

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# TIMBER SALE PROSPECTUS #4811

#### <u>SCHEDULED SALE DATE AND TIME:</u> 11:00 a.m. (local time) on December 19, 2012. <u>LOCATION:</u> GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

PROSPECTUS NOTE: The Indian Road Fuel Break sale must be harvested prior to December 1, 2013. Therefore, no extensions will be granted and the sale will expire on December 1, 2013.

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:

INDIAN ROAD FUEL BREAK (72-009-13-01) / T24N, R08E, SEC. 09, SWNE, NWSE, E1/2SW, SWSW. T24N, R08E, SEC. 16, NWNW. T24N, R08E, SEC. 17, E1/2NE, SWNE, N1/2SE, SWSE. T24N, R08E, SEC. 17, E1/2SW. Iosco County, Advertised Price \$27,611.35, 104.0 Acres

SALE NOTE: This harvest was set up to create a fuel break along Indian Road. In order to facilitate follow-up prescribed buring of the fuel break, a considerable amount of pre-commercial material must be cut and chipped through the harvest contract. That pre-commercial material includes the sapling understory in previously shelterwooded mature stands and 15 solid acres of immature Jack Pine, Aspen and Oak in two young stands (15 to 20 years old). Several recreational trails (ORV and snowmobile) cross through the harvest area. The contract has a relatively short duration, and no extensions will be allowed, in order to meet the Hazardous Fuels Reduction Grant timeframe.

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.

<u>COMP 227 RP THIN</u> (72-004-12-01) / T25N, R03W, SEC. 21, NW, W1/2NE. Crawford County, Advertised Price \$63,170.75, 94.0 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.

<u>DUMPY ASPEN</u> (72-005-12-01) / T28N, R03W, SEC. 05, NE, N1/2SE, SE/SE. T29N, R03W, SEC. 32, S/12SE. Crawford County, Advertised Price \$71,661.80, 159.0 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 private or state forest land.

<u>WARBLER OAK</u> (72-020-12-01) / T26N, R03W, SEC. 23, SW 1/4, SW 1/4 NW 1/4. Crawford County, Advertised Price \$20,262.35, 48.0 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 private or state forest land.

HOWES LAKE PINE (72-023-12-01) / T27N, R04W, SEC. 21, NE1/4, NESE, SW1/4, SENW.

T27N, R04W, SEC. 22, W1/2 NW1/4, NWSW.

Crawford County, Advertised Price \$94,589.40, 97.0 Acres

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

<u>N. WAKELEY SEED TREE</u> (72-608-12-01) / T27N, R02W, SEC. 02, W1/2NW,SENW,N1/2SW,SESW. T27N, R02W, SEC. 03, NENE,E1/2SE.

Crawford County, Advertised Price \$38,500.90, 113.0 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.

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

# 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 11:00 a.m. (local time) on December 19, 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 (10/12)

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

the included timber by the termination date.

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

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

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

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

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

KEITH CREAGH Director

#### INDIAN ROAD FUEL BREAK (72-009-13-01)

T24N, R08E, SEC. 09; T24N, R08E, SEC. 16; T24N, R08E, SEC. 17.

losco County (Advertised Price \$27,611.35)

SALE NOTE: This harvest was set up to create a fuel break along Indian Road. In order to facilitate follow-up prescribed buring of the fuel break, a considerable amount of pre-commercial material must be cut and chipped through the harvest contract. That pre-commercial material includes the sapling understory in previously shelterwooded mature stands and 15 solid acres of immature Jack Pine, Aspen and Oak in two young stands (15 to 20 years old). Several recreational trails (ORV and snowmobile) cross through the harvest area. The contract has a relatively short duration, and no extensions will be allowed, in order to meet the Hazardous Fuels Reduction Grant timeframe.

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADVI</u>	ERTISED PRICE
Sawlogs			
Mixed Oak	148.30 MBF	\$	95.00 / MBF
Pulpwood			
Jack Pine	187.00 Cords	\$	21.20 / Cord
Mixed Oak	626.00 Cords	\$	12.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,733.45:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Aspen	45.00 Cords	\$	15.25 / Cord
Red Pine	28.00 Cords	\$	37.40 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 10.65 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 **\$1,400.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit: PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE

01	15%
02	37%
03	14%
04	34%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 12/01/2013.

#### Sale Name: Indian Road Fuel Break

#### Sale Number: 72-009-13-01

#### 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 yellow paint, or follow roads. Exterior sale boundary lines against state are marked with red paint except for an unpainted segment along Indian Road as shown on the Timbersale Map. Interior Payment Unit boundaries are marked with yellow paint. Cut all red painted boundary line trees except for along the two short segments of shared boundary with adjacent timber sales (see map). When cutting the designated red boundary line trees, leave the stump-marked portion. 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 (8/11)

Within Payment Unit(s) 1, 2, 3 & 4, cut all alive or dead 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 do not cut any trees marked with a horizontal band of green paint that encircles the bole. Note that there are trees from previous harvests that have very faded diagonal green paint marks on them -- those trees are to be cut unless they are also marked with a horizontal band of green paint that encircles the bale. Dead trees will be harvested under this contract in order to facilitate fuelbreak construction.

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

Note that the harvest area includes 15 acres of immature jack pine, aspen and oak (stands 29 & 30, 15 to 20 years old) that must be cut in order to facilitate fuelbreak construction. Note also that the small volumes of white oak, red pine, jack pine and aspen saw were converted to pulpwood, the white oak pulp was combined with the mixed oak pulp, a small amount of white pine pulp was combined with the jack pine pulp, and a small amount of red maple pulp was combined with the mixed oak pulp.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (1/11)

This area must be chip harvested to facilitate subsequent fuelbreak construction. 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 of the fuelbreak construction goals.

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

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 6 inches for trees smaller than that.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 2 & 4 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

#### 3.4 - Damaged Timber

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

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

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

4.1.6 - Road construction (1/09)

Construction of landings, 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 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 (10/11)

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

4.1.11 - Permits (2/12)

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 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 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

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of forest roads.

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

No decking is allowed within 50 feet of Indian Road or Pine Road without permission of the Iosco County Road Commission.

#### 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)

Four segments of ORV trail or route cross through the harvest area and are shown on the Timber Sale Map. 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.

## 5.2.41 - Snowmobile trail protection (9/11)

The #96 snowmobile trail crosses through the south end of the sale area and is shown on the Timber Sale Map. This segment is also an ORV route. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. The snowmobile trail may only be crossed at right angles -- skidding down the snowmobile trail is prohibited. Maintain a 20 foot wide slash, debris, and rut-free zone daily using the snowmobile trail as the centerline. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, some trees cut along the trail's edge will need to have their stumps removed and disposed of according to the direction 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 Indian 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. Signs must also be posted on Pine Road when havesting is occuring immediately adjacent to that road.

#### 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the #96 snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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. This segment, which is also an ORV route, must be signed during the period when harvesting is occurring adjacent to the trail, regardless of snow conditions.

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

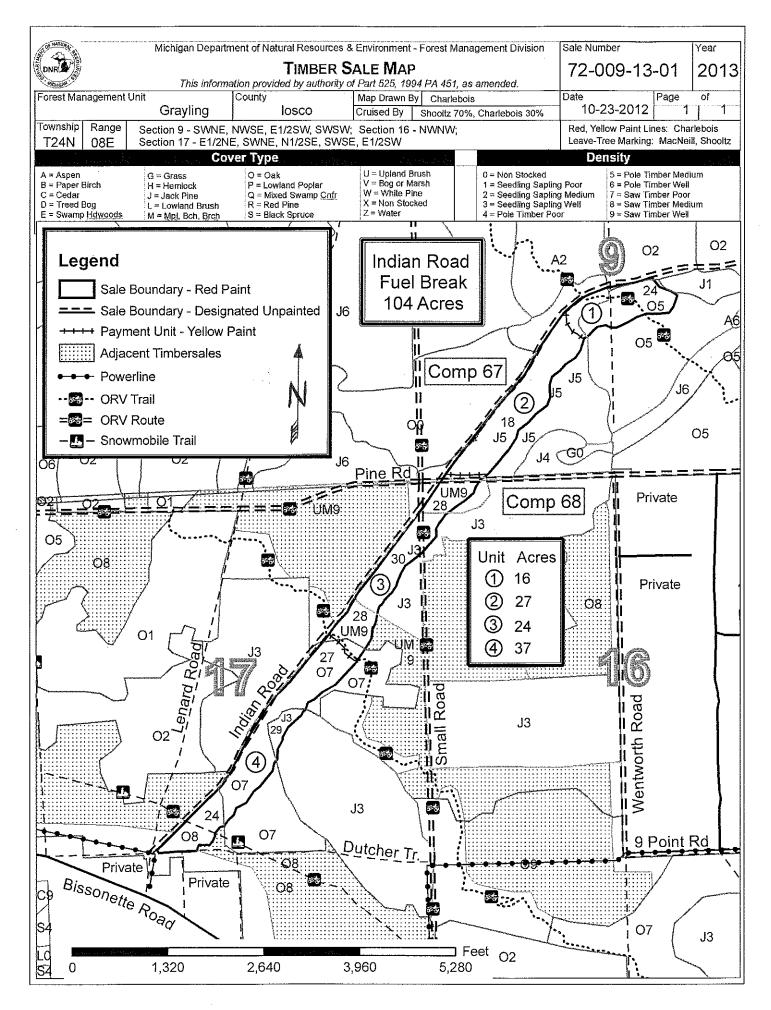
The Purchaser is responsible for posting and maintaining caution signs on the applicable segment of ORV trail or route prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. Four segments of ORV trail or route cross through the harvest area. Signs only need to be up on the trail segment(s) when harvest operations are occurring immediately along them. Signs do not need to be maintained if only hauling is occurring along Indian Road, an open county road.

#### 7 - Other Conditions

## 7.2 - Extensions

## 7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract. The harvest must be completed by December 1, 2013 in order to meet the Hazardous Fuels Reduction Grant timeframe and facilitate planned follow-up prescribed burning.



# COMP 227 RP THIN (72-004-12-01)

# T25N, R03W, SEC. 21.

#### Crawford County (Advertised Price \$63,170.75)

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Sawlogs			
Red Pine	176.20 MBF	\$	145.00 / MBF
Pulpwood			
Red Pine	893.00 Cords	\$	40.40 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,544.55:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Pine	126.00 Cords	\$	10.05 / Cord
Red Maple	21.00 Cords	\$	13.25 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 12.15 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 **\$3,200.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	20%
02	31%
03	28%
04	19%
05	2%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 12/19/2014.

## Sale Name: Comp 227 Rp Thin Sale Number: 72-004-12-01

#### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red, yellow and pink paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. One interior retention island is marked with red paint; that island is not Included Timber, and equipment operation of any kind is prohibited within it. Three red pine mortality pockets are marked with pink 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 applicable 2.1 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) 1-4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all Scotch Pine. Within the three mortality pockets bounded by pink paint, cut all Red Pine regardless of orange marking. The purpose of these small clearcut patches is to pre-salvage Red Pine around the pockets of dead/declining plantation stems.

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

Within Payment Unit(s) 5, all Scotch Pine, Jack Pine, Red Maple, and Aspen trees are designated for cutting regardless of merchantability. Leave all Red Pine, White Pine and Oak.

2.1.11 - Description of timber note (2/04)

Note that Mixed Pine includes Scotch Pine, Jack Pine and White Pine, and that 3 cord of Oak was added to the Red Maple pulp.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

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

2.2.4 - Skidding length (2/11)

The Red Pine plantation was third-row thinned 20 years ago. This harvest's crown thinning averages 125 square feet of residual basal area that must be worked around and protected. Tree length skidding may be restricted in order to minimize damage to the residual Red Pine.

#### 3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1-4 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

- 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 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.

## 3.6 - Payment Unit Cutting Schedule

3.6.1 - Order of cutting (1/09)

Payment Units shall be cut starting with Unit 5 unless approved by the Unit Manager or his/her representative.

#### 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 spread out or used for road and landing closure.

## 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 5 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

## 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth and/or scattering stumps and brush along the remainder of the trail. Contact the sale administrator for specific details of design and placement.

4.1.11 - Permits (2/12)

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 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 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 near the private property boundary).

## 5.2.3 - Operating Restrictions

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

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

#### 5.2.3.6 - 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.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of county roads without permission of the Crawford County Road Commission.

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)

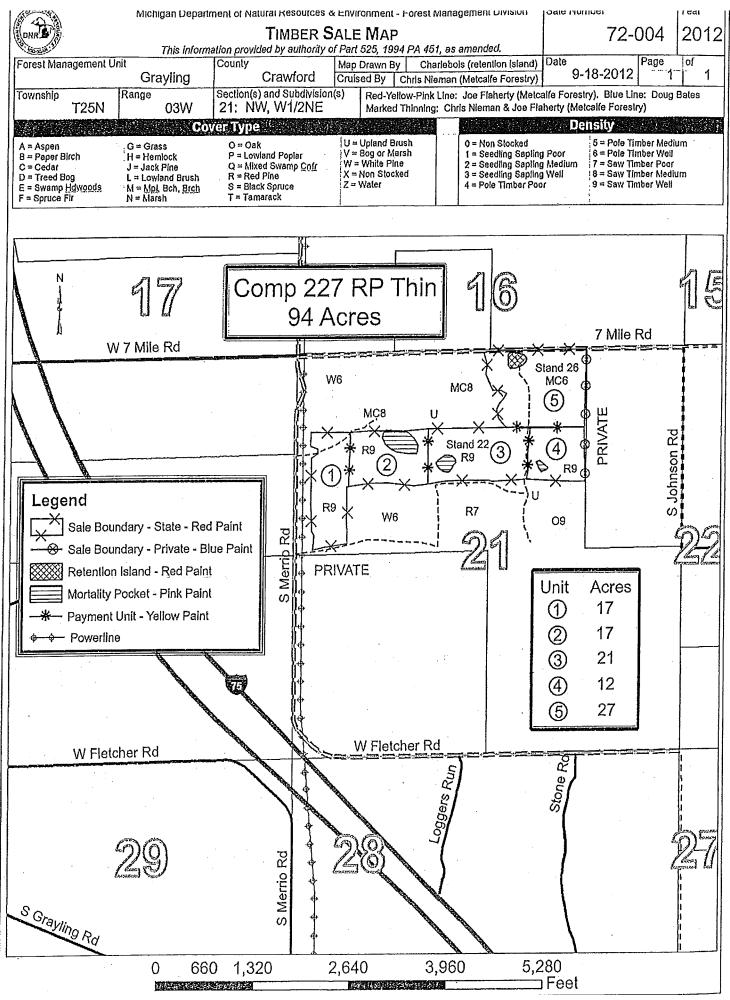
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the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

## 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 open two-track roads prior to beginning operations. The road must be posted at the two-track intersections with the county roads to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.



#### DUMPY ASPEN (72-005-12-01)

# T28N, R03W, SEC. 05; T29N, R03W, SEC. 32.

Crawford County (Advertised Price \$71,661.80)

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 private or state forest land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD	VERTISED PRICE
Sawlogs			
Mixed Aspen	55.00 MBF	\$	85.00 / MBF
Mixed Hardwood	55.00 MBF	\$	72.00 / MBF
Red Oak	40.00 MBF	\$	231.00 / MBF
Pulpwood			
Mixed Aspen	1,710.00 Cords	\$	21.40 / Cord
Mixed Hardwood	1,029.00 Cords	\$	15.40 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,346.20:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADVE</u>	ERTISED PRICE
Pulpwood Red Oak	106.00 Cords	¢	12.70 / Cord
Reu Oak	100.00 Colus	Φ	12.70 / 0010

\* The total volume is statistically estimated within plus (+) or minus (-) 9.44 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 **\$3,600.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.

(c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	30%
02	30%
03	25%
04	15%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 12/19/2014.

#### Sale Name: Dumpy Aspen Sale Number: 72-005-12-01

#### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid. Retention islands are marked with red paint and are not to be entered with any equipment.

## 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, and 4, 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 do not cut any HEMLOCK.

## 2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

## 3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1, 2, 3, and 4 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

- 3.4 Damaged Timber
  - 3.4.1 Damaged timber (6/05)

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

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

3.6 - Payment Unit Cutting Schedule

3.6.2 - One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened. The Purchaser must give a one week notice before finishing a unit to allow for inspection.

#### 4 - Transportation

- 4.1 Construction
  - 4.1.3 Slash and earthen piles (8/04)

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

#### 4.1.6 - Road construction (1/09)

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

## 4.1.7 - Road closure (10/11)

Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.1.12 - 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

## 4.2.4 - Grading (12/08)

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

## 4.2.5 - 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.

#### 4.4 - Access

## 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. If access is to occur using roads that cross the Water's landfill property owned by Waste Management, the MDNR needs to be notified that permission was obtained prior to using the private road for access.

#### 5 - Operations

#### 5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

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

## 5.1.3 - 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. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

## 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.

## 5.1.6 - 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

## 5.2.1.1 - 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.

5.2.1.9 - 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.

#### 5.2.2 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

#### 5.2.3 - Operating Restrictions

## 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) no operations are to occur on well sites or pipelines without prior written permission from the utility company. A copy of that permission needs to be submitted to your sale administrator prior to beginning operations. This restriction is to protect well sites and pipelines in the sale area.

## 5.2.3.9 - Beech hauling restriction (3/11)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech scale to or through uninfested beech areas the lower peninsula or to Wisconsin from July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR Forest Health Website, www.michigan.gov/dnr.)

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

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

5.4 - Soil Protection

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

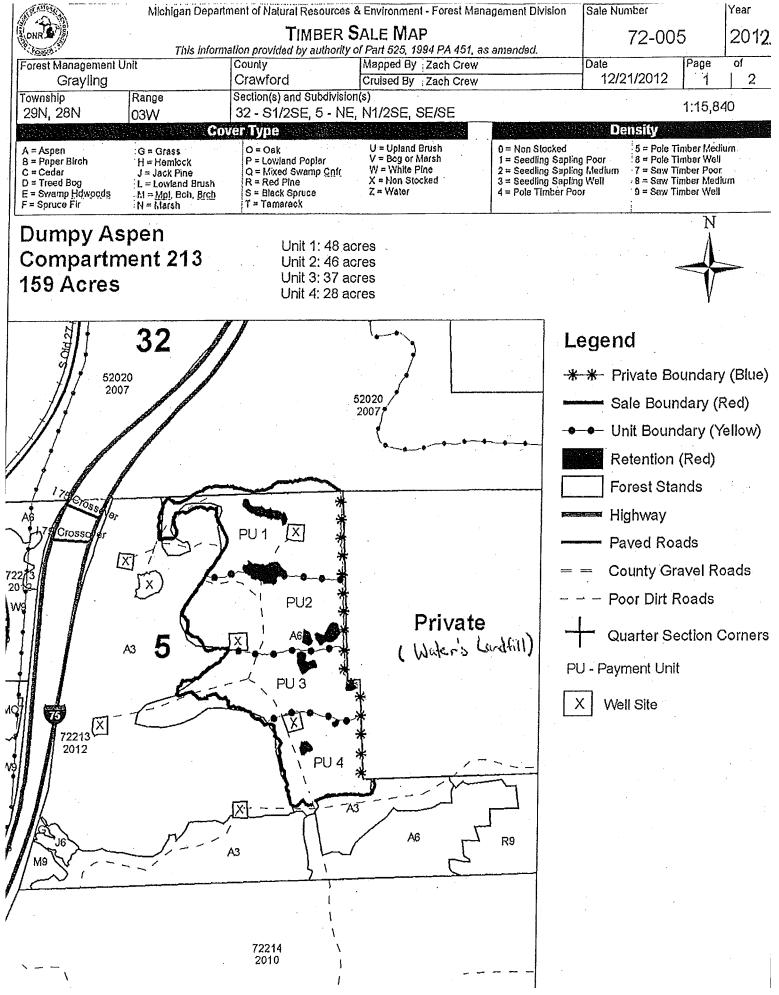
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the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

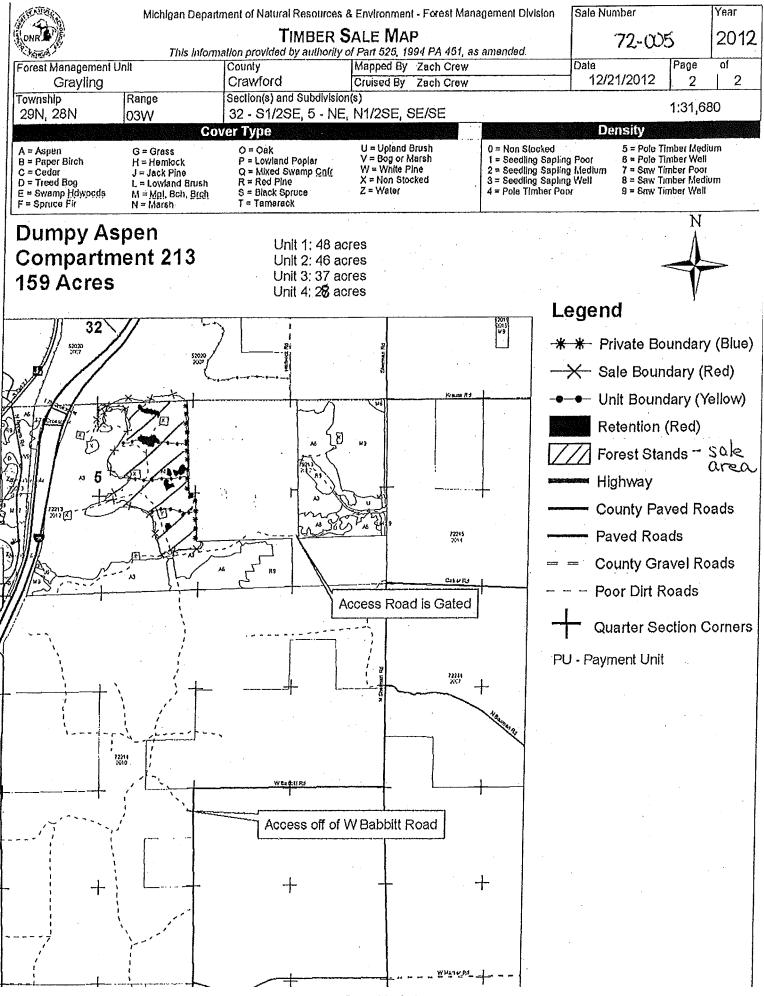
#### 6 - Safety and Fire Prevention

## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on either Sherman Road or West Babbitt Road, depending on which road is used for access, prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.





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# WARBLER OAK (72-020-12-01)

T26N, R03W, SEC. 23.

#### Crawford County (Advertised Price \$20,262.35)

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 private or state forest land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Mixed Oak	91.90 MBF	\$	110.00 / MBF
Pulpwood			
Jack Pine	214.00 Cords	\$	18.75 / Cord
Mixed Oak	316.00 Cords	\$	16.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$926.85:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADVI</u>	ERTISED PRICE
Sawlogs		<u>,</u>	22.00 / MDE
Jack Pine Pulpwood	24.20 MBF	\$	22.00 / MBF
Red Maple	49.00 Cords	\$	8.05 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 12.31 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	69%
02	31%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 12/21/2015.

## Sale Name: Warbler Oak Sale Number: 72-020-12-01

#### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Retention island boundaries are marked with green paint. Do not cut green painted trees or within retention islands. 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 (8/11)

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except red pine. Do not cut any red pine. Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.2 - Utilization

2.2.6 - Roundwood operation required (5/07)

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1 and 2may 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, extreme 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 20% 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.

No damage is acceptable to retention islands. Within the sale area, if more than 5% of trees within a retention island are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

## 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental

and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge or utilized in road barriers as described in 4.1.7 - Road Closure. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

## 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. 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 (2/12)

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

## 4.2 - Maintenance

# 4.2.1 - Hauling restriction (12/08)

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

## 4.2.3 - Road maintenance (9/08)

The following road maintenance may be needed: grading or dragging of the haul route between the sale area and Staley Lake Rd. during operations. Consult with the sale administrator.

## 5 - Operations

## 5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

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

## 5.1.4 - Post-sale conference (6/11)

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

## 5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

## 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

## 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.

## 5.2.32 - Decking/landing restoration (9/11)

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

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

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

## 5.4 - Soil Protection

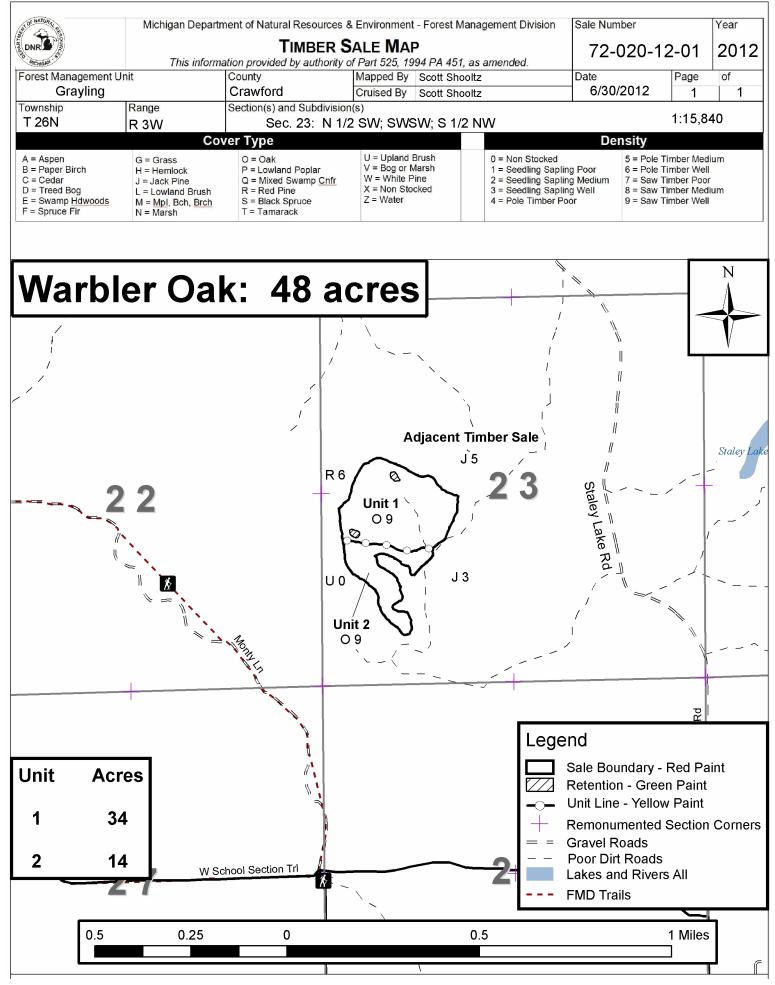
5.4.1 - Rutting restriction, general (1/09)

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

## 5.8 - Protection of Endangered Species

## 5.8.2 - Kirtland's warbler (2) (9/10)

This sale is adjacent to a young jack pine stand which is being used by an endangered species (Kirtland's Warbler). Due to the close proximity to occupied Kirtland's Warbler habitat, all operations are confined to October 1 through May 1 for this sale. Absolutely no operations will be allowed the remainder of the year.



## HOWES LAKE PINE (72-023-12-01)

T27N, R04W, SEC. 21; T27N, R04W, SEC. 22. Crawford County (Advertised Price \$94,589.40)

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Red Pine	387.00 MBF	\$	149.00 / MBF
Pulpwood			
Red Pine	942.00 Cords	\$	39.20 / Cord

\* The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

## BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of **\$4,800.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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

PERCENT OF TOTAL SALE VALUE
30%
32%
38%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 12/21/2015.

#### Sale Name: Howes Lake Pine Sale Number: 72-023-12-01

#### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by 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 when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-3, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are identified with three orange painted X's, and are every third row. Orange slashes are used as confidence markers down designated rows in all Payment Units. Jack pine and other deciduous species may also be removed within designated rows.

#### 2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

#### 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. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 10% 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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

4.1.11 - Permits (2/12)

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

- 4.2 Maintenance
  - 4.2.1 Hauling restriction (12/08)

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

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Payment Unit 1 and N Howes Lake Rd.

## 5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

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

5.2 - 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.

## 5.2.3 - Operating Restrictions

## 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 2-3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 1st to March 31st. This restriction is because the Frederic Route snowmobile trail traverses through these Payment Units.

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.3.6 - 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.

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

No decking is allowed within 50 feet of N Howes Lake Rd 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 Frederic Route is an ORV trail or route 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.

## 5.2.41 - Snowmobile trail protection (9/11)

The Frederic Route is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail

markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. The snowmobile trail may only be crossed at right angles. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline.

#### 5.4 - Soil Protection

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

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

## 6 - Safety and Fire Prevention

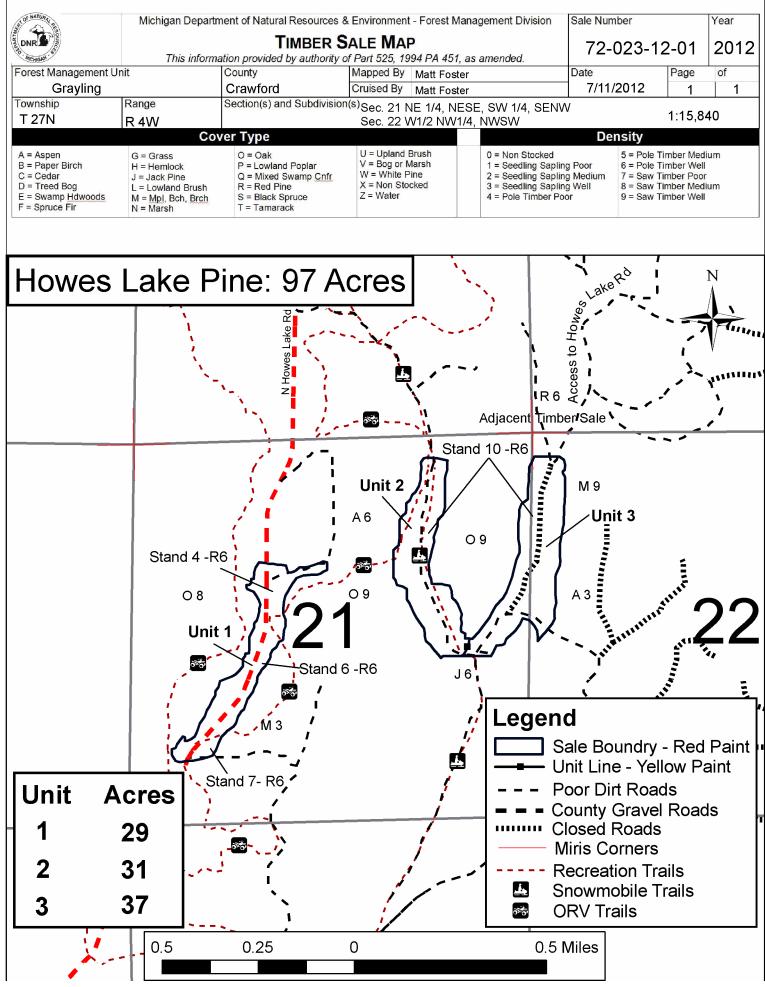
## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on N Howes Lake Rd prior to beginning operations. The road must be posted 200 feet from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The timber sale administrator will provide these signs.

## 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the Frederic Route prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted 200 feet from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The timber sale administrator will provide these signs.



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# N. WAKELEY SEED TREE (72-608-12-01)

T27N, R02W, SEC. 02; T27N, R02W, SEC. 03.

Crawford County (Advertised Price \$38,500.90)

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Mixed Oak	107.00 MBF	\$	140.00 / MBF
Pulpwood			
Jack Pine	208.00 Cords	\$	19.95 / Cord
Mixed Aspen	227.00 Cords	\$	16.55 / Cord
Mixed Oak	632.00 Cords	\$	19.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,037.65:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Jack Pine	14.00 MBF	\$	27.00 / MBF
Mixed Aspen	28.00 MBF	\$	51.00 / MBF
Pulpwood			
Red Maple	103.00 Cords	\$	8.55 / Cord
Red Pine	9.00 Cords	\$	39.00 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 11.59 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	7%
02	4%
03	11%
04	12%
05	33%
06	33%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 12/19/2014.

## Sale Name: N. Wakeley Seed Tree Sale Number: 72-608-12-01

#### 1 - Sale Area

## 1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. 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 when 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 and 2, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability.

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

Within Payment Unit(s) 3, 4, 5 and 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 Red Pine and all Oak trees marked with green paint above and below stump height.

## 2.2 - Utilization

## 2.2.2 - Chipping required (1/11)

This area must be chip harvested to meet National Guard requirements. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash left in Military training areas. 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). This is because of Military requirements.

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate military requirements.

## 3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 3, 4, 5, and 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. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

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

#### 4 - Transportation

4.1 - Construction

4.1.11 - Permits (2/12)

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

4.1.12 - No new roads (1/12)

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 (10/11)

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

#### 5.1.5 - National Guard notification (2/10)

This sale is upon Military Board Lands that are administrated by the Michigan National Guard - Camp Grayling. A minimum of five (5) business days prior to opening this sale, the producer must request that the sale administrator contact the military for information regarding training plans that may impact sale operations.

#### 5.2 - Conduct of Operations

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 3, 4, 5 and 6, unless changed by written agreement, cutting, skidding, and hauling 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.

#### 5.2.3.7 - National Guard training restriction (1/09)

Operations on this contract may not be allowed during National Guard training operations. Typically, the restricted period is from May 1 to October 31. The contractor must check with the Unit Manager who will coordinate the cutting schedule with the Military. All harvest equipment and timber products must be removed from the sale area during the period of May 1 to October 31.

#### 5.2.31 - Landing locations (10/09)

Recommended landing areas are marked on the timber sale map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

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

No decking is allowed within 50 feet of North Wakeley County 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.

#### 5.4 - 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)

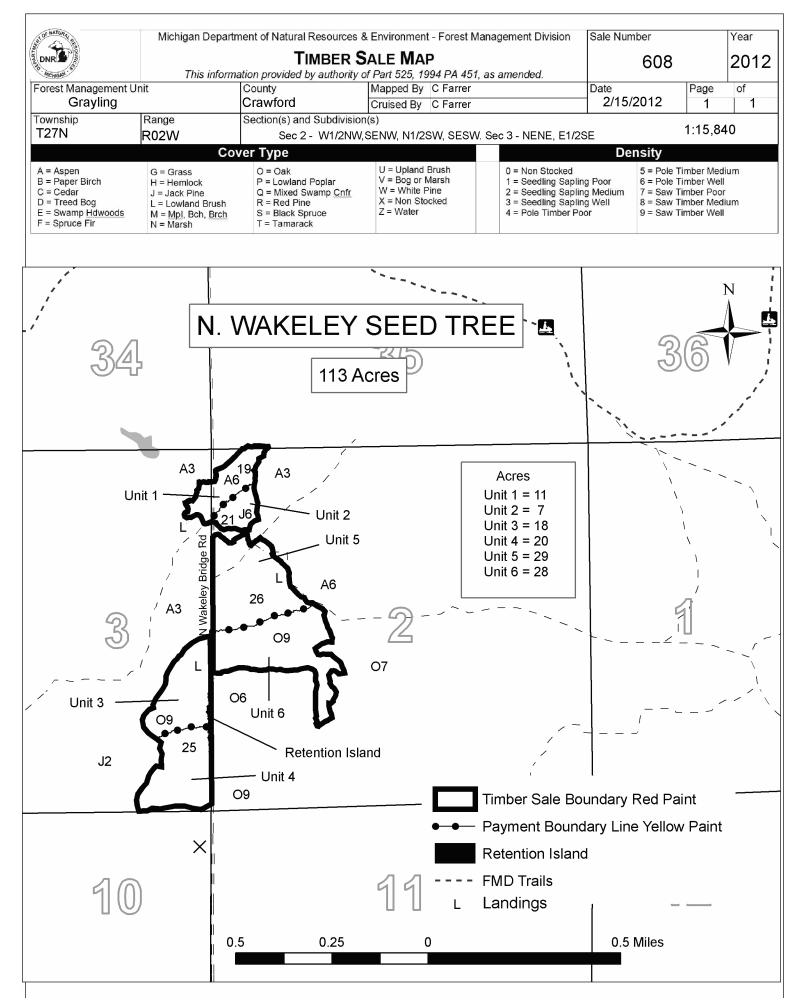
The purchaser is responsible for posting and maintaining caution signs on North Wakeley Bridge Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

#### 7 - Other Conditions

7.10 - Certified Timber

7.10.1 - Non-certified timber (12/05)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale are managed for military training.



#### INDIAN ROAD FUEL BREAK (72-009-13-01)

#### T24N, R08E, SEC. 09; T24N, R08E, SEC. 16; T24N, R08E, SEC. 17, losco County

In response to the notice of sale to be held 11:00 a.m. (local time) on December 19, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	<u>UNITS*</u>	ADVE	RTISED PRICE	BID PRICE	
Sawlogs Mixed Oak	148.30	MDE	¢	95.00 / MBF	¢	/ MBF
	140.30	IVIDE	Ф	95.00 / MDF	Φ	
Pulpwood Jack Pine	187.00	Cords	¢	21.20 / Cord	¢	/ Cord
Mixed Oak	626.00		φ e	12.50 / Cord	Ψ ¢	/ Cord
WINCU Oak	020.00	00103	φ	12.30 / 6010	Ψ	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,733.45 :

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	/ERTISED PRICE
Pulpwood			
Mixed Aspen	45.00 Cords	\$	15.25 / Cord
Red Pine	28.00 Cords	\$	37.40 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 10.65 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.

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

FEDERAL ID:	or SOCIAL SECU	IRITY 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.

Individual or company representative's signature:		Date:
Phone number :	Email (optional):	

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE

Page 41 of 52



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

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

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

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

Please Check Appropriate Categories:

- 1. My business is organized as (you **must** check <u>one</u> of the boxes below):
  - A. Sole Proprietorship (individual)
  - B. D Partnership
  - C. Corporation
- 2. You must check one of the boxes below:
  - A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
- 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-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.
Address		Telephone ( )
City	State	ZIP
I hereby certify that the above information is	s true and correct.	I agree to notify the Michigan DNRE of any changes that

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

Title

Date

### Sale Number (XX – XXX – XX – XX)

FOR DEPARTMENT USE ONLY

### COMP 227 RP THIN (72-004-12-01)

T25N, R03W, SEC. 21, Crawford County

In response to the notice of sale to be held 11:00 a.m. (local time) on December 19, 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	BID PRICE
Sawlogs Red Pine	176.20 MBF	\$ 145.00 / MBF	\$ / MBF
Pulpwood			
Red Pine	893.00 Cords	\$ 40.40 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,544.55 :

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRI	CE
Pulpwood			
Mixed Pine	126.00 Cords	\$ 10.05 / Cord	ł
Red Maple	21.00 Cords	\$ 13.25 / Cord	ł

\* The total volume is statistically estimated within plus (+) or minus (-) 12.15 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECU	RITY 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.

Individual or company representative's signature:		Date:
Phone number :	Email (optional):	



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

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

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

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

Please Check Appropriate Categories:

- 1. My business is organized as (you **must** check <u>one</u> of the boxes below):
  - A. Sole Proprietorship (individual)
  - B. D Partnership
  - C. Corporation
- 2. You must check one of the boxes below:
  - A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
- 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-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.
Address		Telephone ( )
City	State	ZIP
I hereby certify that the above information is	s true and correct.	I agree to notify the Michigan DNRE of any changes that

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

Title

Date

# FOR DEPARTMENT USE ONLY

Sale Number (XX – XXX – XX – XX)

#### DUMPY ASPEN (72-005-12-01)

#### T28N, R03W, SEC. 05; T29N, R03W, SEC. 32, Crawford County

In response to the notice of sale to be held 11:00 a.m. (local time) on December 19, 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	BID PRICE
Sawlogs			
Mixed Aspen	55.00 MBF	\$ 85.00 / MBF	\$ / MBF
Mixed Hardwood	55.00 MBF	\$ 72.00 / MBF	\$ / MBF
Red Oak	40.00 MBF	\$ 231.00 / MBF	\$ / MBF
Pulpwood			
Mixed Aspen	1,710.00 Cords	\$ 21.40 / Cord	\$ / Cord
Mixed Hardwood	1,029.00 Cords	\$ 15.40 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,346.20:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood			
Red Oak	106.00 Cords	\$	12.70 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 9.44 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECU	RITY 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.

Individual or company representative's signature:		Date:
Phone number :	Email (optional):	



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

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

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

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

Please Check Appropriate Categories:

- 1. My business is organized as (you **must** check <u>one</u> of the boxes below):
  - A. Sole Proprietorship (individual)
  - B. D Partnership
  - C. Corporation
- 2. You must check one of the boxes below:
  - A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
- 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-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.
Address		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

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

Title

Date

### Sale Number (XX – XXX – XX – XX)

FOR DEPARTMENT USE ONLY

In

#### **BID FORM**

#### WARBLER OAK (72-020-12-01)

#### T26N, R03W, SEC. 23, Crawford County

In response to the notice of sale to be held 11:00 a.m. (local time) on December 19, 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 Sawlogs	ESTIMATED UNITS*	ADVERTISED PRICE	BID PRICE
Mixed Oak	91.90 MBF	\$ 110.00 / MBF	\$ / MBF
Pulpwood Jack Pine Mixed Oak	214.00 Cords 316.00 Cords	\$ 18.75 / Cord \$ 16.50 / Cord	\$ / Cord \$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$926.85 :

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Sawlogs			
Jack Pine	24.20 MBF	\$	22.00 / MBF
Pulpwood			
Red Maple	49.00 Cords	\$	8.05 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 12.31 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECU	IRITY 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.

Individual or company representative's signature:	Date:	
Phone number :	Email (optional):	



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

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

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

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

Please Check Appropriate Categories:

- 1. My business is organized as (you **must** check <u>one</u> of the boxes below):
  - A. Sole Proprietorship (individual)
  - B. D Partnership
  - C. Corporation
- 2. You must check one of the boxes below:
  - A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
- 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-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.	
Address		Telephone ( )	
City	State	ZIP	
I hereby certify that the above information is	s true and correct	I agree to notify the Michigan DNRE of any changes that	

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

Title

Date

### Sale Number (XX – XXX – XX – XX)

FOR DEPARTMENT USE ONLY

#### HOWES LAKE PINE (72-023-12-01)

#### T27N, R04W, SEC. 21; T27N, R04W, SEC. 22, Crawford County

In response to the notice of sale to be held 11:00 a.m. (local time) on December 19, 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 Sawlogs	ESTIMATED UNITS*	ADVERTISED PRICE	BID PRICE
Red Pine	387.00 MBF	\$ 149.00 / MBF	\$ / MBF
Pulpwood Red Pine	942.00 Cords	\$ 39.20 / Cord	\$ / Cord

\* The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECURITY NUMBER:	··
Company or individual bidding:		
Company representative's name:		
Address:		
City:	State: Zip:	

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_\_ Date: \_\_\_\_\_

Phone number :\_\_\_\_\_

Email (optional):\_\_\_\_\_



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

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

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

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

Please Check Appropriate Categories:

- 1. My business is organized as (you **must** check <u>one</u> of the boxes below):
  - A. Sole Proprietorship (individual)
  - B. D Partnership
  - C. Corporation
- 2. You must check one of the boxes below:
  - A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
- 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-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.
Address		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

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

Title

Date

# FOR DEPARTMENT USE ONLY

Sale Number (XX – XXX – XX – XX)

#### N. WAKELEY SEED TREE (72-608-12-01)

#### T27N, R02W, SEC. 02; T27N, R02W, SEC. 03, Crawford County

In response to the notice of sale to be held 11:00 a.m. (local time) on December 19, 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 Sawlogs	ESTIMATED UNITS*	ADVERTISED PRICE	BID PRICE
Mixed Oak	107.00 MBF	\$ 140.00 / MBF	\$ / MBF
Pulpwood			
Jack Pine	208.00 Cords	\$ 19.95 / Cord	\$ / Cord
Mixed Aspen	227.00 Cords	\$ 16.55 / Cord	\$ / Cord
Mixed Oak	632.00 Cords	\$ 19.90 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,037.65 :

PRODUCTS & SPECIES	<u>ESTIMATE</u>	D UNITS*	ADVERTISED PRICE	
Sawlogs				
Jack Pine	14.00	MBF	\$	27.00 / MBF
Mixed Aspen	28.00	MBF	\$	51.00 / MBF
Pulpwood				
Red Maple	103.00	Cords	\$	8.55 / Cord
Red Pine	9.00	Cords	\$	39.00 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 11.59 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECU	JRITY 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.

Individual or company representative's signature:

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

Date:

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

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

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

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

Please Check Appropriate Categories:

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  - B. D Partnership
  - C. Corporation
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  - 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.		
Address		Telephone ( )		
City	State	ZIP		
I hereby certify that the above information is	s true and correct.	I agree to notify the Michigan DNRE of any changes that		

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

Title

Date

### Sale Number (XX – XXX – XX – XX)

FOR DEPARTMENT USE ONLY