ng: same:  State:  PERSONALIZED LABEL FROM signature: | 67.50 MBF \$ 661.30 MBF \$ 1,467.00 Cords \$ es to purchase the following species at the ESTIMATED UNITS* ADV 276.00 Cords \$ eated within plus (+) or minus (-) 17.82 per sine this timber and to make their own est the rejected. All bids must be signed and a rading a contract will be based upon my pontrol.  or SOCIAL SECURITY NUmg: ame: State: Zip: PERSONALIZED LABEL FROM YOUR IS signature: | 67.50 MBF \$ 66.00 / MBF 661.30 MBF \$ 67.00 / MBF  1,467.00 Cords \$ 14.70 / Cord es to purchase the following species at the indicated advertise ESTIMATED UNITS* ADVERTISED PRICE  276.00 Cords \$ 10.90 / Cord eted within plus (+) or minus (-) 17.82 percent. The estimated sine this timber and to make their own estimates of quantity at the erejected. All bids must be signed and all bid items must be arding a contract will be based upon my past performance and control.  Or SOCIAL SECURITY NUMBER: | 67.50 MBF \$ 66.00 / MBF \$ |



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) |  |
| Farest Management Heits          |  |
| 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
- 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 contra   | ct.             |  |  |  |  |  |
|----------|--|-----------------|--|--|--|--|--|
| •        | <ul> <li>All Information must be typed or printed except for written signatures.</li> </ul>  |                 |  |  |  |  |  |
| Ple      | Please Check Appropriate Categories:   |                 |  |  |  |  |  |
| 1.       | <ol> <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>Corporation</li> </ol>   |                 |  |  |  |  |  |
| 2.       | <ul> <li>You must check one of the boxes below:</li> <li>A.</li></ul>  |                 |  |  |  |  |  |
| 3.       | 3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>b</b> othan yourself, including family members and active partners (if none, you remaind the property of the propert |                 |  |  |  |  |  |
| Nam      | Name of Business Federal ID (or) Soci  | al Security No. |  |  |  |  |  |
| Addr     | Address Telephone ( )  | Telephone ( )   |  |  |  |  |  |
| City     | City State ZIP   |                 |  |  |  |  |  |
| occ<br>_ | hereby certify that the above information is true and correct. I agree to notify occur in factors affecting my coverage during any of my present and future op  Signature of Owner or Authorized Representative  |                 |  |  |  |  |  |
| T        | Title Date   |                 |  |  |  |  |  |

\_\_\_\_\_

#### **BID FORM**

EMMET SALVAGE #9 (52-112-13-01) T37N, R06W, SEC. 28, Emmet County

In response to the notice of sale to be held 3:00 p.m. (local time) on July 30, 2013, 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 | <b>ESTIMATE</b> | D UNITS* | ADVERTISED PRICE |              | BID P | RICE   |
|--------------------|-----------------|----------|------------------|--------------|-------|--------|
| Sawlogs            |                 |          |                  |              |       |        |
| Beech              | 59.90           | MBF      | \$               | 60.00 / MBF  | \$    | / MBF  |
| White Ash          | 387.10          | MBF      | \$               | 61.00 / MBF  | \$    | / MBF  |
| Pulpwood           |                 |          |                  |              |       |        |
| Beech              | 673.00          | Cords    | \$               | 10.90 / Cord | \$    | / Cord |
| White Ash          | 972.00          | Cords    | \$               | 14.70 / Cord | \$    | / Cord |
|                    |                 |          |                  |              |       |        |

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          | AL SECURITY NUMBER: | :                     | _  |
|---------------|------------------------------|-------------------|---------------------|-----------------------|----|
|               | Company or individual biddin | g:                |                     |                       |    |
|               | Company representative's na  | ame:              |                     |                       |    |
|               | Address:                     |                   |                     |                       |    |
|               | City:                        | State:            | Zip:                |                       |    |
|               | ony:                         |                   |                     |                       |    |
| ]<br>IF AVAIL | ABLE, PLEASE PLACE THE F     |                   |                     |                       | X. |
|               | •                            | PERSONALIZED LABE | L FROM YOUR PROSPE  | ECTUS IN THE ABOVE BO |    |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.50 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.



Name of Business

Address

Title

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.  |  |  |  |  |  |  |
| Ple | ase Check Appropriate Categories:  |  |  |  |  |  |  |
| 1.  | My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation  |  |  |  |  |  |  |
| 2.  | <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  |  |  |  |  |  |  |

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

State

Date

Federal ID (or) Social Security No.

#### **BID FORM**

SIMON SAYS HARDWOOD (52-121-12-01) T34N, R03W, SEC. 24, Cheboygan County

In response to the notice of sale to be held 3:00 p.m. (local time) on July 30, 2013, 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 | <b>ESTIMATE</b> | D UNITS* | AD\ | VERTISED PRICE | <b>BID PRICE</b> |        |
|--------------------|-----------------|----------|-----|----------------|------------------|--------|
| Sawlogs            |                 |          |     |                |                  |        |
| Basswood           | 16.10           | MBF      | \$  | 116.00 / MBF   | \$               | / MBF  |
| Beech              | 2.40            | MBF      | \$  | 212.00 / MBF   | \$               | / MBF  |
| Sugar Maple        | 15.30           | MBF      | \$  | 569.00 / MBF   | \$               | / MBF  |
| White Ash          | 14.30           | MBF      | \$  | 103.00 / MBF   | \$               | / MBF  |
| Pulpwood           |                 |          |     |                |                  |        |
| Basswood           | 109.00          | Cords    | \$  | 7.85 / Cord    | \$               | / Cord |
| Beech              | 30.00           | Cords    | \$  | 12.80 / Cord   | \$               | / Cord |
| Sugar Maple        | 131.00          | Cords    | \$  | 7.70 / Cord    | \$               | / Cord |
| White Ash          | 37.00           | Cords    | \$  | 6.70 / Cord    | \$               | / Cord |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 18.99 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               | RTTY NUMBER: |  |  |  |  |
|---|--------------------------------|------------------------------|--------------|--|--|--|--|
|   | Company or individual bidding: |                              |              |  |  |  |  |
|   | Company representative's name: | mpany 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 : Em   |                                |                              | optional):   |  |  |  |  |



Address

City

Michigan Department of Natural Resources & Environment Forest Management Division

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

FOR DEPARTMENT USE ONLY

Sale Number (XX – XXX – XX – XX)

Forest Management Unit:

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

Worker's Compensation Laws.

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: My business is organized as (you must check one of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 2. You must check one of the boxes below:

A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the

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).

| Name of Business   |  | Federal ID (or) Social Security No.                                   |  |
|--|--|---|--|
|  | Full-time Employees  | Part-time Employees   |  |
| 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, than yourself, including family members and active partners (if none, you must enter "0"). |  |   |  |
|  | C.  I certify that my business has a Worker's Compensation days of the contract award. | Policy. I will provide an original Certificate of Insurance within 21 |  |

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.

State

Telephone

ZIP

| Signature of Owner or Authorized Representative |      |
|---|------|
| Title   | Date |