

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #4557**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on March 20, 2012. LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

PROSPECTUS NOTE: The MB Extension KW (72-035-11-01) sale has special requirements related to Payment Unit (PU) 4. An on-site, pre-bid meeting can be arranged to discuss these requirements. The DNR is conducting a test comparing different methods of measuring trees and determining tree volume. PU 4 is a test area and has 40 test plots, i.e. there is roughly one test plot per acre. "Cut" trees have been numbered at each plot. "Leave" trees have been marked with letters. Certain "Cut" trees on each test plot must be felled and cut into product lengths when DNR staff is present. Additional cuts above the last pulp stick may also be required. DNR staff will then make detailed measurements of each tree. There are 135 measurement trees.

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

PENN CROSSING JP (72-001-11-01) / T28N, R02E, SEC. 17, S1/2NE, N1/2SE, SWSE, SW. Oscoda County, Advertised Price \$38,268.25, 144.0 Acres

SALE NOTE: Gas well sites and buried pipelines occur within and adjacent to the sale.

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.

OLD OVERSTORY REMOVAL (72-004-11-01) / T28N, R02E, SEC. 16, W1/2SE, SW.

T28N, R02E, SEC. 17, SESE.

Oscoda County, Advertised Price \$29,404.75, 150.0 Acres

SALE NOTE: Buried gas pipelines and well sites occur within and adjacent to the sale boundary.

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.

NOODLES LAKE ROAD RP (72-030-11-01) / T27N, R02E, SEC. 04, W1/2SW.

T27N, R02E, SEC. 05, SESE.

Oscoda County, Advertised Price \$8,702.15, 27.0 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.

CENTERLINE RP (72-031-11-01) / T28N, R02E, SEC. 33, S1/2NE, NENE, N1/2SE.

Oscoda County, Advertised Price \$38,609.90, 58.0 Acres

SALE NOTE: An ORV trail crosses through the sale area.

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

through state forest land.

MB EXTENSION KW (72-035-11-01) / T28N, R01W, SEC. 02, NENE, S1/2NE, SE, E1/2SW, NWSW.

T28N, R01W, SEC. 02, SENW. T28N, R01W, SEC. 11, W1/2NE, E1/2NW, NESW.

Crawford County, Advertised Price \$56,412.40, 217.0 Acres

SALE NOTE: The test trees in PU 4 (see Spec. 99.1) of the MB Extension KW sale must be cut within 90 days of contract execution. The cutting of the test trees must occur in one period of time, for example, over a period of one or two weeks. A roundwood operation is required for the harvesting of the test trees. The cutting of these trees could be done independently of your normal harvest activities. In other words, a faller could work with the DNR staff falling and bucking trees independently of your normal harvest plan. If the wood from the test trees is not removed from the site, then advanced payment is not required. If the test trees are removed from the site, then PU 4 must be paid in full or payment for the removed trees will be required within 30 days of scaling/billing. Plot locations and the list of measurement trees is available and will be provided at the pre-work meeting. The DNR will work cooperatively to make this an efficient process with minimum impact to either party.

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.

MIDDLE BRANCH OAK 22 (72-041-11-01) / T28N, R01E, SEC. 06, NWSE,SWSE & SESW. Oscoda County, Advertised Price \$10,792.50, 29.0 Acres

SALE NOTE: Permission will have to be obtained from Consumers Energy to cross their 330-foot wide powerline corridor.

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

# BID INSTRUCTIONS (VER. 02/13/2012):

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

Bids must be received by the Unit Manager, GRAYLING OFFICE, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738, no later than 3:00 p.m. (local time) on March 20, 2012. For further information concerning this sale, contact Susan Thiel at 989-348-6371 extension 7440.

#### 2. Bidder's Qualifications (2/12)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

## 3. Preparation of Sealed Bids (1/11)

Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

## 4. Submission of Sealed Bids (6/11)

Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

# 5. Public Opening of Sealed Bids (1/11)

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

# 6. Award of Contract (1/11)

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

## 7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

## 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

# 9. Timber Sale Contract (1/11)

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

the included timber by the termination date.

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

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

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

# 11. Certification and Chain-of-Custody (10/11)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC Pure and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

RODNEY STOKES Director

#### PENN CROSSING JP (72-001-11-01)

T28N, R02E, SEC. 17.

Oscoda County (Advertised Price \$38,268.25)

SALE NOTE: Gas well sites and buried pipelines occur within and adjacent to the sale.

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:

<b>ESTIMATED UNITS*</b>	<u>AD\</u>	/ERTISED PRICE
85.10 MBF	\$	30.00 / MBF
28.90 MBF	\$	142.00 / MBF
1,032.00 Cords	\$	16.80 / Cord
274.00 Cords	\$	11.75 / Cord
237.00 Cords	\$	38.15 / Cord
	85.10 MBF 28.90 MBF 1,032.00 Cords 274.00 Cords	85.10 MBF \$ 28.90 MBF \$ 1,032.00 Cords \$ 274.00 Cords \$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,012.80:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADVI</u>	ERTISED PRICE
Sawlogs			
Mixed Oak	10.20 MBF	\$	90.00 / MBF
Pulpwood			
Mixed Oak	68.00 Cords	\$	16.10 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.72 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of **\$2,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	23%
02	14%
03	9%
04	14%
05	25%
06	15%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2015.

Sale Name: Penn Crossing Jp Sale Number: 72-001-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red, green and yellow paint, in addition to an unpainted designated Payment Unit boundary shown on the timbersale map: the pipeline trail road from the red line north to the gas well defines part of the boundary between Units 5 & 6. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Interior retention islands are marked with green paint. These islands are not Included Timber and are to be left. Do not cut green painted trees. Do not cut blue painted boundary line trees. Cut and utilize red painted boundary line trees that meet the applicable 2.1 Included Timber definition. Yellow painted trees designating an interior Payment Unit boundary are only to be cut if they meet the applicable 2.1 Included Timber definition and all surrounding Payment Units have been paid.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 4, 5 & 6, cut all Jack Pine, Aspen, Red Maple and Cherry trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. In addition, cut all Oak that meet minimum piece specifications in 2.2 Utilization, and cut all Red Pine that are 12" DBH and under. Note that Payment Unit 4 encompasses some largely-failed Red Pine plantation rows near Unit 2.

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

Within Payment Unit(s) 3, cut all Oak, Jack Pine, Red Maple and Cherry trees which meet minimum piece specifications in 2.2 Utilization. In addition, cut all Aspen trees that are 2" DBH and up, and cut all Red Pine trees that are 12" DBH and under.

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

Within Payment Unit(s) 1, Red Pine & Oak are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all Aspen, Jack Pine, Red Maple and Cherry are designated for cutting.

## 2.1.8 - Designated plantation row unit(s) (12/08)

Within Payment Unit(s) 2, all Red Pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are every third row, identified by orange paint at the row ends. Also cut orange painted Red Pine in the adjacent undesignated rows. Jack Pine, Aspen, Oak, Red Maple and Cherry are designated cut species across all rows, except do not cut green painted Oak.

#### 2.1.11 - Description of timber note (2/04)

Note that the Black Cherry was added to the Oak pulp and the Red Maple was added to the Aspen pulp (less than 7 cords total).

#### 2.2 - Utilization

# 2.2.2 - Chipping required (1/11)

Payment Units 4, 5 & 6 must be chip harvested to facilitate future silvicultural activities. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2) because follow-up planting of poorly-stocked areas will be necessary.

## 2.2.3 - Stump heights (4/07)

Stump heights within the sale area shall not exceed 6 inches for all trees except the large saw (20"+) and multiple-stem saw clumps. Cut those exception trees as low as possible, not to exceed 18". This is in order to facilitate planting operations and next entry thinnings.

## 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 5 & 6 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

## 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/05)

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

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged. Operational paths will have to be cut through saplings where needed to avoid damaging residual trees. Saplings that are damaged incidental to harvesting must be cut low to the ground in order to facilitate sprout regeneration.

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

## 4 - Transportation

#### 4.1 - Construction

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

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

# 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 utilized or scattered, not left in windrows and be kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

# 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this may require constructing a four foot high berm of stumps and slash covered with dirt. Stumps and slash may also need to be scattered along portions of the trail. Contact the sale administrator for specific details of design and placement.

# 4.1.11 - Permits (5/07)

The Purchaser will secure any necessary permits that may be required.

# 5 - Operations

# 5.1 - Notification

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

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

## 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact RCS Services at 989-732-7999. The wellsite within Payment Unit 6 is State Elmer B4-17. Pipelines include a segment connecting B4-17 to adjacent corridors along Pennsylvania Crossing and Oak Lake Roads. A compression station and well is located to the southeast of Payment Unit 1.

## 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.

## 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the sale administrator, ie: flattening taller slash piles within the visual depth zone of county roads.

# 5.2.3 - Operating Restrictions

# 5.2.3.3 - Bark slippage restriction (3/09)

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

## 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. If damage occurs incidental to harvesting, cut the stem at ground level in order to facilitate re-sprouting. These woody-shrub plants are highly beneficial to various wildlife species.

#### 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.

## 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 Oak Lake and Pennsylvania Crossing Roads 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. If the Purchaser provides the signs, their design must meet with the approval of the sale administrator.

#### 7 - Other Conditions

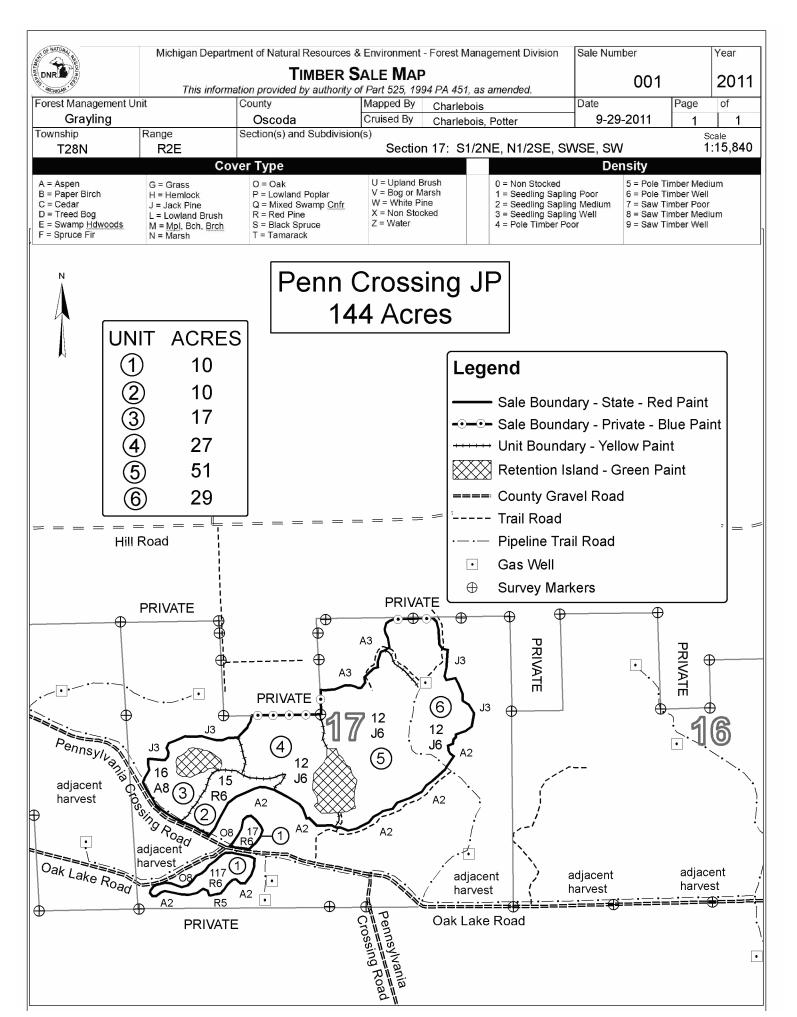
# 7.5 - Loss

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

The sale area has received damage from age-related decline and mortality in the overmature component of the Jack Pine. The purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of

responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 2/10/2012 4:49:15PM



Page 9 of 50

## OLD OVERSTORY REMOVAL (72-004-11-01)

T28N, R02E, SEC. 16; T28N, R02E, SEC. 17.

Oscoda County (Advertised Price \$29,404.75)

SALE NOTE: Buried gas pipelines and well sites occur within and adjacent to the sale boundary.

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Mixed Aspen	51.20 MBF	\$	67.00 / MBF
Mixed Oak	119.70 MBF	\$	93.00 / MBF
Pulpwood			
Jack Pine	235.00 Cords	\$	16.30 / Cord
Mixed Aspen	431.00 Cords	\$	11.35 / Cord
Mixed Oak	336.00 Cords	\$	14.65 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,197.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRIC	
Sawlogs Jack Pine Pulpwood	28.60 MBF	\$	30.00 / MBF
Black Cherry	30.00 Cords	\$	2.45 / Cord
Red Maple	70.00 Cords	\$	3.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 16.34 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 **\$1,500.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 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	70%
03	17%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2015.

Sale Name: Old Overstory Removal Sale Number: 72-004-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by red and green paint, in addition to the following unpainted designated boundaries shown on the timbersale map: the sale's south boundary is the pipeline corridor along the north edge of Oak Lake Road, Units 1 & 2 are divided by the trail road, and Units 2 & 3 are divided by the pipeline trail road. Note that there is a narrow strip of trees between the pipeline corridor and Oak Lake Road; these trees are outside of the designated sale boundary. Survey corner witness trees near Oak Lake Road were ringed with blue paint. Do not cut any blue painted trees. Exterior sale boundary lines against state are marked with red paint. Interior retention islands are marked with green paint. These islands are not Included Timber and are to be left. Do not cut green painted trees or operate equipment within any of the islands. Red painted boundary line trees that meet the 2.1.1 Included Timber definition may be cut and utilized.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2 & 3, cut all Aspen and Red Maple trees that are three (3) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. In addition, cut all Jack Pine and Cherry that meet minimum piece specifications in 2.2 Utilization, and cut all Oak that are greater than 6" DBH. Leave all Red Pine, White Pine and apple trees. A pair of apple trees were ringed with green paint in Unit 3; protect any additional apple trees that may be encountered.

## 2.1.11 - Description of timber note (2/04)

Note that there is a considerable amount of oak sapling and small pole residual that will have to be worked around. Note also that the tree cover being removed is patchy and variable, with numerous grassy openings and upland brush inclusions.

## 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

Stump heights within the sale area shall not exceed 6 inches for trees less than 10 inches DBH and 12 inches for trees greater than that, except for the large saw (20+ inches DBH) and multiple-stem saw clumps. Cut those exception trees as low as possible, with stumps not to exceed 18" tall.

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

Because of the considerable amount of existing downed woody debris contributed by the declining Oak, Aspen & Jack Pine cover, and the additional material that will be recruited through breakage and the Dead and Down Creation spec 5.2.4.4, all tops may be chipped.

## 3 - Payments

## 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 2 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

## 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (6/05)

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

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the

sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged. Operational paths will have to be cut through saplings in order to reach Included Timber stems. Saplings that are damaged incidental to harvesting must be cut low to the ground in order to facilitate sprout regeneration.

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

#### 4 - Transportation

## 4.1 - Construction

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

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

#### 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 utilized or scattered, not left in windrows and be kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

# 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this may require constructing a four foot high berm of stumps and slash covered with dirt. Stumps and slash may also need to be scattered along portions of the trail. Contact the sale administrator for specific details of design and placement.

## 4.1.11 - Permits (5/07)

The Purchaser will secure any necessary permits that may be required.

# 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 5 days in advance to schedule the conference.

## 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact RCS Services at 989-732-7999. The gas well bordering the northwest edge of Payment Unit 1 is State Elmer D4-17. The gas well north of Payment Unit 2 is State Elmer C2-16. Pipeline segments connect those wells to the pipeline corridor along Oak Lake Road.

## 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

#### 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the sale administrator, ie: flattening taller slash piles within the visual depth zone of the county road.

## 5.2.3 - Operating Restrictions

# 5.2.3.11 - Coppice regeneration protection (4/10)

To maximize the regen potential in the deteriorating aspen and oak, the sale must be harvested during the dormant period, typically between November 1 and March 31. Timber harvest on any Payment Unit must be completed before sprouting

begins in order to minimize damage to the new regeneration. This restriction also addresses oak wilt concerns by precluding operations within the high-risk period for oak wilt infection (April 15 to July 15).

#### 5.2.4 - Dead and Down Creation

# 5.2.4.4 - Dead and down creation, grouse (9/09)

To encourage grouse and other wildlife, in Payment Unit(s) 1, 2 & 3, leave one, 12" diameter or larger 6-foot minimum length piece of wood on the ground for every 2 acres. These will be evenly scattered throughout the cut unit. However, do not leave them within fuelwood collecting range of open roads.

# 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. If damage occurs incidental to harvesting, cut the stem at ground level in order to facilitate re-sprouting. In addition, do not damage any apple trees. A pair of apple trees were ringed with green paint in Unit 3 (see timbersale map). These woody-shrub plants are highly beneficial to various wildlife species.

# 5.2.43 - Opening protection (12/08)

No activities are permitted in openings marked on the timber sale map with the letter "G". Any damage to the openings shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 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.

# 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 the designated unit line trail roads prior to beginning operations. The road must be posted near the intersection with Oak Lake Road to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. If the Purchaser provides the signs, their design must meet with the approval of the sale administrator.

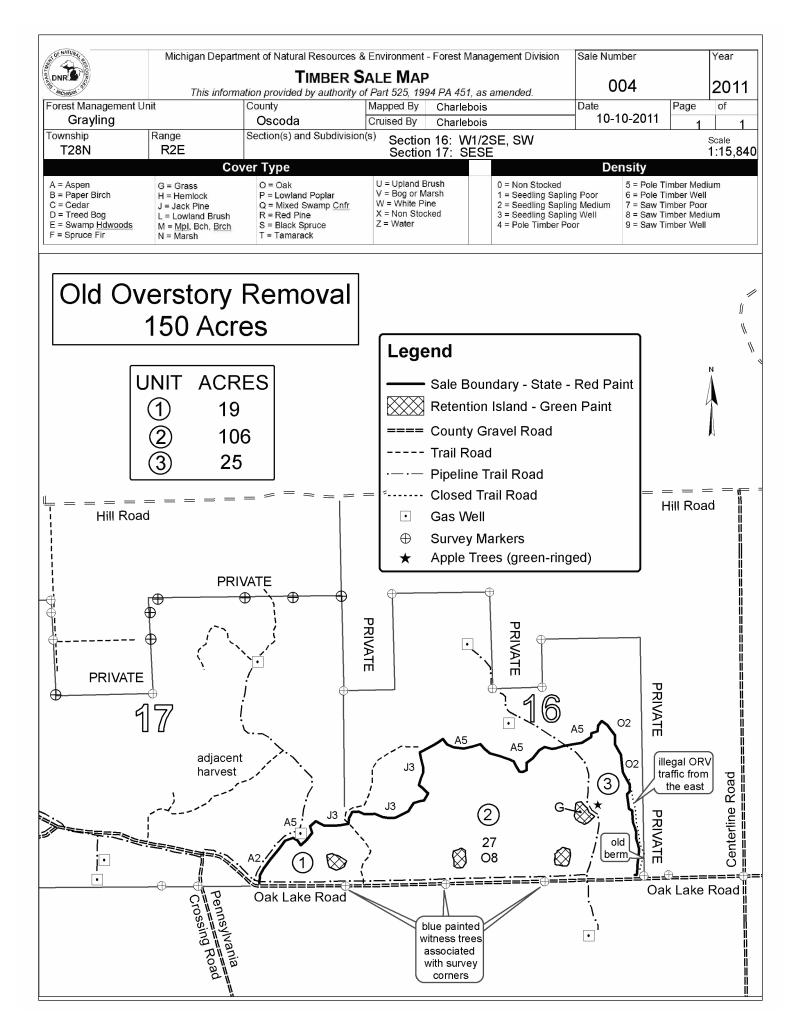
## 7 - Other Conditions

# 7.5 - Loss

## 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from age-related decline and mortality in the overmature component of the Jack Pine, Aspen and Oak. The purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 2/10/2012 4:26:27PM



#### NOODLES LAKE ROAD RP (72-030-11-01)

T27N, R02E, SEC. 04; T27N, R02E, SEC. 05.

Oscoda County (Advertised Price \$8,702.15)

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Red Pine	34.00 MBF	\$	147.00 / MBF
Pulpwood			
Jack Pine	31.00 Cords	\$	19.40 / Cord
Q. Aspen	34.00 Cords	\$	16.80 / Cord
Red Pine	105.00 Cords	\$	22.95 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$121.80:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Pulpwood			
White Pine	21.00 Cords	\$	5.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 29.65 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 \$1,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

01

46%

02

54%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2014.

Sale Name: Noodles Lake Road Rp Sale Number: 72-030-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

## 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut painted boundary line trees unless also marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut if they meet the 2.1.3 Included timber definition and all surrounding Payment Units have been paid.

## 2 - Timber Specifications

## 2.1 - Included Timber

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

Within Payment Unit(s) 1 & 2, all Red Pine and White Pine trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all Jack Pine, Aspen and Red Maple trees that are 2" DBH and greater. Leave all Oak.

## 2.1.11 - Description of timber note (2/04)

Note that Two MBF of white pine and One MBF of Jack Pine was converted to pulpwood, in addition 4 cords of red maple was added to the white pine pulpwood total.

#### 2.2 - Utilization

## 2.2.3 - Stump heights (4/07)

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

## 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

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

#### 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (6/05)

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

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300.00 per acre for all acreage within that specified portion of the sale area that was damaged.

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

#### 4 - Transportation

# 4.1 - Construction

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

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

# 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be chipped, utilized or otherwise dispersed into the sale. 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.

## 4.1.11 - Permits (5/07)

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

## 4.1.12 - No new roads (6/10)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

#### 4.2 - Maintenance

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

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

## **5 - Operations**

#### 5.1 - Notification

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

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 his/her representative must be contacted at least 5 days in advance to schedule the conference.

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

## 5.2.1.8 - Slash height (12/08)

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.

## 5.2.3 - Operating Restrictions

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

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

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

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

## 5.2.29 - 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.

#### 5.4 - 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.

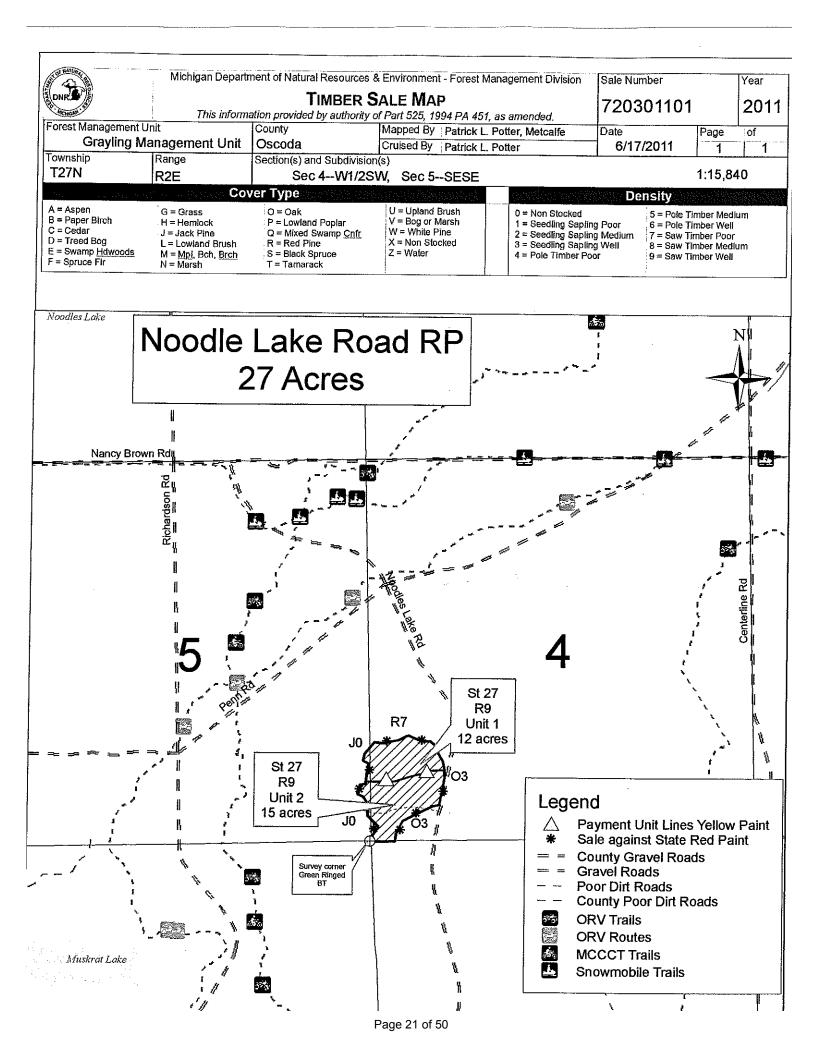
# 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on Noddles Lake 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.

Section Name: Sale Specific Current as of 2/23/2012 3:14:20PM



#### CENTERLINE RP (72-031-11-01)

T28N, R02E, SEC. 33.

Oscoda County (Advertised Price \$38,609.90)

SALE NOTE: An ORV trail crosses through the sale area.

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Red Pine	157.00 MBF	\$	159.00 / MBF
Pulpwood			
Q. Aspen	73.00 Cords	\$	20.20 / Cord
Red Pine	346.00 Cords	\$	27.95 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,501.60:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs			
White Pine	15.00 MBF	\$	29.00 / MBF
Pulpwood			
Jack Pine	33.00 Cords	\$	23.90 / Cord
Mixed Oak	25.00 Cords	\$	18.05 / Cord
Red Maple	16.00 Cords	\$	4.35 / Cord
White Pine	103.00 Cords	\$	7.35 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 18.97 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of **\$2,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.

PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE
01 41%
02 59%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2014.

Sale Name: Centerline Rp Sale Number: 72-031-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red and yellow paint in addition to the following unpainted designated boundary as show on the Timber sale map: Centerline road is the East boundary of the sale. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut if they meet the 2.1.7 Included Timber definition and all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

## 2.1.11 - Description of timber note (2/04)

Note that 1/2 MBF of red maple and three MBF of mixed oak was converted to pulpwood, in addition 6 cords of black cherry was added to the red maple pulpwood total.

#### 2.2 - Utilization

## 2.2.3 - Stump heights (4/07)

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

## 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

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

#### 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (6/05)

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

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300.00 per acre for all acreage within that specified portion of the sale area that was damaged. Operational paths will have to be cut through saplings in order to reach Included Timber stems. Saplings that are damaged incidental to harvesting must be cut low to the ground.

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

# 4 - Transportation

#### 4.1 - Construction

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

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

## 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be chipped, utilized or dispersed into the sale. 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.

#### 4.1.11 - Permits (5/07)

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

## 4.1.12 - No new roads (6/10)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

#### 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 and 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 (12/08)

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 his/her representative must be contacted at least 5 days in advance to schedule the conference.

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

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

## 5.2 - Conduct of Operations

# 5.2.1 - Slash

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

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

## 5.2.1.8 - Slash height (12/08)

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.

## 5.2.3 - Operating Restrictions

# 5.2.3.3 - Bark slippage restriction (3/09)

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

# 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.

#### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Centerline Road 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.

## 5.2.39 - ORV trail/route protection (1/09)

The Mio Loop is an ORV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

#### 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.

## 6 - Safety and Fire Prevention

#### 6.2 - Signing

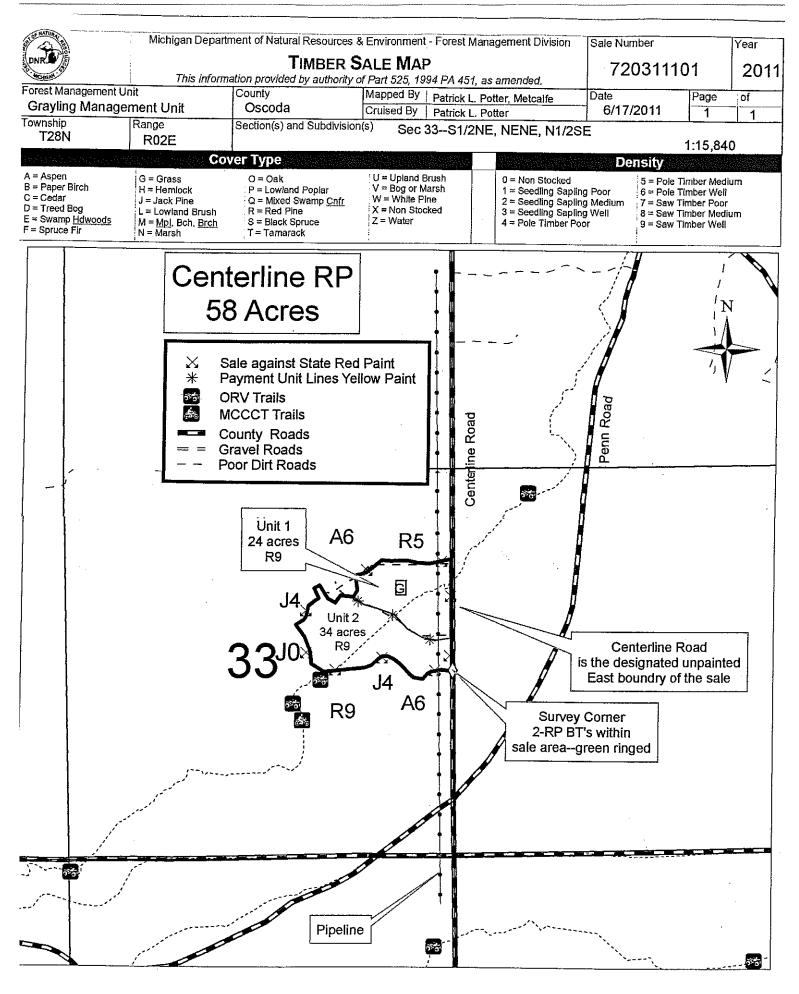
#### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on Centerline 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.

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

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

Section Name: Sale Specific Current as of 2/21/2012 2:19:45PM



#### MB EXTENSION KW (72-035-11-01)

T28N, R01W, SEC. 02; T28N, R01W, SEC. 11.

Crawford County (Advertised Price \$56,412.40)

SALE NOTE: The test trees in PU 4 (see Spec. 99.1) of the MB Extension KW sale must be cut within 90 days of contract execution. The cutting of the test trees must occur in one period of time, for example, over a period of one or two weeks. A roundwood operation is required for the harvesting of the test trees. The cutting of these trees could be done independently of your normal harvest activities. In other words, a faller could work with the DNR staff falling and bucking trees independently of your normal harvest plan. If the wood from the test trees is not removed from the site, then advanced payment is not required. If the test trees are removed from the site, then PU 4 must be paid in full or payment for the removed trees will be required within 30 days of scaling/billing. Plot locations and the list of measurement trees is available and will be provided at the pre-work meeting. The DNR will work cooperatively to make this an efficient process with minimum impact to either party.

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*	ADVERTISED PRICE	
Sawlogs			
Jack Pine	117.00 MBF	\$	33.00 / MBF
Pulpwood			
Jack Pine	2,566.00 Cords	\$	18.35 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,465.30:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Mixed Oak	20.10 MBF	\$	93.00 / MBF
Pulpwood			
Mixed Aspen	129.00 Cords	\$	12.80 / Cord
Mixed Oak	104.00 Cords	\$	18.70 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.29 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 \$3,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

(0) - 2)			
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE		
01	16%		
02	12%		
03	18%		
04	19%		
05	13%		
06	22%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 02/28/2013.

Sale Name: Mb Extension Kw Sale Number: 72-035-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by red, yellow and green paint, in addition to the following unpainted designated boundaries shown on the timbersale map: County Road 612 is the north boundary of stand 42; MB Extension Road is a unit boundary within stand 42 and is the west harvest boundary for stand 51; stand 51's northeast & south boundaries are red-painted, and its southeast boundary is designated as the lowland brush type. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Interior retention islands are marked with green paint. These islands are not Included Timber and are to be left. Do not cut green painted trees. Cut and utilize red painted boundary line trees that meet the 2.1 Included Timber definition, except leave horizontal cover as specified in 5.2.4.1 Dead and Down Creation. When cutting those red painted trees, leave the stump mark. Yellow painted trees designating an interior Payment Unit boundary are only to be cut if they meet the 2.1 Included Timber definition and all surrounding Payment Units have been paid.

## 2 - Timber Specifications

## 2.1 - Included Timber

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

Within Payment Unit(s) 1-6, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except leave: the Red Pine, White Pine & White Oak, and in the aspen stands 49 & 51, leave the Mixed Oak also.

# 2.1.11 - Description of timber note (2/04)

Note that seven cord of Balsam Fir was added to the Jack Pine pulp, and there is a trace of Scotch Pine that must be cut.

#### 2.2 - Utilization

# 2.2.2 - Chipping required (1/11)

This area must be chip harvested to facilitate subsequent planting operations. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2) because the area will be trenched and planted to Jack Pine for the Kirtland's warbler.

# 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees, in order to facilitate planting operations.

# 3 - Payments

# 3.3 - Pre-measured Sales

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

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

#### 4 - Transportation

#### 4.1 - Construction

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

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be chipped or used for road closures.

# 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 chipped or utilized. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or

windrows.

## 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. Two existing roads will also need to be closed; see the timber sale map for locations. In general, this will require constructing a four-foot high berm of stumps and slash covered with earth. Stumps and brush may also need to be placed along portions of the trail. Contact the sale administrator for specific details of design and placement.

## 4.1.11 - Permits (5/07)

The Purchaser will secure any necessary permits that may be required.

# 5 - Operations

## 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations and to discuss the Timber Measurement Test plots in Unit 4. 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

#### 5.2.4 - Dead and Down Creation

## 5.2.4.1 - Dead and down creation, marked trees (12/08)

All trees marked with a red slash along the lowland brush/swamp edge of Unit 6 must be cut and dropped toward that edge. Where possible, fell pairs of those red painted boundary line trees so that they overlap. Those felled trees must be left to provide horizontal cover for grouse and snowshoe hare.

## 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

## 5.8.1 - Kirtland's warbler (1) (2/04)

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from May 1 to October 1.

## 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 MB Extension 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. If the Purchaser provides the signs, the design must be approved by the sale administrator.

## 7 - Other Conditions

# 7.2 - Extensions

## 7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract. Harvesting must be done within the specified timeframe to prepare the site for planting, per the Kirtland's warbler management plan schedule.

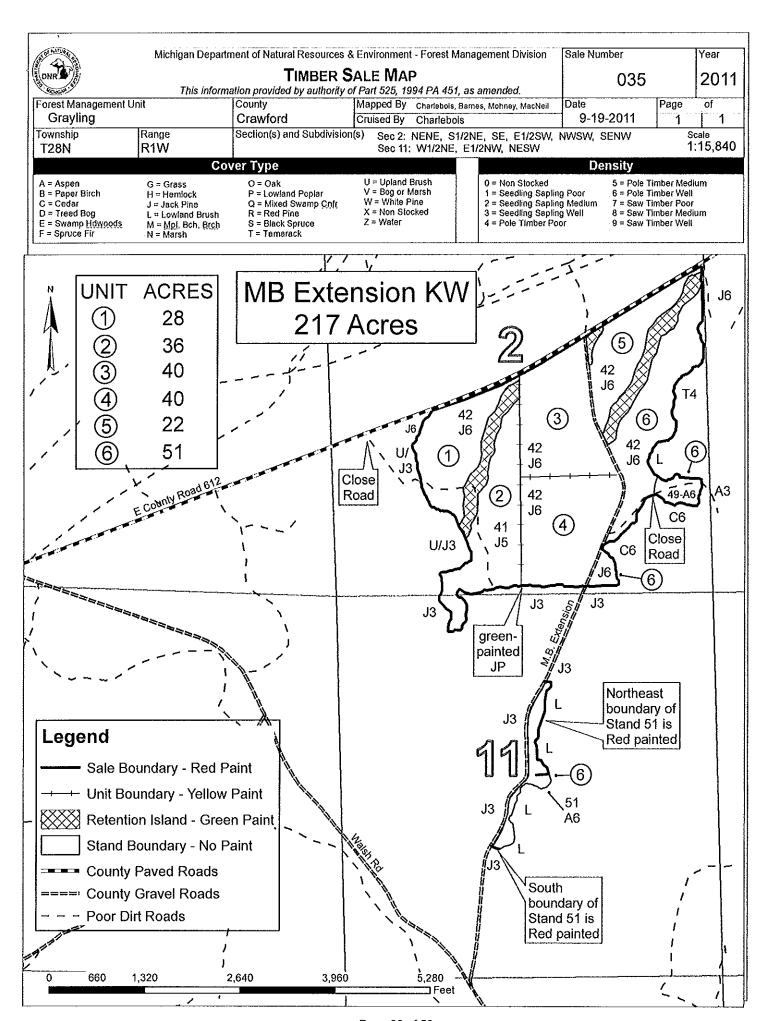
## 99 - Unique

#### 99.1 - Timber Measurements Test (2/12)

The DNR is conducting a test comparing different methods of measuring trees and determining tree volume. PU 4 is a test area and has 40 test plots, i.e. there is roughly one test plot per acre. "Cut" trees have been numbered at each plot. "Leave" trees have been marked with letters. Certain "Cut" trees on each test plot must be felled and cut into product lengths when DNR staff is present. Additional cuts above the last pulp stick may also be required. DNR staff will then make detailed measurements of each tree. There are 135 measurement trees.

The test trees must be cut within 90 days of contract execution. The cutting of the test trees must occur in one period of time, for example, over a period of one or two weeks. A roundwood operation is required for the harvesting of the test trees. The cutting of these trees could be done independently of your normal harvest activities. In other words, a faller could work with the DNR staff falling and bucking trees independently of your normal harvest plan. If the wood from the test trees is not removed from the site, then advanced payment is not required. If the test trees are removed from the site, then PU 4 must be paid in full or payment for the removed trees will be required within 30 days of scaling/billing. Plot locations and the list of measurement trees is available and will be provided at the pre-work meeting. The DNR will work cooperatively to make this an efficient process with minimum impact to either party.

Section Name: Sale Specific Current as of 2/24/2012 11:57:14AM



#### MIDDLE BRANCH OAK 22 (72-041-11-01)

T28N, R01E, SEC. 06.

Oscoda County (Advertised Price \$10,792.50)

SALE NOTE: Permission will have to be obtained from Consumers Energy to cross their 330-foot wide powerline corridor.

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>AD\</u>	ADVERTISED PRICE	
Sawlogs				
Mixed Oak	42.00 MBF	\$	153.00 / MBF	
Pulpwood				
B. T. Aspen	82.00 Cords	\$	11.60 / Cord	
Mixed Oak	108.00 Cords	\$	18.45 / Cord	
Red Pine	35.00 Cords	\$	35.60 / Cord	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$176.70:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Pulpwood			
Jack Pine	3.00 Cords	\$	22.40 / Cord
Red Maple	20.00 Cords	\$	4.20 / Cord
White Oak	3.00 Cords	\$	8.50 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 25.83 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 \$1,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE 90% 10%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2014.

Sale Name: Middle Branch Oak 22 Sale Number: 72-041-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red, blue and yellow paint. Exterior sale boundary lines against state land and the Consumers Energy powerline right-of-way (R.O.W) are marked with red paint. Exterior sale boundary lines against other private property are marked with blue paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

## 2.1 - Included Timber

## 2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability.

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

Within Payment Unit(s) 1, all Oak that are six (6) inches or more in diameter measured at a point four and one-half (4 1/2) feet above ground level are designated for cutting. In addition, all Aspen, Red Maple, Jack Pine & Black Cherry are designated for cutting regardless of merchantability. Do not cut Red Pine or White Pine.

#### 3 - Payments

## 3.3 - Pre-measured Sales

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

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

#### 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (6/05)

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

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300.00 per acre for all acreage within that specified portion of the sale area that was damaged. Saplings that are damaged incidental to harvesting must be cut low to the ground in order to facilitate sprout regeneration.

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

# 4 - Transportation

#### 4.1 - Construction

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

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

## 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 chipped, utilized or dispersed into the sale area. Stumps shall be set upright,

not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

### 4.1.11 - Permits (5/07)

The Purchaser will secure any necessary permits that may be required. Consumers Energy owns the powerline R.O.W. and permission is required to cross that corridor. Contact the Consumers Energy Operations Planning Center at (888) 253-4782.

#### 4.2 - Maintenance

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

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

## 5 - Operations

#### 5.1 - Notification

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

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

### 5.1.4 - Post-sale conference (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.

## 5.1.6 - Utility R.O.W. (10/08)

It is the responsibility of the purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

## 5.2.1.9 - No Slash:pipe/powerline, oil/gas sites (2/04)

All pipelines, power lines, oil or gas storage sites and related access roads are to remain free of slash at all times.

## 5.2.3 - Operating Restrictions

## 5.2.3.4 - Oak wilt restriction (6/10)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding and haul road building are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

## 5.2.37 - No decking areas (12/08)

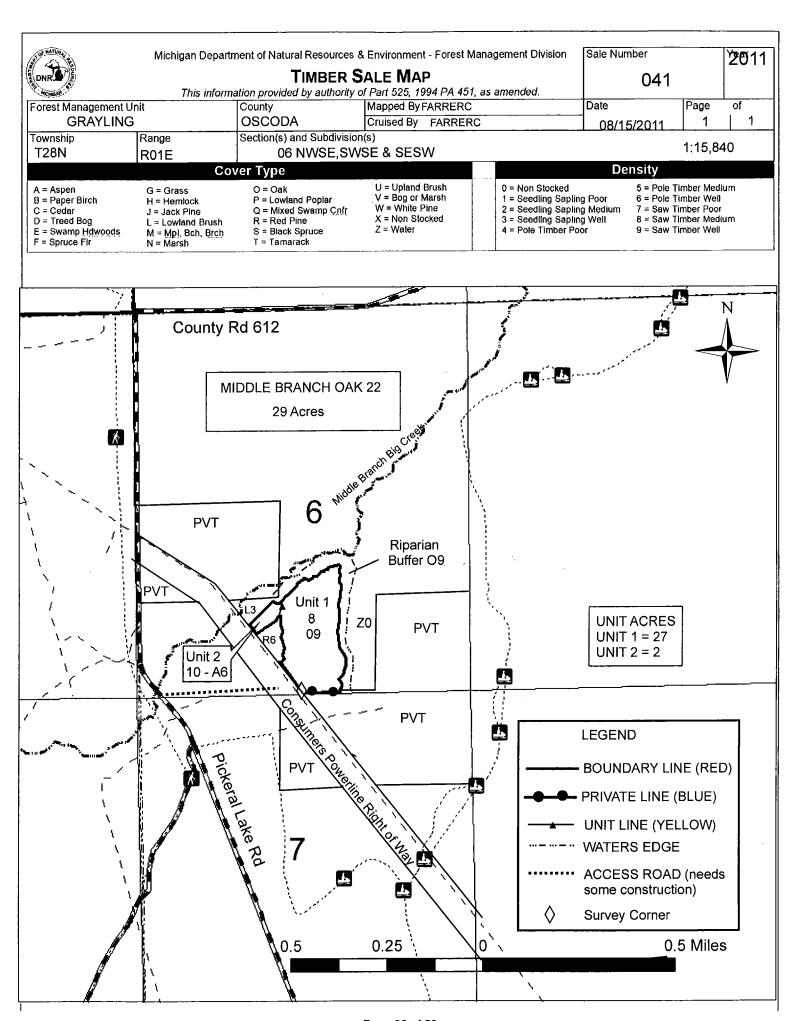
No decking is allowed within 50 feet of the cleared powerline right-of-way.

## 5.4 - Soil Protection

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

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

Section Name: Sale Specific Current as of 2/24/2012 8:31:51AM



PENN CROSSING JP (72-001-11-01) T28N, R02E, SEC. 17, Oscoda County

In response to the notice of sale to be held 3:00 p.m. (local time) on March 20, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATE</u>	D UNITS*	AD\	/ERTISED PRICE	
Sawlogs					
Jack Pine	85.10	MBF	\$	30.00 / MBF	\$ / MBF
Red Pine	28.90	MBF	\$	142.00 / MBF	\$ / MBF
Pulpwood					
Jack Pine	1,032.00	Cords	\$	16.80 / Cord	\$ / Cord
Mixed Aspen	274.00	Cords	\$	11.75 / Cord	\$ / Cord
Red Pine	237.00	Cords	\$	38.15 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,012.80:

PRODUCTS & SPECIES Sawlogs	ESTIMATED UNITS*	<u>AD\</u>	/ERTISED PRICE
Mixed Oak	10.20 MBF	\$	90.00 / MBF
Pulpwood Mixed Oak	68.00 Cords	\$	16.10 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.72 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.

	FEDERAL ID:	<del>-</del>	or SOCIAL SECURITY	NUMBER:		
	Company or individ	ual bidding:				Ш
	Company represent	tative's name:				Ш
	Address:					Ш
	City:	State	e: Zip:_			4
F AVAIL	ABLE, PLEASE PLA	CE THE PERSONALIZ	ED LABEL FROM YOUR	R PROSPECTUS IN T	HE ABOVE BOX.	_
ndividua	l or company represe	entative's signature:			Date:	
Phone nu	ımber :		Email (optiona	ıl):		



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WOR	KKEK,2 DI2ABIL	ITY COMPENS	SATION ACT COMPLIANCE		
•	This verification must be completed and s sale contract.	submitted within 21	days of contract	act award and prior to the issuance of the	ie timber	
•	In addition, if boxes 2B or 2C are checked days of the contract award and prior to the				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 <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation					
3.	<ul> <li>A.  ☐ I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B. ☐ I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. ☐ I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>					
Nan	ne of Business		Federal ID (or) So	Social Security No.		
Add	ress		Telephone ( )			
City		State	ZIP			
000	ereby certify that the above information is our in factors affecting my coverage durin				es that	
8	Signature of Owner or Authorized Representative					

## OLD OVERSTORY REMOVAL (72-004-11-01) T28N, R02E, SEC. 16; T28N, R02E, SEC. 17, Oscoda County

In response to the notice of sale to be held 3:00 p.m. (local time) on March 20, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD	VERTISED PRICE	
Sawlogs				
Mixed Aspen	51.20 MBF	\$	67.00 / MBF	\$ / MBF
Mixed Oak	119.70 MBF	\$	93.00 / MBF	\$ / MBF
Pulpwood				
Jack Pine	235.00 Cords	\$	16.30 / Cord	\$ / Cord
Mixed Aspen	431.00 Cords	\$	11.35 / Cord	\$ / Cord
Mixed Oak	336.00 Cords	\$	14.65 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,197.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE		
Sawlogs					
Jack Pine	28.60 MBF	\$	30.00 / MBF		
Pulpwood					
Black Cherry	30.00 Cords	\$	2.45 / Cord		
Red Maple	70.00 Cords	\$	3.80 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 16.34 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.

	FEDERAL ID:	or SOCIA	L SECURITY NUMBER	:
	Company or individual biddi	ng:		
	Company representative's n	ame:		
	Address:			
	City:	State:	Zip:	
F AVAIL	ABLE, PLEASE PLACE THE	PERSONALIZED LABEL	FROM YOUR PROSP	ECTUS IN THE ABOVE BOX.
ndividual	or company representative's	signature:		Date:
Phone nu	ımber :		Email (optional):	



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WO	RKER'S DISABIL	ITY COMPENS	SATION ACT COMPLIANCE	
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.				
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed e	except for written s	signatures.		
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation	check <u>one</u> of the	boxes below):		
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.    I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.    I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.    I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>				
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members			<b>both</b> full-time and part-time employees, other u must enter "0").	
	Full-time Er	mployees		Part-time Employees	
Nam	ne of Business		Federal ID (or) So	ocial Security No.	
Add	ress		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.	

## NOODLES LAKE ROAD RP (72-030-11-01) T27N, R02E, SEC. 04; T27N, R02E, SEC. 05, Oscoda County

In response to the notice of sale to be held 3:00 p.m. (local time) on March 20, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Sawlogs			
Red Pine	34.00 MBF	\$ 147.00 / MBF	\$ / MBF
Pulpwood			
Jack Pine	31.00 Cords	\$ 19.40 / Cord	\$ / Cord
Q. Aspen	34.00 Cords	\$ 16.80 / Cord	\$ / Cord
Red Pine	105.00 Cords	\$ 22.95 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$121.80:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	<b>ERTISED PRICE</b>
Pulpwood			
White Pine	21.00 Cords	\$	5.80 / Cord

	FEDERAL ID:	or SOCIAL SEC	URITY NUMBER:				
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	)NALIZED LABEL FROM	M YOUR PROSPECTUS IN	THE ABOVE BOX.			
Individual	or company representative's signatu	ıre:		Date:	_		
Phone nu	ımber :	Email (	(optional):				

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 29.65 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

Sale N	lumber	(XX - XX)	X – XX -	- XX)	
100000000000000000000000000000000000000		Contract to the contract of th	440 140-140	,	
Forest	Manag	ement Un	it:		
. 0,000	manag	onnone on			
l					
l					
l .					

FOR DEPARTMENT USE ONLY

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

	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
0	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

•	days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed except for written signatures.						
Ple	ease Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation						
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>						
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees						
Van	e of Business Federal ID (or) Social Security No.						
Add	Telephone ( )						
City	State ZIP						
) 	ereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that our in factors affecting my coverage during any of my present and future operations.						
٦	Title Date						

## <u>CENTERLINE RP (72-031-11-01)</u> T28N, R02E, SEC. 33, Oscoda County

In response to the notice of sale to be held 3:00 p.m. (local time) on March 20, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD	VERTISED PRICE	
Sawlogs			_	
Red Pine	157.00 MBF	\$	159.00 / MBF	\$ / MBF
Pulpwood				
Q. Aspen	73.00 Cords	\$	20.20 / Cord	\$ / Cord
Red Pine	346.00 Cords	\$	27.95 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,501.60:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs			
White Pine	15.00 MBF	\$	29.00 / MBF
Pulpwood			
Jack Pine	33.00 Cords	\$	23.90 / Cord
Mixed Oak	25.00 Cords	\$	18.05 / Cord
Red Maple	16.00 Cords	\$	4.35 / Cord
White Pine	103.00 Cords	\$	7.35 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 18.97 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.

	FEDERAL ID:	or SOCIA	L SECURITY NUMBER	:					
	Company or individual biddi	ng:							
	Company representative's name:								
	Address:								
	City:	State:	Zip:						
F AVAIL	ABLE, PLEASE PLACE THE	PERSONALIZED LABEL	FROM YOUR PROSP	ECTUS IN THE ABOVE BOX.					
ndividual	or company representative's	signature:		Date:					
Phone nu	ımber :		Email (optional):						



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please 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 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-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees

Name of Business

Federal ID (or) Social Security No.

Telephone
( )

City

State

ZIP

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

Signature of Owner or Authorized Representative

PRODUCTS & SPECIES

## **BID FORM**

## MB EXTENSION KW (72-035-11-01) T28N, R01W, SEC. 02; T28N, R01W, SEC. 11, Crawford County

ADVERTISED PRICE

In response to the notice of sale to be held 3:00 p.m. (local time) on March 20, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

**ESTIMATED UNITS\*** 

Sawlogs							
Jack Pine	117.00	MBF	\$	33.00 / MBF	\$	/ MBF	
Pulpwood Jack Pine	2 566 00	Cordo	œ.	18.35 / Cord	¢	/ Cord	
	2,566.00		\$		Φ		
In addition, the successful bidder	agrees to purchase	the following s	pecies at the	e indicated advertis	sed price for a to	tal value of \$5,465.3	30 :
PRODUCTS & SPECIES	<u>ESTIMATEI</u>	O UNITS*	ADVE	ERTISED PRICE			
Sawlogs							
Mixed Oak	20.10	MBF	\$	93.00 / MBF			
Pulpwood Mixed Aspen	129.00	Cordo	Φ.	10.00 / Card			
Mixed Aspen Mixed Oak	104.00		\$ \$	12.80 / Cord 18.70 / Cord			
			•				
* The total volume is statistically e						nd not subject to adj	ustment.
Prospective bidders are urged to	examine this timber	and to make th	eir own esti	mates of quantity	and quality.		
I understand that any or all bids m	nav be reiected. All	oids must be si	igned and a	II bid items must be	e bid or the bid fo	orm mav be reiected	. I also
understand that consideration and	•		•			•	
equipment and staffing subject to	•		7 1		, , , , , , , , , ,		
	•						_
FEDERAL ID:		or SOCIAL SE	CURITY NU	JMBER: -	-		
						_	
Company or individual	bidding:						
Company representative	e's name:						
Address:							
					-		
City:	State	<u> </u>	Zip:		_		
IF AVAILABLE, PLEASE PLACE	THE PERSONALIZE	ED LABEL FRO	OM YOUR F	PROSPECTUS IN	THE ABOVE BO	)X.	•
·							
Individual or company representa	tive's signature:				_ Date:		_
Phone number :		Emai	il (optional):				



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

•	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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

-	days of the contract award and prior to the issuance of the timber sale contract.					
•	<ul> <li>All Information must be typed or printed except for written signature</li> </ul>	res.				
Ple	Please Check Appropriate Categories:					
1.	<ol> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes</li> <li>Sole Proprietorship (individual)</li> <li>Partnership</li> <li>Corporation</li> </ol>	below):				
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract</li> </ul>					
	<ul> <li>award. (For questions or a copy of the BWC-337, please call t</li> <li>C.  \sum I certify that my business has a Worker's Compensation Polic days of the contract award.</li> </ul>					
3.		If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").				
	Full-time Employees	Part-time Employees				
Varr	Name of Business Federa	al ID (or) Social Security No.				
Add	Address Teleph (	none )				
City	City State ZIP					
	hereby certify that the above information is true and correct. I agreeced in factors affecting my coverage during any of my present and					
5	Signature of Owner or Authorized Representative					
-	Title					

## MIDDLE BRANCH OAK 22 (72-041-11-01) T28N, R01E, SEC. 06, Oscoda County

In response to the notice of sale to be held 3:00 p.m. (local time) on March 20, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATE</u>	D UNITS*	AD\	/ERTISED PRICE	
Sawlogs					
Mixed Oak	42.00	MBF	\$	153.00 / MBF	\$ / MBF
Pulpwood					
B. T. Aspen	82.00	Cords	\$	11.60 / Cord	\$ / Cord
Mixed Oak	108.00	Cords	\$	18.45 / Cord	\$ / Cord
Red Pine	35.00	Cords	\$	35.60 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$176.70:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD	ADVERTISED PRICE	
Pulpwood				
Jack Pine	3.00 Cords	\$	22.40 / Cord	
Red Maple	20.00 Cords	\$	4.20 / Cord	
White Oak	3.00 Cords	\$	8.50 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 25.83 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.

	FEDERAL ID: or SOCIAL SECURITY NUMBER:								
	Company or individual bidding:								
	Company representative's name:								
	Address:								
	City:	State:	Zip:						
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.									
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	M YOUR PROSPECTUS IN T	ΓΗΕ ABOVE BOX.					
	ABLE, PLEASE PLACE THE PERSO For company representative's signatu			THE ABOVE BOX. Date:					



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE								
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.							
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.							
•	All Information must be typed or printed except for written signatures.							
Please Check Appropriate Categories:								
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>							
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>							
<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").</li> </ol>								
Full-time Employees					Part-time Employees			
Name of Business		Federal ID (or) Social Security No.						
Address		Telephor	) )					
City		State	ZIP					
000	ereby certify that the above information is our in factors affecting my coverage during Signature of Owner or Authorized Representative				notify the Michigan DNRE of any changes that ure operations.			