



DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

ELEVENS RED PINE / T17N, R08W, SEC. 06, NENE.  
OSCEOLA COUNTY (Appr. \$12,683.52)

LAST SALVAGE / T18N, R09W, SEC. 26, SE.  
T18N, R09W, SEC. 35, NW.  
T18N, R09W, SEC. 34, NENE.  
T18N, R09W, SEC. 27, SWSE.  
OSCEOLA COUNTY (Appr. \$55,205.97)

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SALE DATE AND TIME: 3:00 p.m. on March 25, 2009.

**BALDWIN**



**BID INSTRUCTIONS (Ver. 06/23/2008):**

1. **Bid Location, Date, and Time:** Bids must be received by the Unit Manager, Cadillac Management Unit, Baldwin Field Office, 2468 West 24<sup>th</sup> Street, Route 2 Box 2810, Baldwin, MI 49304, no later than 3:00 p.m. on March 25, 2009. For further information concerning this sale, contact the Unit Manager at 231-745-4651.
2. **Bidder's Qualifications:** Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
3. **Preparation of Sealed Bids:** Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
4. **Submission of Sealed Bids:** Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
5. **Public Opening of Sealed Bids:** If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
6. **Award of Contract:** Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
7. **Down Payment:** The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
8. **Performance Security:** As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
9. **Timber Sale Contract:** Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at [www.michigan.gov/dnr](http://www.michigan.gov/dnr). Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

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

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

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

REBECCA A. HUMPHRIES  
Director

ELEVENS RED PINE (006-07-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS        |                          |                        |
| RED PINE       | 26.90 MBF                | \$ 91.00/MBF           |
| PULPWOOD       |                          |                        |
| RED PINE       | 284.80 CORDS             | \$ 35.40/CORD          |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS        |                          |                        |
| B.T. ASPEN     | .20 MBF                  | \$ 98.00/MBF           |
| PULPWOOD       |                          |                        |
| RED MAPLE      | 8.10 CORDS               | \$ 11.75/CORD          |
| B.T. ASPEN     | 2.80 CORDS               | \$ 13.90/CORD          |

\*The volumes are statistically estimated within plus (+) or minus (-) 16.92 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$640.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 1                          | 80%                                |
| 2                          | 10%                                |
| 3                          | 05%                                |
| 4                          | 05%                                |

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on March 31, 2011.

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 |
| 006      | 07   | 01        |

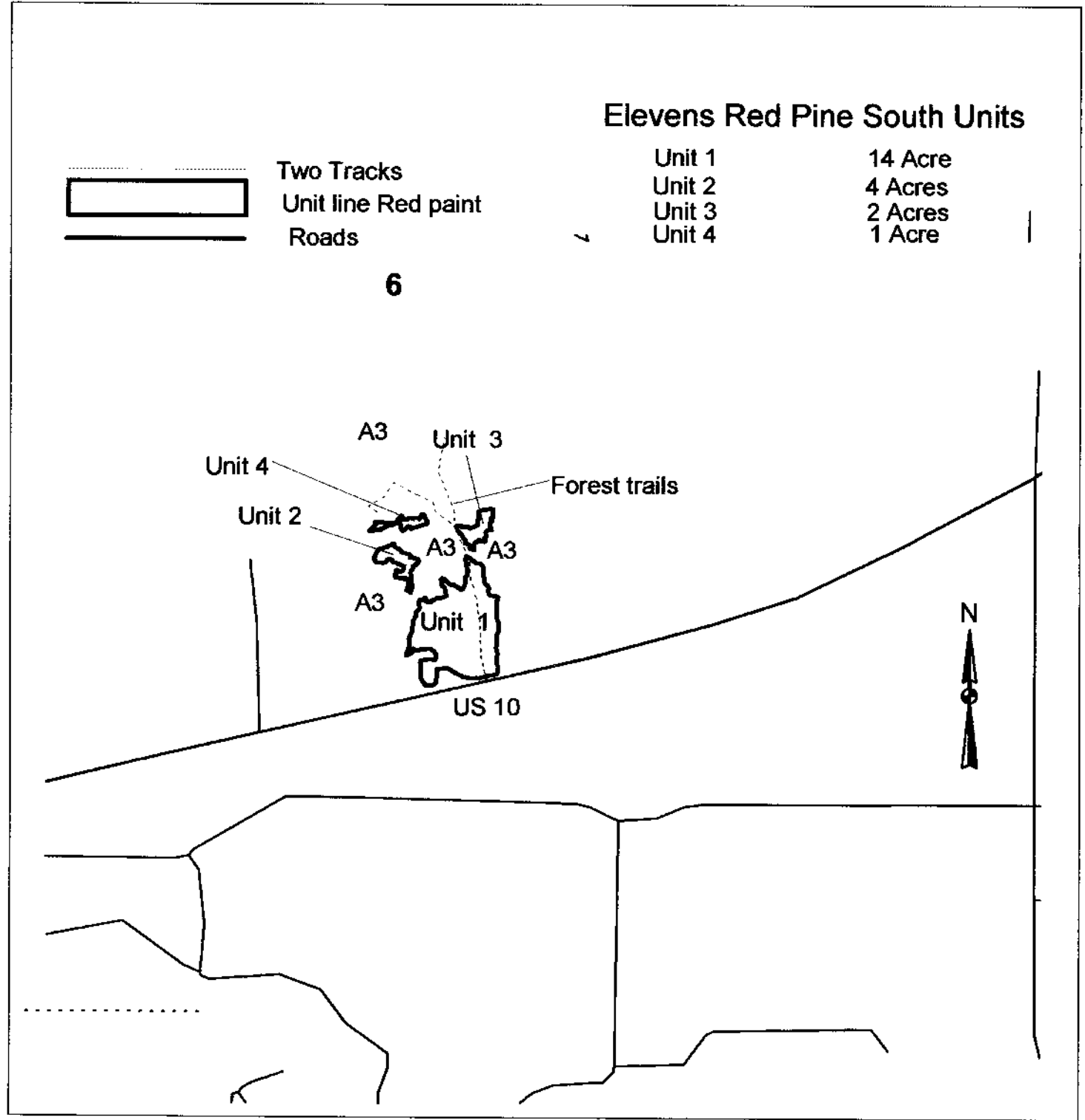
|   |                     |                           |                            |                          |
|---|---------------------|---------------------------|----------------------------|--------------------------|
| State Forest and Forest Management Unit:<br><b>Cadillac FMU</b> |                     | Mapped By:<br><b>Hill</b> | Cruised By:<br><b>Hill</b> | Date:<br><b>10/30/08</b> |
| Township<br><b>17N</b>  | Range<br><b>08W</b> | Section(s)<br><b>6</b>    | Subdivision<br><b>NENE</b> | Scale: <b>1:15840</b>    |

| Cover Type      |                  |                    |                | Density                 |                     |  |
|-----------------|------------------|--------------------|----------------|-------------------------|---------------------|--|
| A=Aspen         | H=Hemlock        | P=Lowland Poplar   | V=Bog or Marsh | 1=Non Stocked           | 7=Saw Timber Poor   |  |
| B=Paper Birch   | J=Jack Pine      | Q=Mixed Swamp Cnfr | W=White Pine   | 2=Seedling Sapling Poor | 8=Saw Timber Medium |  |
| C=Cedar         | L=Lowland Brush  | R=Red Pine         | X=Non Stocked  | 3=Seedling Sapling Well | 9=Saw Timber Well   |  |
| E=Swamp Hdwoods | M=Mpl. Bch. Brch | S=Black Spruce     | Z=Water        | 4=Pole Timber Poor      |                     |  |
| F=Spruce Fir    | N=Marsh          | T=Tamarack         |                | 5=Pole Timber Medium    |                     |  |
| G=Grass         | O=Oak            | U=Upland Brush     |                | 6=Pole Timber Well      |                     |  |

### Elevens Red Pine South Units

|   |                     |        |         |
|---|---------------------|--------|---------|
|  | Two Tracks          | Unit 1 | 14 Acre |
|  | Unit line Red paint | Unit 2 | 4 Acres |
|  | Roads               | Unit 3 | 2 Acres |
|   |                     | Unit 4 | 1 Acre  |

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## Sale Specific Conditions & Requirements

**Sale Name: Elevens Red Pine    Sale Number: 63-006-07-01**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.8 - Designated plantation row unit(s) (3/07)

Within Payment Unit(s) 1, 2, 3 and 4, all Red Pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Plantation rows designated for cutting are every third row. Begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence. In payment units 2, 3 and 4, ignore all orange paint. Also cut all red maple and aspen. Harvest other species only when necessary for mobility within the rows. These trees must be set aside to be scaled. In unit 1, cut all orange marked trees in addition to cutting the designated rows.

#### 2.2 - Utilization

##### 2.2.3 - Stump heights (5/04)

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

### 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, chipped, utilized or otherwise removed from the sale. If chipping occurs on site no chip piles shall exceed 3" in depth.

##### 4.1.6 - Road construction (8/04)

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

**Sale Name: Elevens Red Pine    Sale Number: 63-006-07-01**

**4.1.7 - Road closure (8/04)**

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale, or within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms, or a four (4') foot high berm constructed of stumps and logs covered with earth at strategic locations. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. 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.

**4.2 - Maintenance**

**4.2.1 - Hauling restriction (3/07)**

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

**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 (6/04)**

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 their representative must be contacted at least 10 days in advance to schedule the conference.

**5.1.4 - Post-sale conference (2/04)**

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**

**5.2.1.7 - Slash must be scattered (2/04)**

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

**5.2.1.8 - Slash height (2/04)**

No slash or tree tops may exceed 24 inches in height.



**Sale Name: Elevens Red Pine Sale Number: 63-006-07-01**

**5.2.12 - Bark slippage restriction (10/05)**

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

**5.2.15 - Bark beetle restriction (2/04)**

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

**5.2.20 - Equipment width (2/04)**

Only equipment having a maximum width outside tires of 104 inches is to be used in any payment unit. Equipment used to remove designated rows must be capable of moving through cut rows without damaging residual trees.

**5.2.29 - Shrub protection (9/07)**

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

**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 (8/07)**

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

**5.4.3 - Erosion control (2/04)**

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

**6 - Safety and Fire Prevention**

**6.2 - Signing**

**Sale Name: Elevens Red Pine    Sale Number: 63-006-07-01**

6.2.1 - Road posting (5/05)

The purchaser is responsible for posting and maintaining caution signs on the forest two track 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.

LAST SALVAGE (006-09-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS        |                          |                        |
| B.T. ASPEN     | 830.60 MBF               | \$ 35.00/MBF           |
| PULPWOOD       |                          |                        |
| B.T. ASPEN     | 1892.00 CORDS            | \$ 10.10/CORD          |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS        |                          |                        |
| RED MAPLE      | 28.30 MBF                | \$ 47.00/MBF           |
| RED OAK        | 41.80 MBF                | \$ 117.00/MBF          |
| PULPWOOD       |                          |                        |
| RED MAPLE      | 31.00 CORDS              | \$ 8.17/CORD           |
| RED OAK        | 89.00 CORDS              | \$ 6.20/CORD           |

\*The volumes are statistically estimated within plus (+) or minus (-) 11.06 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$2,800.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 1                          | 54%                                |
| 2                          | 16%                                |
| 3                          | 30%                                |

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on March 31, 2010.

Michigan Department of Natural Resources-Forest Management Division  
**TIMBER SALE MAP**

*This information provided under authority of Part 526, Act 451 of 1994, as amended.*

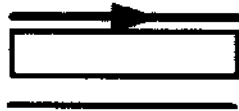
|          |      |           |
|----------|------|-----------|
| Sale No. | Year | Sale Type |
| 006      | 09   | 01        |

|   |                     |                              |  |                          |
|---|---------------------|------------------------------|--|--------------------------|
| State Forest and Forest Management Unit:<br><b>Cadillac FMU</b> |                     | Mapped By:<br><b>Hill</b>    | Cruised By:<br><b>Hill</b>                   | Date:<br><b>11/17/08</b> |
| Township<br><b>18N</b>  | Range<br><b>09W</b> | Section(s)<br>27, 28, 34, 35 | Subdivision<br><b>SWSW, SESE, NWNW, NENE</b> | Scale: <b>1:15840</b>    |

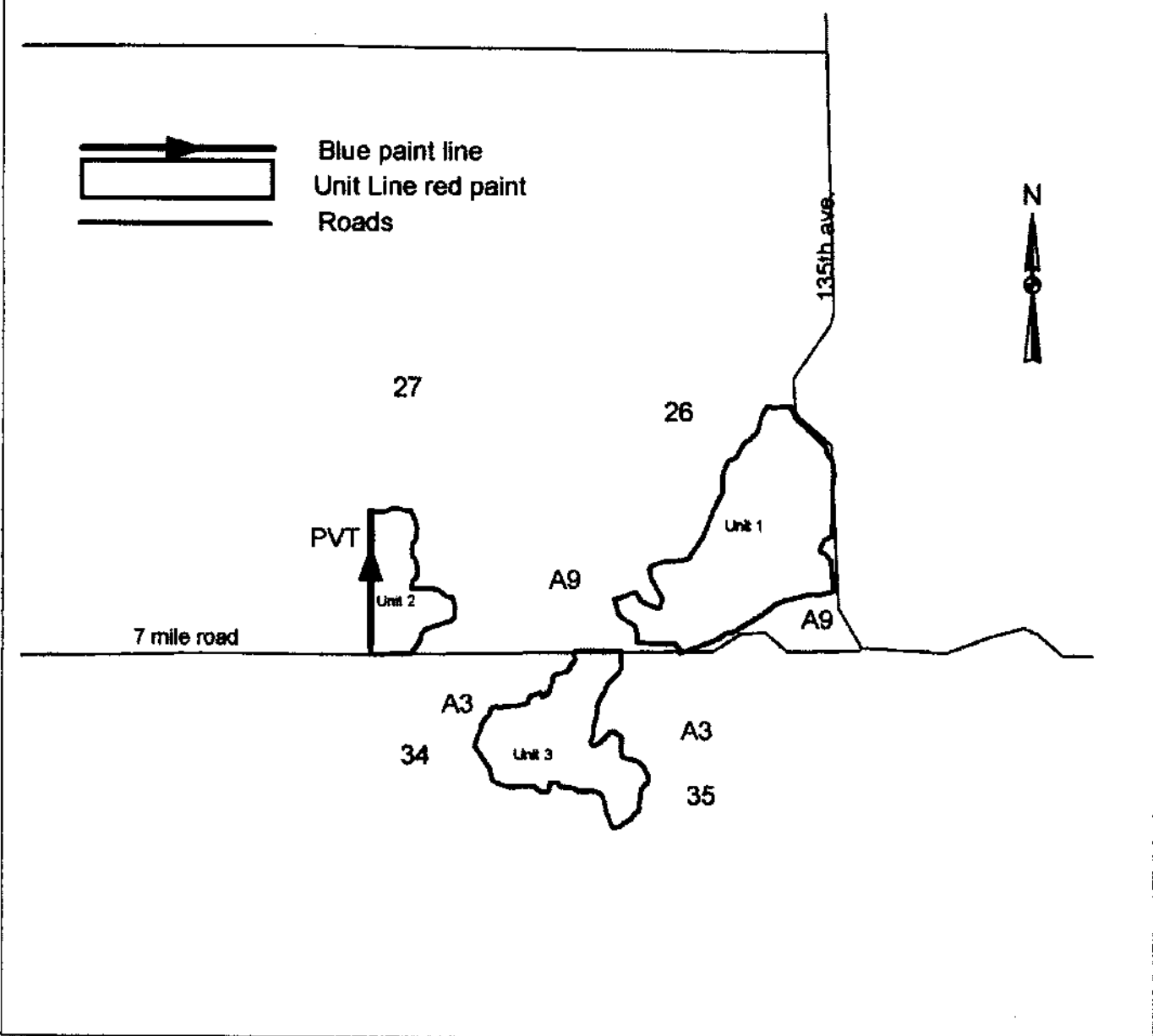
| Cover Type      |                  |                    |                | Density                |                     |
|-----------------|------------------|--------------------|----------------|------------------------|---------------------|
| A=Aspen         | H=Hemlock        | P=Lowland Poplar   | V=Bog or Marsh | 1=Non Stocked          | 7=Saw Timber Poor   |
| B=Paper Birch   | J=Jack Pine      | Q=Mixed Swamp Cnfr | W=White Pine   | 2=Seeding Sapling Poor | 8=Saw Timber Medium |
| C=Cedar         | L=Lowland Brush  | R=Red Pine         | X=Non Stocked  | 3=Seeding Sapling Well | 9=Saw Timber Well   |
| E=Swamp Hdwoods | M=Mpl, Boh, Broh | S=Black Spruce     | Z=Water        | 4=Pole Timber Poor     |                     |
| F=Spruce Fir    | N=Marsh          | T=Tamarack         |                | 5=Pole Timber Medium   |                     |
| G=Grass         | O=Oak            | U=Upland Brush     |                | 6=Pole Timber Well     |                     |

# Last Salvage

|        |       |
|--------|-------|
| Unit 1 | 47 ac |
| Unit 2 | 13 ac |
| Unit 3 | 26 ac |



Blue paint line  
 Unit Line red paint  
 Roads



## Sale Specific Conditions & Requirements

**Sale Name: Last Salvage**    **Sale Number: 63-006-09-01**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (5/07)

Within Payment Unit(s) 1, 2, 3 and 4, cut all trees which meet minimum piece specifications in 2.2 Utilization except standing oak and beech.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

#### 2.4 - Special Protection

##### 2.4.1 - Leave trees (2/04)

Leave all standing OAK and BEECH.

### 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 orchipped, utilized or otherwise removed from the sale. Also if chipping occurs chip piles must be under 3 inches.

##### 4.1.4 - Timber removed for construction (2/04)

Trees cut or damaged in the process of a pre-approved road, landing or skid trail construction will be decked in an area separate from wood removed from the timber sale until such time as it is scaled and paid for.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. 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.

**4.2 - Maintenance**

**4.2.4 - Grading (5/08)**

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 their representative.

**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 (2/08)**

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

**5.1.4 - Post-sale conference (2/04)**

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**

**5.2.1.7 - Slash must be scattered (2/04)**

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

**5.2.1.8 - Slash height (2/04)**

No slash or tree tops may exceed 24 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.

#### **5.4 - Soil Protection**

##### **5.4.1 - Rutting restriction, general (5/08)**

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

##### **5.4.4 - Slope protection (2/04)**

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or hay bales as soon as use is complete to prevent erosion.

#### **6 - Safety and Fire Prevention**

##### **6.2 - Signing**

##### **6.2.1 - Road posting (9/08)**

The purchaser is responsible for posting and maintaining caution signs on 7 mile road 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 for use on State-owned land.

#### **7 - Other Conditions**

##### **7.2 - Extensions**

##### **7.2.3 - Salvage extension (7/08)**

This is a salvage sale with a short contract length. One (1), twelve (12) month extension can be applied to one (1) other sale owned by the purchaser and expiring within twelve (12) months from the date of this contract, to permit expediting the harvest of this sale. The free extension must be used before this contract expires.

##### **7.5 - Loss**

· **Sale Name: Last Salvage**    **Sale Number: 63-006-09-01**

7.5.1 - Deteriorating timber (7/04)

The sale area has received damage from windthrow. 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.



ELEVENS RED PINE (006-07-01)  
T17N, R08W, SEC. 06, NENE.  
OSCEOLA COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 25, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u> |
|----------------|------------------------|------------------|--------------------------|--------------|
| SAWLOGS        |                        |                  |                          |              |
| RED PINE       | \$ 91.00/MBF           | \$ _____ X       | 26.90 MBF                | = \$ _____   |
| PULPWOOD       |                        |                  |                          |              |
| RED PINE       | \$ 35.40/CORD          | \$ _____ X       | 284.80 CORDS             | = \$ _____   |
|                |                        |                  | SUBTOTAL 1               | \$ _____     |

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

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u>                                       |
|----------------|------------------------|--------------------------|--|
| SAWLOGS        |                        |                          |  |
| B.T. ASPEN     | \$ 98.00/MBF           | .20 MBF                  | = \$ 19.60   |
| PULPWOOD       |                        |                          |  |
| RED MAPLE      | \$ 11.75/CORD          | 8.10 CORDS               | = \$ 95.18   |
| B.T. ASPEN     | \$ 13.90/CORD          | 2.80 CORDS               | = \$ 38.92   |
|                |                        |                          | SUBTOTAL 2 \$ 153.70                               |
|                |                        |                          | SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____ |

\*These volumes are statistically estimated within plus (+) or minus (-) 16.92%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and manpower subject to my control.

\_\_\_\_\_  
(bidder's printed name)

\_\_\_\_\_  
(bidder's signature)

Address/Telephone \_\_\_\_\_

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
WITHIN 21 DAYS OF SALE AWARD



**FOR DEPARTMENT USE ONLY**

**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.*

Sale or Permit No

Year:

Type:

Forest Area:

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.
- All Information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):

- A.  Sole Proprietorship (individual)
- B.  Partnership
- C.  Corporation

2. You **must** check one of the boxes below:

- A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
- B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
- C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.

3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

Name of Business

Federal ID (or) Social Security No.

Address

Telephone No.

(       )

City

State

Zip + 4

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

LAST SALVAGE (006-09-01)  
 T18N, R09W, SEC. 26, SE.  
 T18N, R09W, SEC. 35, NW.  
 T18N, R09W, SEC. 34, NENE.  
 T18N, R09W, SEC. 27, SWSE.  
 OSCEOLA COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 25, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME* = VALUE</u> |
|----------------|------------------------|------------------|----------------------------------|
| SAWLOGS        |                        |                  |                                  |
| B.T. ASPEN     | \$ 35.00/MBF           | \$ _____ X       | 830.60 MBF = \$ _____            |
| PULPWOOD       |                        |                  |                                  |
| B.T. ASPEN     | \$ 10.10/CORD          | \$ _____ X       | 1892.00 CORDS = \$ _____         |
|                |                        |                  | SUBTOTAL 1 \$ _____              |

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

| <u>SPECIES</u>                                     | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u>           |
|--|------------------------|--------------------------|------------------------|
| SAWLOGS  |                        |                          |                        |
| RED MAPLE  | \$ 47.00/MBF           | 28.30 MBF                | = \$ 1,330.10          |
| RED OAK  | \$ 117.00/MBF          | 41.80 MBF                | = \$ 4,890.60          |
| PULPWOOD   |                        |                          |                        |
| RED MAPLE  | \$ 8.17/CORD           | 31.00 CORDS              | = \$ 253.27            |
| RED OAK  | \$ 6.20/CORD           | 89.00 CORDS              | = \$ 551.80            |
|  |                        |                          | SUBTOTAL 2 \$ 7,025.77 |
| SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____ |                        |                          |                        |

\*These volumes are statistically estimated within plus (+) or minus (-) 11.06%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and manpower subject to my control.

\_\_\_\_\_  
 (bidder's printed name)

\_\_\_\_\_  
 (bidder's signature)

Address/Telephone \_\_\_\_\_

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
 WITHIN 21 DAYS OF SALE AWARD



| FOR DEPARTMENT USE ONLY |       |
|-------------------------|-------|
| Sale or Permit No       |       |
| Year:                   | Type: |
| Forest Area:            |       |

**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.*

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.
- All Information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you must check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You must check one of the boxes below:
  - A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

|                  |       |                                     |  |
|------------------|-------|-------------------------------------|--|
| Name of Business |       | Federal ID (or) Social Security No. |  |
| Address          |       | Telephone No.<br>(       )          |  |
| City             | State | Zip + 4                             |  |

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date