

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5022

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on January 9, 2014.
LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 STATE HWY M-123, NEWBERRY, MI 49868.

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

THE GOOD AND THE BAD (42-008-13-01) / T45N, R08W, SEC. 14, SW1/4, N1/2NW, SWNW.

T45N, R08W, SEC. 14, W1/2NE, W1/2SE.

T45N, R08W, SEC. 15, S1/2SE, SENE.

Luce County, Advertised Price \$53,100.65, 116.0 Acres

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

ASH OVERHAUL (42-009-13-01) / T45N, R08W, SEC. 15, E1/2NW, SWNW, N1/2SW.

T45N, R08W, SEC. 16, NENW, NWNE, SENE, NESE.

Luce County, Advertised Price \$39,057.25, 107.0 Acres

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

MUDDY TIRES HARDWOODS (42-018-13-01) / T45N, R08W, SEC. 13, W1/2 SW, SEC 26 N1/2 NE.

T45N, R08W, SEC. 14, E1/2 SE, NWSE.

T45N, R08W, SEC. 23, SE 1/4, S1/2 NE, NESW.

T45N, R08W, SEC. 24, NWNW, W1/2 SW, SWSE.

Luce County, Advertised Price \$40,311.80, 220.0 Acres

SALE NOTE: WINTER SALE -- lowland hardwood sale with heavy clay soils located on the Kneeland Bigelow Road, just south of the Soo Junction and M-28 Intersection. Access through private land via existing easement.

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

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

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO BOX 428 5666 STATE HWY M-123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on January 9, 2014. For further information concerning this sale, contact Keith Magnusson at 906-293-3293 extension 4740.

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

THE GOOD AND THE BAD (42-008-13-01)

T45N, R08W, SEC. 14; T45N, R08W, SEC. 15.

Luce County (Advertised Price \$53,100.65)

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

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* | AD\ | /ERTISED PRICE |
|--------------------|------------------|-----|----------------|
| Sawlogs | | | |
| Sugar Maple | 42.30 MBF | \$ | 704.00 / MBF |
| Pulpwood | | | |
| Mixed Aspen | 132.00 Cords | \$ | 23.50 / Cord |
| Mixed Hardwood | 615.00 Cords | \$ | 25.80 / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,352.45:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | AD\ | /ERTISED PRICE |
|--------------------|-------------------------|-----|----------------|
| Sawlogs | | | |
| Mixed Hardwood | 6.20 MBF | \$ | 84.00 / MBF |
| Red Maple | 10.50 MBF | \$ | 189.00 / MBF |
| Pulpwood | | | |
| Beech | 57.00 Cords | \$ | 26.75 / Cord |
| Mixed Softwood | 16.00 Cords | \$ | 20.15 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 19.19 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 \$3,100.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

| PAYMENT UNIT NUMBER | PERCENT OF TOTAL SALE VALUE |
|---------------------|-----------------------------|
| 01 | 13% |
| 02 | 27% |
| 03 | 26% |
| 04 | 18% |
| 05 | 16% |
| | |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2017.

Sale Specific Conditions & Requirements

Sale Name: The Good And The Bad Sale Number: 42-008-13-01

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 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. Interior Payment Unit boundaries 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, 2, 3, 4, & 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.11 - Description of timber note (2/04)

Note that Mixed Hardwood pulp is mostly Maple but includes a minor component of birch, basswood, and ash. Mixed Hardwood logs include yellow birch, basswood, and white and black ash. Mixed Aspen includes quaking, big tooth, and balsam poplar. Mixed Softwood pulp includes balsam fir and spruce.

2.2 - Utilization

2.2.4 - Skidding length (9/13)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment Unit(s) 2, 3, & 4 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.1 - Construction

4.1.6 - 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. Overgrown and/or abandoned 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 at the beginning of any new road course. Stumps and brush must be placed along the road course for a minimum of 100 ft, effectively obliterating it. These roads must be rendered completely impassable to cars, trucks and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

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

The following road work may be required: A temporary driveway with permit from MDOT. This driveway will be considered a new road as outlined in spec. 4.1.7. In addition, the purchaser shall follow all guidelines required by MDOT for driveway

construction as well as rehabilitation of their right-of-way once the driveway is removed.

4.1.11 - Permits (2/12)

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

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative. Abandoned/closed roads do not need to be graded.

4.3 - Public Right-of-Way

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

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

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 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

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

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) 4 and 5, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 12/15 to 4/1. This restriction is because of wet access and soil conditions, as well as winter deer activity.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, 2, & 3, unless changed by written agreement, cutting and skidding are not permitted during the period of April 1 to July 1. This restriction is because of bark slippage and wet soil types.

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the cleared and maintained M 28 road corridor without permission of the Unit

manager or their representative.

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

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

5.3 - Stream Protection

5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 50 feet of creek/stream/river/intermittent creek.

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

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on M 28 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 12/2/2013 11:48:56AM

Michigan Department of Natural Resources-Forest Management Division

TIMBER SALE MAP

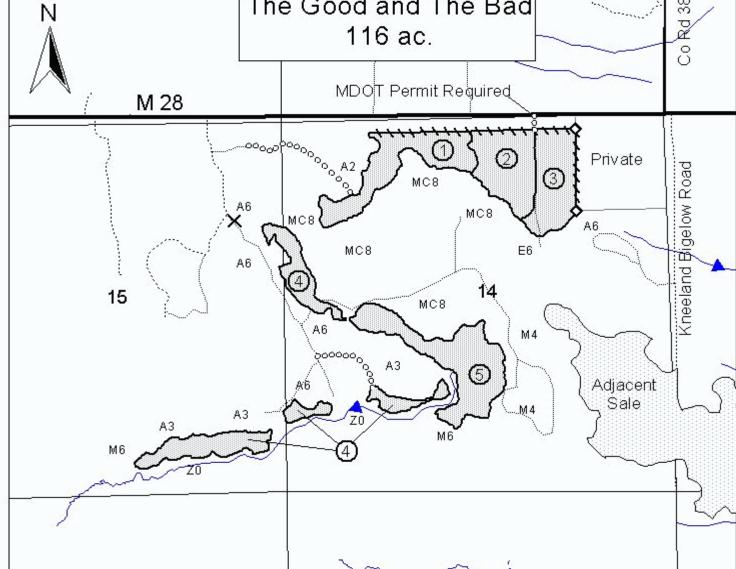
This information provided under authority of Part 525, Act 451 of 1994, as amended.

Sale No. Year Sale Type 42-008 13 01

Comp. 133 YOE 2013 State Forest and Forest Management Unit: Mapped By/ Cruised By: Newberry Stands 18, 22 R. Mattila Range Township Section(s) Sec 14; SW 1/4, N 1/2NW, SWNW, W 1/2NE, W 1/2SE.

8W 45N 14,15

Scale: 1:15840 Sec 15; S1/2 SE, SENE Cover Type Density 7-Saw Timber Poor A-Aspen He Rem lock P-Lowland Poplar 1= Non 8 locked V=Bog or Marsh W=While Pine B-Paper Birch Q-Mixed Swamp Cnt J-Jack Pine 2-Seedling Sapling Poor 3-Seedling Sapling Well S- Saw Timber Medium C-Cedar Le Lowland Brush R- Red Pine 9- Saw Timber Well X= Non Slocked S-Black Spruce E-Swamp Howwoods M-Mpl, Bch, Brch ← Pole Timber Poor S- Pole Timber Medium Z=Water F=Spruce Fir MC - Mixed Confers G-Grass 0-0 ak U- Upland Brush 6- Pole Timber Well 383 The Good and The Bad 2 116 ac. MDOT Permit Required M 28



Legend Unit 1 22 ac. Boundary Line (Red) Timbersale Unit 2 20 ac. Private Line (Blue) Unit Number Unit 3 18 ac. Closed Road Proposed access Unit 4 28 ac. Forest Road Stream Unit 5 28 ac. Berm Total 116 ac. 0 Survey Corner OS Miles

TIMBER SALE INFORMATION

ASH OVERHAUL (42-009-13-01)

T45N, R08W, SEC. 15; T45N, R08W, SEC. 16.

Luce County (Advertised Price \$39,057.25)

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

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* | AD\ | /ERTISED PRICE |
|--------------------|------------------|-----|----------------|
| Sawlogs | | | |
| Red Maple | 14.40 MBF | \$ | 191.00 / MBF |
| Sugar Maple | 22.00 MBF | \$ | 712.00 / MBF |
| White Ash | 26.50 MBF | \$ | 85.00 / MBF |
| Pulpwood | | | |
| Black Spruce | 82.00 Cords | \$ | 24.65 / Cord |
| Mixed Hardwood | 556.00 Cords | \$ | 25.10 / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,413.45:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>ADV</u> | ERTISED PRICE |
|--------------------|-------------------------|------------|---------------|
| Pulpwood | | | |
| Mixed Aspen | 37.00 Cords | \$ | 22.85 / Cord |
| Mixed Softwood | 80.00 Cords | \$ | 19.60 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 19.13 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 **\$2,150.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

| PAYMENT UNIT NUMBER | PERCENT OF TOTAL SALE VALUE |
|---------------------|-----------------------------|
| 01 | 8% |
| 02 | 16% |
| 03 | 20% |
| 04 | 32% |
| 05 | 24% |
| | |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2017.

Sale Specific Conditions & Requirements

Sale Name: Ash Overhaul Sale Number: 42-009-13-01

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 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. Interior Payment Unit boundaries are marked with red paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees which meet minimum piece specifications in 2.2 Utilization except cedar, hemlock, and any trees marked with green paint. Note, Unit 1 is optional due to potential access issues, removing Unit 1 is a contract modification which requires a Timber Sale Contract Supplement.

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

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

2.1.9 - Harvest exception (12/08)

Do not cut any cedar or hemlock trees other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing cedar and hemlock and to leave an intact stand upon sale completion. All cut cedar shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative. No hemlock shall be cut. Stumpage price for cedar shall be \$50.00 per cord for posts and pulpwood, and \$100.00 per cord for bolts and sawlogs.

2.1.11 - Description of timber note (2/04)

Note that Mixed Hardwood pulp is mostly ash and maple but includes basswood, beech, and ironwood. Mixed Aspen may include quaking, big tooth, and balsam poplar. Mixed Softwood include balsam fir, white spruce, pine, and tamarack.

2.2 - Utilization

2.2.4 - Skidding length (9/13)

In payment units 2, 3, 4, and 5, skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment Unit(s) 3, 4, & 5 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.1 - Construction

4.1.1 - Stream crossings, general (3/11)

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

4.1.4 - Timber removed for construction (12/09)

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

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown and/or abandoned 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 at the beginning of any new road course. Stumps and brush must be placed along the road course for a minimum of 100 ft, effectively obliterating it. These roads must be rendered completely impassable to cars, trucks and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.1.11 - Permits (2/12)

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

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative. Abandoned/closed roads do not need to be graded.

4.3 - Public Right-of-Way

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

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

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 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

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

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) 3, 4, and 5, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 12/15 to 4/1. This restriction is because of wet access and soil conditions, as well as winter deer activity.

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.17 - Crane Mats/Timber Mats (9/11)

Some roads or skid trails may require extra protection such as that afforded by Crane Mats/Timber Mats. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette OSC and the Grayling Field Office. Contact the sale administrator for specific details. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$125.00 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of cleared and maintained M 28 road corridor without permission of the Unit Manager or his/her representative.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

5.8 - 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

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on M 28 prior to beginning operations. The road must be posted at appropriate distances from the sale area, it is recommended a minimum of 1/4 mile east and west of entrance onto M 28, to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 12/2/2013 4:20:28PM

Michigan Department of Natural Resources-Forest Management Division

TIMBER SALE MAP

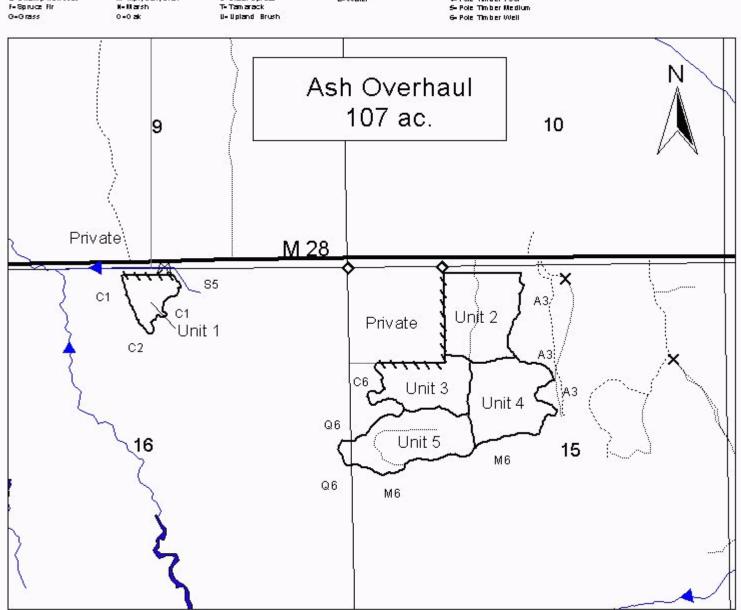
This information provided under authority of Part 525, Act 451 of 1994, as amended.

Sale No. Үеаг Sale Type 42-009 13 01

Comp. 131, 133 YOE 2013 State Forest and Forest Management Unit: Mapped By/ Cruised By: Newberry Stands 2, 38, 56 R. Mattila Township

Section(s) Sec 15; E1/2NW, SWNW, N1/2SW. Range Subdivision Scale: 1:15840 45N 8W 15,16 Sec 16; NENW, NWNE, SENE, NESE

Cover Type Density V-Bog or Marsh 7-Saw Timber Poor P-Lowland Poplar 1= Non 8 locked Q-Mixed Swamp Cnt J-Jack Pine 2-Seedling Sapling Poor 3-Seedling Sapling Well W-While Pine S- Saw Timber Medium Le Lowland Brush R- Red Pine X= Non Slocked 9- Saw Timber Well S-Black Spruce M-Mpl, Bch, Brch ← Pole Timber Poor S- Pole Timber Medium Z- Water



Legend

A-Aspen B-Paper Birch

E-Swamp Howwoods

C-Cedar

He Rem lock

Boundary Line (Red) Unit 1 (Optional Unit) Unit Lines (Red) Unit 2 Private Line (Blue) Unit 3 Forest Roads Unit 4 Closed Roads Unit 5 Survey Corner Total Stream Stream crossing needed Berm

OS Miles

9 ac.

27 ac.

20 ac.

25 ac.

26 ac.

107 ac.

TIMBER SALE INFORMATION

MUDDY TIRES HARDWOODS (42-018-13-01)

T45N, R08W, SEC. 13; T45N, R08W, SEC. 14; T45N, R08W, SEC. 23; T45N, R08W, SEC. 24.

SALE NOTE: WINTER SALE -- lowland hardwood sale with heavy clay soils located on the Kneeland Bigelow Road, just south of the Soo Junction and M-28 Intersection. Access through private land via existing easement.

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

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* | AD\ | /ERTISED PRICE |
|--------------------|-------------------------|-----|----------------|
| Sawlogs | | | |
| Mixed Hardwood | 17.00 MBF | \$ | 151.00 / MBF |
| Red Maple | 28.30 MBF | \$ | 106.00 / MBF |
| Sugar Maple | 39.70 MBF | \$ | 442.00 / MBF |
| Pulpwood | | | |
| Mixed Aspen | 459.00 Cords | \$ | 11.20 / Cord |
| Mixed Hardwood | 1,057.00 Cords | \$ | 10.40 / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,064.00:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>ADVEI</u> | RTISED PRICE |
|--------------------|------------------|--------------|--------------|
| Pulpwood | | | |
| Mixed Softwood | 112.00 Cords | \$ | 9.50 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 13.11 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,200.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

| -,, | |
|---------------------|-----------------------------|
| PAYMENT UNIT NUMBER | PERCENT OF TOTAL SALE VALUE |
| 01 | 15% |
| 02 | 9% |
| 03 | 9% |
| 04 | 9% |
| 05 | 8% |
| 06 | 10% |
| 07 | 15% |
| 08 | 10% |
| 09 | 5% |
| 10 | 5% |
| 11 | 5% |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2017.

Sale Specific Conditions & Requirements

Sale Name: Muddy Tires Hardwoods Sale Number: 42-018-13-01

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 blue, red and green paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. Painted boundary line trees are only to be cut if they are marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) #'s 9, 10, 11, cut all species trees which meet minimum piece specifications in 2.2 Utilization. DO NOT cut any hemlock or cedar.

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

Within Payment Unit(s) #'s 1-8, all trees are designated for cutting when marked with Orange paint above and below stump height, regardless of merchantability.

2.1.11 - Description of timber note (2/04)

Note that Mixed Hardwood Sawlogs is composed primarily of Basswood with minor component of White Ash and Yellow Birch. Mixed Hardwood Pulpwood is composed of all species, including Red Maple and Sugar Maple.

2.2 - Utilization

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

Within Payment Unit(s) 1 through 11, 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. This is due to leaving tops as a food source to wintering deer. Limbs and the remaining top must be left on site and scattered.

4 - Transportation

4.1 - Construction

4.1.5 - Culverts (9/11)

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

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. These roads must be rendered impassable to cars and trucks, by constructing a berm(s). All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads and the Kneeland Bigelow Road, by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions.

4.2.4 - Grading (12/08)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference 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 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 prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

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) #'s 1-11, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 12/15 to 3/1. This restriction is is due to wet site conditions as well cutting during wintering months while deer are yarding. Leaving green tops at that time of year will provide food for wintering deer.

5.2.32 - Decking/landing restoration (9/11)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

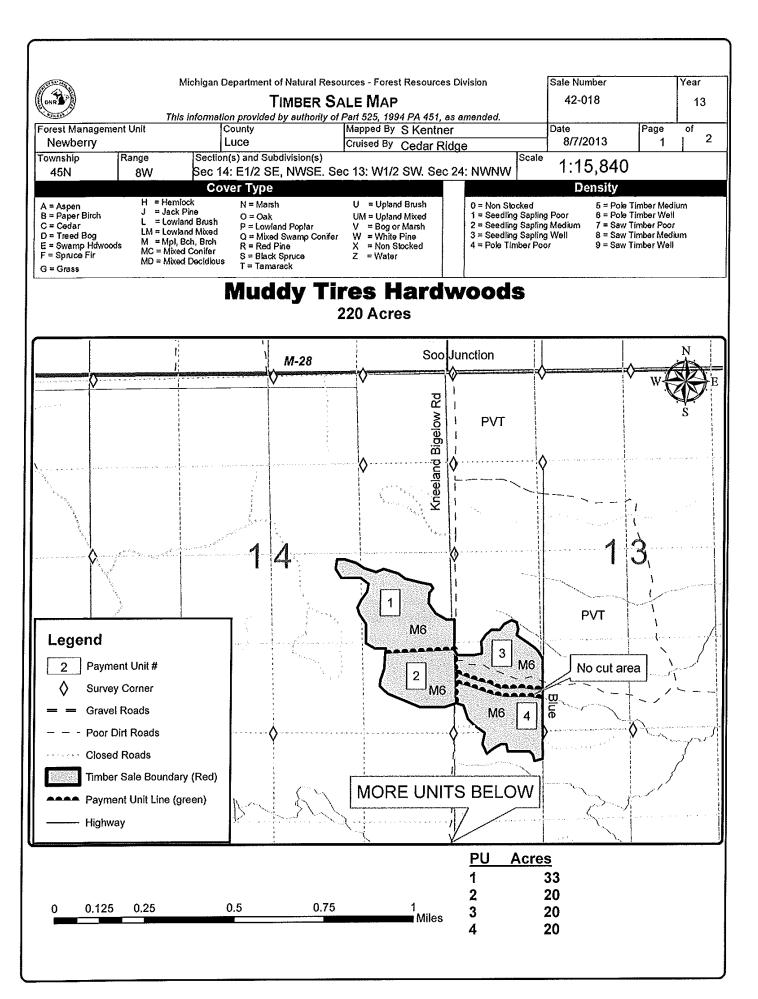
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the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

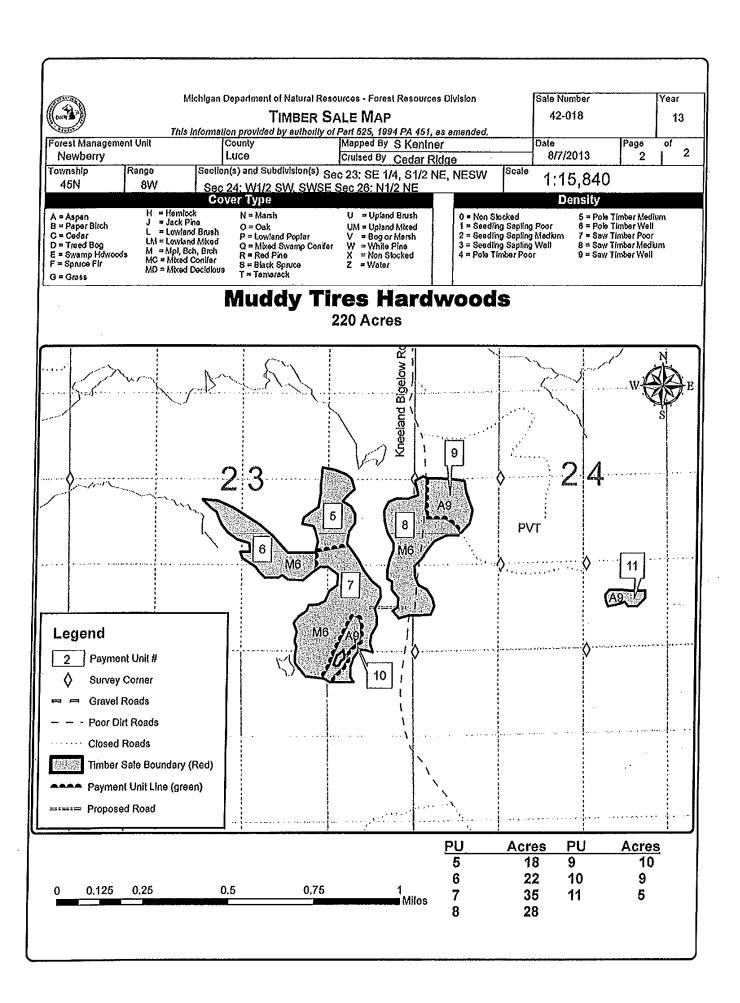
5.8 - Protection of Endangered Species

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.

Section Name: Sale Specific Current as of 11/13/2013 2:16:22PM





TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

THE GOOD AND THE BAD (42-008-13-01) T45N, R08W, SEC. 14; T45N, R08W, SEC. 15, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 9, 2014, 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 | ESTIMATE | UNITS* | AD\ | /ERTISED PRICE | BID PRIC | <u>E</u> |
|--------------------|-----------------|--------|-----|----------------|----------|----------|
| Sawlogs | | | | | | |
| Sugar Maple | 42.30 | MBF | \$ | 704.00 / MBF | \$ | / MBF |
| Pulpwood | | | | | | |
| Mixed Aspen | 132.00 | Cords | \$ | 23.50 / Cord | \$ | / Cord |
| Mixed Hardwood | 615.00 | Cords | \$ | 25.80 / Cord | \$ | / Cord |
| | | | | | | |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,352.45:

| ESTIMATED UNITS* | <u>AD'</u> | VERTISED PRICE |
|------------------|--------------------------------------|---|
| | | |
| 6.20 MBF | \$ | 84.00 / MBF |
| 10.50 MBF | \$ | 189.00 / MBF |
| | | |
| 57.00 Cords | \$ | 26.75 / Cord |
| 16.00 Cords | \$ | 20.15 / Cord |
| | 6.20 MBF 10.50 MBF 57.00 Cords | 6.20 MBF \$ 10.50 MBF \$ 57.00 Cords \$ |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 19.19 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

| | FEDERAL ID: | or SOCIA | L SECURITY NUMBER | : | |
|----------|-------------------------------|--------------------|-------------------|-------------------------|--|
| | Company or individual biddin | g: | | | |
| | Company representative's na | ame: | | | |
| | Address: | | | <u></u> | |
| | City: | State: | Zip: | | |
| F AVAIL | ABLE, PLEASE PLACE THE F | PERSONALIZED LABEL | FROM YOUR PROSP | ECTUS IN THE ABOVE BOX. | |
| ndividua | I or company representative's | signature: | | Date: | |
| Phone nu | ımber : | | Email (optional): | | |
| | | | | | |



Title

Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

| | VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE | | | | | |
|------------|---|----------------------|-------------------------------------|---|--|--|
| • | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. | | | | | |
| • | In addition, if boxes 2B or 2C are checked days of the contract award and prior to the | | | tificate of Insurance must be submitted within 21 tract. | | |
| • | All Information must be typed or printed e | except for written s | ignatures. | | | |
| Ple | ease Check Appropriate Categories: | | | | | |
| 1. | My business is organized as (you must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation | | | | | |
| 2. | You must check one of the boxes below: A. | | | | | |
| 3. | If you have checked item 2(A) or 2(B), y than yourself, including family members | | | both full-time and part-time employees, other u must enter "0"). | | |
| | Full-time Er | mployees | | Part-time Employees | | |
| Nam | ne of Business | | Federal ID (or) Social Security No. | | | |
| Address | | | Telephone () | | | |
| City State | | | ZIP | | | |
| occ | ereby certify that the above information is our in factors affecting my coverage during Signature of Owner or Authorized Representative | | | tify the Michigan DNRE of any changes that operations. | | |

Date

BID FORM

ASH OVERHAUL (42-009-13-01) T45N, R08W, SEC. 15; T45N, R08W, SEC. 16, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 9, 2014, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | <u>ESTIMATE</u> | D UNITS* | AD | VERTISED PRICE | BID PRIC | <u>E</u> |
|--------------------|-----------------|----------|----|----------------|----------|----------|
| Sawlogs | | | | | | |
| Red Maple | 14.40 | MBF | \$ | 191.00 / MBF | \$ | / MBF |
| Sugar Maple | 22.00 | MBF | \$ | 712.00 / MBF | \$ | / MBF |
| White Ash | 26.50 | MBF | \$ | 85.00 / MBF | \$ | / MBF |
| Pulpwood | | | | | | |
| Black Spruce | 82.00 | Cords | \$ | 24.65 / Cord | \$ | / Cord |
| Mixed Hardwood | 556.00 | Cords | \$ | 25.10 / Cord | \$ | / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,413.45:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADVERTISED PRICE | |
|--------------------|------------------|------------------|--------------|
| Pulpwood | | | |
| Mixed Aspen | 37.00 Cords | \$ | 22.85 / Cord |
| Mixed Softwood | 80.00 Cords | \$ | 19.60 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 19.13 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

| | FEDERAL ID: or SOCIAL SECURITY NUMBER: | | | | | |
|---|--|--------|------|--|--|--|
| | Company or individual bidding: | | | | | |
| | Company representative's name: | | | | | |
| | Address: | | | | | |
| | City: | State: | Zip: | | | |
| F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. | | | | | | |
| Individual | ual or company representative's signature: Date: | | | | | |
| | one 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 WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE | | | | | |
|------------|--|----------------------|-------------------------------------|---|-------------------------|---|
| • | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. | | | | | |
| • | In addition, if boxes 2B or 2C are checked days of the contract award and prior to the | | | | f Insurance must be sub | mitted within 21 |
| • | All Information must be typed or printed e | xcept for written si | gnatures. | | | |
| Ple | ease Check Appropriate Categories: | | | | | |
| 1. | My business is organized as (you must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation | | | | | |
| 2. | A. ☐ I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. ☐ I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. ☐ I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. | | | | | e of an approved ys of the contract 322-1195). surance within 21 |
| | than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees | | | | | |
| Nam | ne of Business | | Federal ID (or) Social Security No. | | | |
| Address | | | Telephone (|) | | |
| City State | | | ZIP | | | |
| occ | hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative | | | | | |
| | | | | | | |

Date

BID FORM

MUDDY TIRES HARDWOODS (42-018-13-01)

T45N, R08W, SEC. 13; T45N, R08W, SEC. 14; T45N, R08W, SEC. 23; T45N, R08W, SEC. 24, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 9, 2014, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | <u>ESTIMATE</u> | D UNITS* | AD | VERTISED PRICE | BID PRI | ICE |
|--------------------|-----------------|----------|----|----------------|---------|--------|
| Sawlogs | | | | | | |
| Mixed Hardwood | 17.00 | MBF | \$ | 151.00 / MBF | \$ | / MBF |
| Red Maple | 28.30 | MBF | \$ | 106.00 / MBF | \$ | / MBF |
| Sugar Maple | 39.70 | MBF | \$ | 442.00 / MBF | \$ | / MBF |
| Pulpwood | | | | | | |
| Mixed Aspen | 459.00 | Cords | \$ | 11.20 / Cord | \$ | / Cord |
| Mixed Hardwood | 1,057.00 | Cords | \$ | 10.40 / Cord | \$ | / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,064.00:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADVERTISED PRICE | |
|--------------------|------------------|------------------|-------------|
| Pulpwood | | <u> </u> | |
| Mixed Softwood | 112.00 Cords | \$ | 9.50 / 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 SOCIAL SECURITY NUMBER: | | | | | | | |
|------------|---|--------|------|--|--|--|--|--|
| | Company or individual bidding: | | | | | | | |
| | Company representative's name: | | | | | | | |
| | Address: | | | | | | | |
| | City: | State: | Zip: | | | | | |
| IF AVAIL | F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. | | | | | | | |
| Individual | al or company representative's signature: Date: | | | | | | | |
| Phone nu | one number : Email (optional): | | | | | | | |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 13.11 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

| | VERIFICATION OF WORKER'S DISABILITY CO | MPENSATION ACT COMPLIANCE | | | | | |
|------|---|---|--|--|--|--|--|
| • | This verification must be completed and submitted within 21 days of sale contract. | 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 days of the contract award and prior to the issuance of the timber satisfies. | | | | | | |
| • | All Information must be typed or printed except for written signature: | s. | | | | | |
| Ple | Please Check Appropriate Categories: | | | | | | |
| 1. | My business is organized as (you must check <u>one</u> of the boxes be A. Sole Proprietorship (individual) B. Partnership C. Corporation | A. Sole Proprietorship (individual) B. Partnership | | | | | |
| 3. | A. ☐ I certify that my business is a sole proprietorship and it has no entered worker's Compensation Laws. B. ☐ I certify that my business has satisfied its obligation to the Worker's Compensation (BWC-337, Rev. 5/96). I will provide a copy award. (For questions or a copy of the BWC-337, please call the C. ☐ I certify that my business has a Worker's Compensation Policy. days of the contract award. 3. If you have checked item 2(A) or 2(B), you must indicate the number of the contract award. | A. | | | | | |
| | Full-time Employees | Part-time Employees | | | | | |
| Nam | Name of Business Federal I | Federal ID (or) Social Security No. | | | | | |
| | Address Telephor (| e) | | | | | |
| City | City State ZIP | | | | | | |
| I he | I hereby certify that the above information is true and correct. I agree | to notify the Michigan DNRE of any changes that | | | | | |

Date

occur in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title