

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #4904**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on May 7, 2013. LOCATION: INDIAN RIVER FIELD OFFICE, 6984 WILSON RD, INDIAN RIVER, MI 49749.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

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

EMMET SALVAGE #4 (52-104-13-01) / T37N, R06W, SEC. 19, SE1/4 AND THE SWNE.

T37N, R06W, SEC. 20, SWSW.

Emmet County, Advertised Price \$31,065.60, 87.0 Acres

SALE NOTE: ORV and Snowmobile trails run through timber sale area.

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

EMMET SALVAGE #2 (52-105-13-01) / T37N, R06W, SEC. 20, SW1/4, SWSE.

T37N, R06W, SEC. 29, N1/2N1/2.

Emmet County, Advertised Price \$74,487.60, 164.0 Acres

SALE NOTE: ORV and snowmobile trails run through timber sale area.

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

EMMET SALVAGE #1 (52-106-13-01) / T37N, R06W, SEC. 29, N1/2.

Emmet County, Advertised Price \$76,769.45, 177.0 Acres

SALE NOTE: ORV and snowmobile trails run through timber sale area.

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

EMMET SALVAGE #3 (52-107-13-01) / T37N, R06W, SEC. 21, W1/2 SW.

T37N, R06W, SEC. 28, N1/2 NW.

T37N, R06W, SEC. 29, NENE.

Emmet County, Advertised Price \$60,500.60, 141.0 Acres

SALE NOTE: ORV and snowmobile trails run through timber sale area.

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

# EMMET SALVAGE #5 (52-108-13-01) / T37N, R06W, SEC. 19, E1/2SE, SENE.

T37N, R06W, SEC. 20, W1/2SW.

Emmet County, Advertised Price \$16,694.45, 58.0 Acres

SALE NOTE: ORV and snowmobile trails run through timber sale area.

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

# BID INSTRUCTIONS (VER. 03/08/2013):

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

Bids must be received by the Unit Manager, INDIAN RIVER OFFICE, 6984 WILSON RD, INDIAN RIVER, MI 49749, no later than 3:00 p.m. (local time) on May 7, 2013. For further information concerning this sale, contact Shannon Harig at 231-238-9313 extension 4742.

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

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

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

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

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

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

# 5. Public Opening of Sealed Bids (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 (3/13)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

KEITH CREAGH
Director

# TIMBER SALE INFORMATION

#### EMMET SALVAGE #4 (52-104-13-01)

T37N, R06W, SEC. 19; T37N, R06W, SEC. 20. Emmet County (Advertised Price \$31,065.60)

SALE NOTE: ORV and Snowmobile trails run through timber sale area.

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

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>ADV</u> | ERTISED PRICE |
|--------------------|------------------|------------|---------------|
| Sawlogs            |                  |            |               |
| Beech              | 70.40 MBF        | \$         | 75.00 / MBF   |
| White Ash          | 220.20 MBF       | \$         | 88.00 / MBF   |
| Pulpwood           |                  |            |               |
| Beech              | 205.00 Cords     | \$         | 12.45 / Cord  |
| White Ash          | 291.00 MBF       | \$         | 13.25 / MBF   |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 22.89 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 remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2016.

# **Sale Specific Conditions & Requirements**

Sale Name: Emmet Salvage #4 Sale Number: 52-104-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (10/12)

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, all Beech and White Ash trees are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. EXCEPT: Do not cut green or blue painted trees.

#### 2.2 - Utilization

# 2.2.6 - Roundwood operation required (5/07)

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

# 3 - Payments

# 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

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

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/05)

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

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

#### 3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green and blue paint. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$50.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

# 4 - Transportation

#### 4.1 - Construction

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

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

# 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be

scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

# 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

# 5.2.2.1 - Den trees (2/04)

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

# 5.2.3 - Operating Restrictions

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

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

# 5.2.3.9 - Beech hauling restriction (3/11)

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

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

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

# 5.2.39 - ORV trail/route protection (12/12)

The ORV route 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.

# 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. 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.

#### 5.8 - Protection of Endangered Species

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

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

#### 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.3 - Recreational trail posting (2/10)

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

#### 7 - Other Conditions

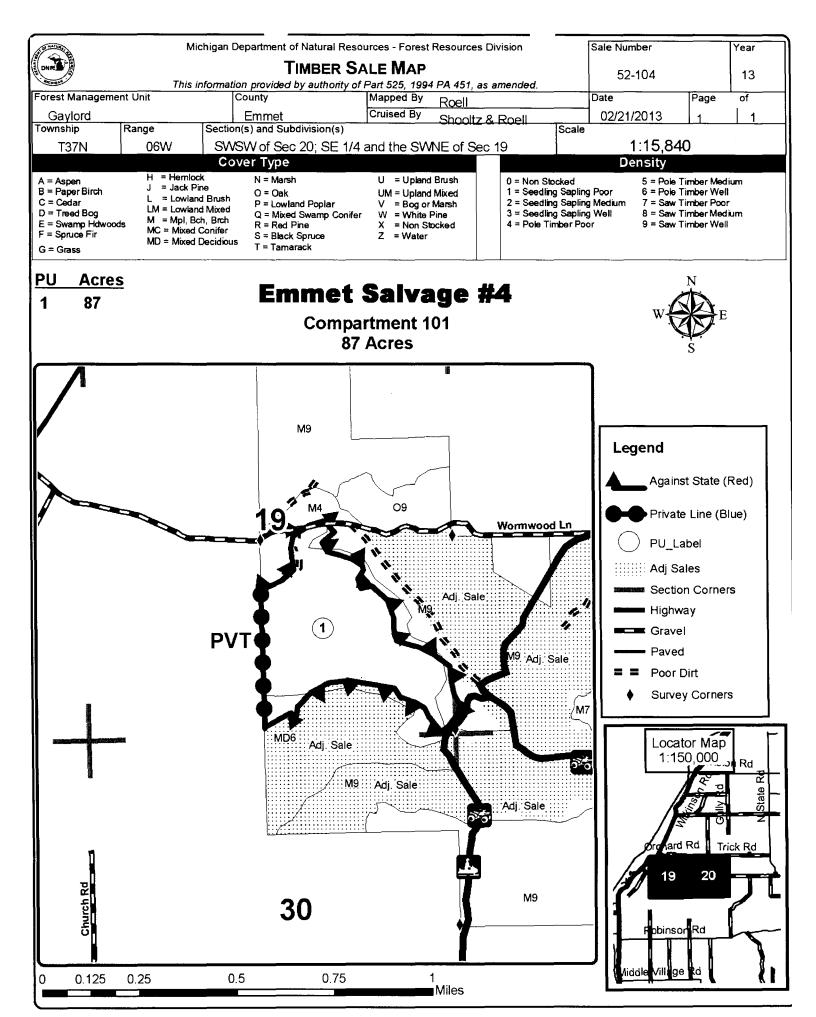
# 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

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

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# TIMBER SALE INFORMATION

# EMMET SALVAGE #2 (52-105-13-01)

T37N, R06W, SEC. 20; T37N, R06W, SEC. 29. Emmet County (Advertised Price \$74,487.60)

SALE NOTE: ORV and snowmobile trails run through timber sale area.

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

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

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> | <u>ADV</u> | ERTISED PRICE |
|--------------------|-------------------------|------------|---------------|
| Sawlogs            |                         |            |               |
| Beech              | 158.70 MBF              | \$         | 57.00 / MBF   |
| White Ash          | 545.10 MBF              | \$         | 87.00 / MBF   |
| Pulpwood           |                         |            |               |
| Beech              | 602.00 Cords            | \$         | 11.25 / Cord  |
| White Ash          | 918.00 Cords            | \$         | 12.25 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.38 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 \$3,800.00 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 remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2016.

# **Sale Specific Conditions & Requirements**

Sale Name: Emmet Salvage #2 Sale Number: 52-105-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (10/12)

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, all Beech and White Ash trees are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. EXCEPT: Do not cut green or blue painted trees.

# 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

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

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/05)

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

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

# 3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green and blue paint. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$50.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

# 4 - Transportation

# 4.1 - Construction

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

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

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

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

# 4.2 - Maintenance

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

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

#### 5 - Operations

# 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

# 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

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

# 5.2.3 - Operating Restrictions

# 5.2.3.3 - Bark slippage restriction (3/09)

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

# 5.2.3.9 - Beech hauling restriction (3/11)

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

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

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

# 5.2.39 - ORV trail/route protection (12/12)

The ORV route 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.

# 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. 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.

# 5.8 - Protection of Endangered Species

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

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

# 6 - Safety and Fire Prevention

# 6.2 - Signing

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

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

# 7 - Other Conditions

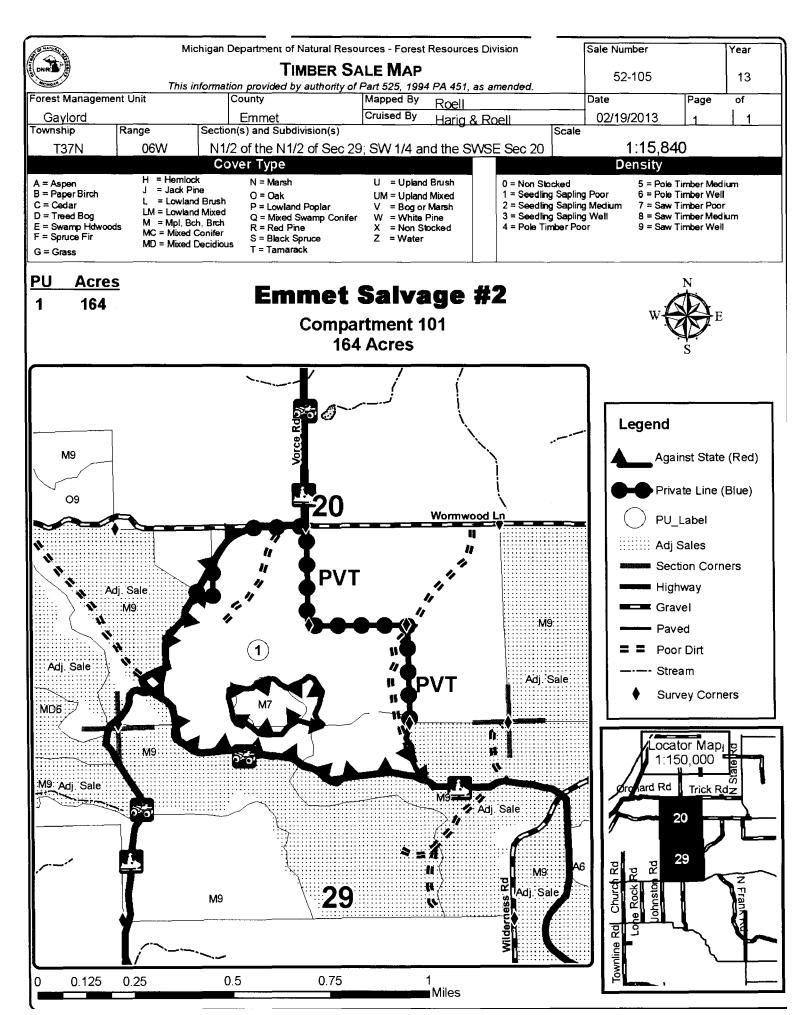
# 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 3/27/2013 2:06:59PM



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# TIMBER SALE INFORMATION

#### EMMET SALVAGE #1 (52-106-13-01)

T37N, R06W, SEC. 29.

Emmet County (Advertised Price \$76,769.45)

SALE NOTE: ORV and snowmobile trails run through timber sale area.

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

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

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> | ADV | ERTISED PRICE |
|--------------------|-------------------------|-----|---------------|
| Sawlogs            |                         |     |               |
| Beech              | 130.10 MBF              | \$  | 75.00 / MBF   |
| White Ash          | 553.10 MBF              | \$  | 92.00 / MBF   |
| Pulpwood           |                         |     |               |
| Beech              | 566.00 Cords            | \$  | 12.85 / Cord  |
| White Ash          | 689.00 Cords            | \$  | 12.85 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 18.76 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 **\$4,000.00** 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 remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2016.

# **Sale Specific Conditions & Requirements**

Sale Name: Emmet Salvage #1 Sale Number: 52-106-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (10/12)

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, all Beech and White Ash trees are designated for cuttingwhich meet minimum piece specifications in 2.2 - Utilization. EXCEPT: Do not cut green or blue painted trees.

# 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

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

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/05)

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

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

# 3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green and blue paint. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$50.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

# 4 - Transportation

# 4.1 - Construction

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

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

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

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

# 4.2 - Maintenance

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

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

# 5 - Operations

# 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

# 5.2 - Conduct of Operations

# 5.2.2 - Hazard Trees/Snags

# 5.2.2.1 - Den trees (2/04)

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

# 5.2.3 - Operating Restrictions

# 5.2.3.3 - Bark slippage restriction (3/09)

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

# 5.2.3.9 - Beech hauling restriction (3/11)

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

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

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

# 5.2.39 - ORV trail/route protection (12/12)

The ORV route 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.

# 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. 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.

# 5.8 - Protection of Endangered Species

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

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

# 6 - Safety and Fire Prevention

# 6.2 - Signing

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

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

# 7 - Other Conditions

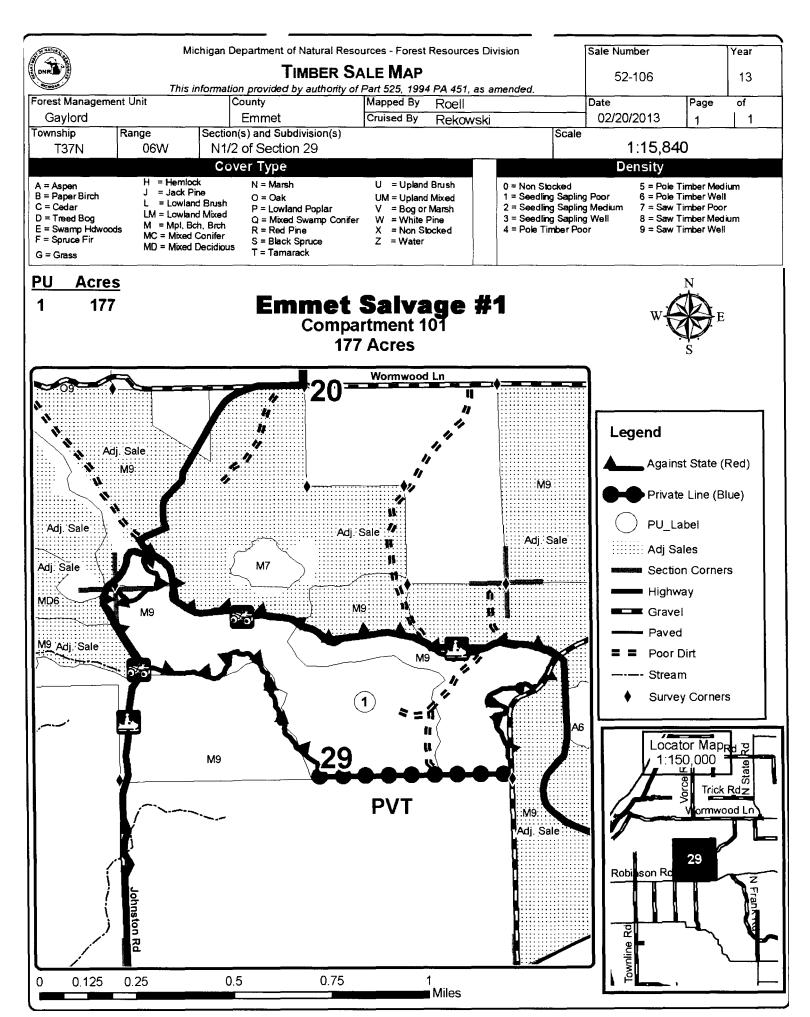
# 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 3/11/2013 1:24:02PM



# TIMBER SALE INFORMATION

#### EMMET SALVAGE #3 (52-107-13-01)

T37N, R06W, SEC. 21; T37N, R06W, SEC. 28; T37N, R06W, SEC. 29.

Emmet County (Advertised Price \$60,500.60)

SALE NOTE: ORV and snowmobile trails run through timber sale area.

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

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

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> | <u>ADV</u> | ERTISED PRICE |
|--------------------|-------------------------|------------|---------------|
| Sawlogs            |                         |            |               |
| Beech              | 202.50 MBF              | \$         | 72.00 / MBF   |
| White Ash          | 296.90 MBF              | \$         | 92.00 / MBF   |
| Pulpwood           |                         |            |               |
| Beech              | 769.00 Cords            | \$         | 14.10 / Cord  |
| White Ash          | 521.00 Cords            | \$         | 14.90 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.74 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 **\$4,000.00** 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 remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2016.

# **Sale Specific Conditions & Requirements**

Sale Name: Emmet Salvage #3 Sale Number: 52-107-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (10/12)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. The painted boundary line trees are not Included Timber and are to be protected. In addition, Wormwood Lane is on the timber sale map and it is the north boundary of the timber sale between state land to the south and private land to the north. Exterior sale boundary lines against private property are marked with blue paint as well as the center line of Wormwood Lane being a boundary against private property. Exterior sale boundary lines against state are marked with red paint.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, all Beech and White Ash trees are designated for cuttingwhich meet minimum piece specifications in 2.2 - Utilization. EXCEPT: Do not cut green or blue painted trees.

# 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

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

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/05)

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

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

#### 3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green and blue paint. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$50.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

# 4.1.7 - Road closure (10/11)

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

#### 4.2 - Maintenance

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

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

# 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

# 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

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

#### 5.2.3 - Operating Restrictions

# 5.2.3.3 - Bark slippage restriction (3/09)

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

# 5.2.3.9 - Beech hauling restriction (3/11)

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

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

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

#### 5.2.39 - ORV trail/route protection (12/12)

The ORV route 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.

# 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. 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.

# 5.8 - Protection of Endangered Species

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

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

# 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the ORV route prior to beginning operations. The

trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

# 7 - Other Conditions

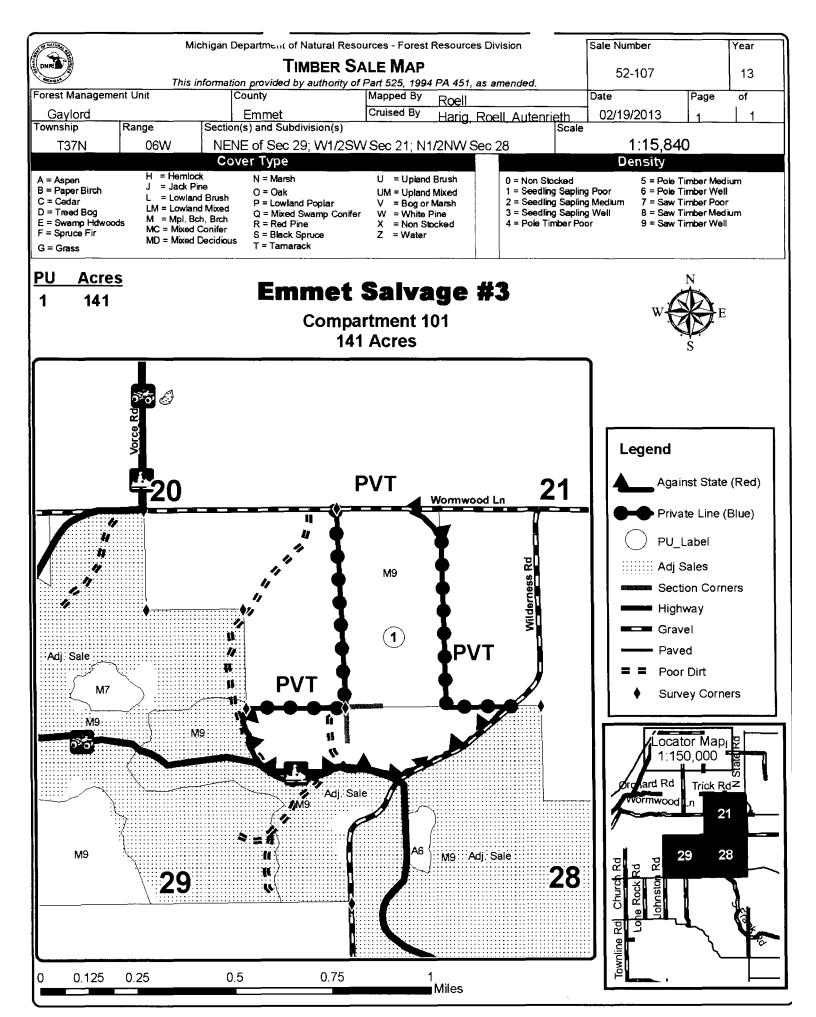
# 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 3/19/2013 10:19:11AM



# TIMBER SALE INFORMATION

# EMMET SALVAGE #5 (52-108-13-01)

T37N, R06W, SEC. 19; T37N, R06W, SEC. 20.

Emmet County (Advertised Price \$16,694.45)

SALE NOTE: ORV and snowmobile trails run through timber sale area.

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

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>ADV</u> | ERTISED PRICE |
|--------------------|------------------|------------|---------------|
| Sawlogs            |                  |            |               |
| Beech              | 89.50 MBF        | \$         | 57.00 / MBF   |
| White Ash          | 83.60 MBF        | \$         | 87.00 / MBF   |
| Pulpwood           |                  |            |               |
| Beech              | 274.00 Cords     | \$         | 11.25 / Cord  |
| White Ash          | 101.00 Cords     | \$         | 12.25 / Cord  |

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

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$900.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2016.

# **Sale Specific Conditions & Requirements**

Sale Name: Emmet Salvage #5 Sale Number: 52-108-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (10/12)

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

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, all Beech and White Ash trees are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. EXCEPT: Do not cut green or blue painted trees.

#### 2.2 - Utilization

# 2.2.6 - Roundwood operation required (5/07)

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

# 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

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

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/05)

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

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

### 3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green and blue paint. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$50.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

# 4 - Transportation

#### 4.1 - Construction

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

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

# 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be

scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

# 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

# 5.2.2.1 - Den trees (2/04)

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

# 5.2.3 - Operating Restrictions

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

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

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

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

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

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

# 5.2.39 - ORV trail/route protection (12/12)

The ORV route 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.

# 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. 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.

#### 5.8 - Protection of Endangered Species

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

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

#### 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.3 - Recreational trail posting (2/10)

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

#### 7 - Other Conditions

# 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 3/19/2013 10:31:06AM



#### Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE **M**AP

This information provided by authority of Part 525, 1994 PA 451, as amended.

Sale Number 52-108

13

Year

Date Mapped By Page οf Forest Management Unit County Roell Cruised By Shooltz **Emmet** 02/21/2013 Gaylord Range Township Section(s) and Subdivision(s)

V = Bog or Marsh

= Non Stocked

W = White Pine

Z = Water

E1/2 of the SE; SENE of Sec 19; W 1/2 of the SW Sec 20 06W

Scale

1:15,840

Density

**Cover Type** H = Hemlock A = Aspen

J = Jack Pine

= Lowland Brush

LM = Lowland Mixed M = Mpl, Bch, Brch MC = Mixed Conifer

MD = Mixed Decidious

O = Oak P = Lowland Poplar Q = Mixed Swamp Conifer

N = Marsh

R = Red Pine S = Black Spruce T = Tamarack

U = Upland Brush 0 = Non Stocked UM = Upland Mixed

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium

3 = Seedling Sapling Well 4 = Pole Timber Poor

5 = Pole Timber Medium 6 = Pole Timber Well

7 = Saw Timber Poor

8 = Saw Timber Medium

9 = Saw Timber Well

Acres

E = Swamp Hdwoods

1 58

T37N

B = Paper Birch

D = Treed Bog

F = Spruce Fir

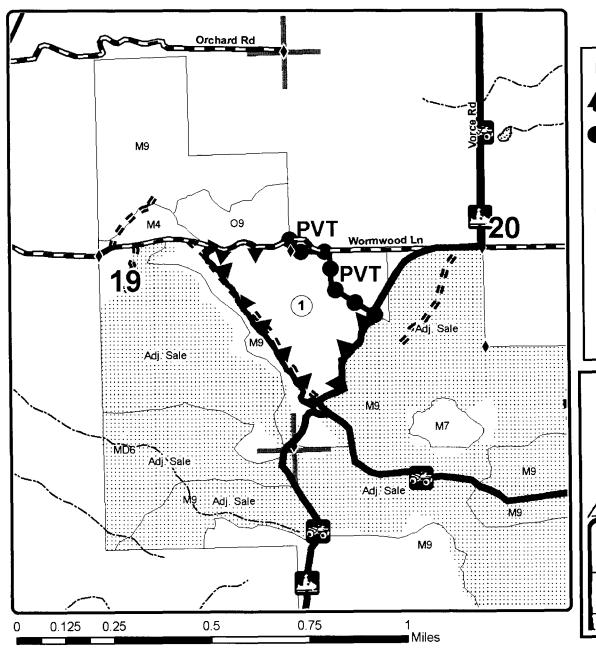
C = Cedar

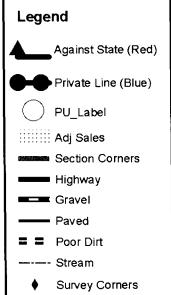
G = Grass

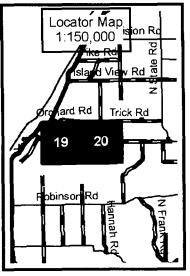
# **Emmet Salvage #5**

**Compartment 101** 58 Acres









TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

EEDEDAL ID.

# **BID FORM**

# EMMET SALVAGE #4 (52-104-13-01) T37N, R06W, SEC. 19; T37N, R06W, SEC. 20, Emmet County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 7, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| ESTIMATE | D UNITS*                  | ADV          | ERTISED PRICE                              | BID PF  | RICE   |
|----------|---------------------------|--------------|--|---|--|
|          |                           | <u></u>      |  |   |  |
| 70.40    | MBF                       | \$           | 75.00 / MBF                                | \$  | / MBF  |
| 220.20   | MBF                       | \$           | 88.00 / MBF                                | \$  | / MBF  |
|          |                           |              |  |   |  |
| 205.00   | Cords                     | \$           | 12.45 / Cord                               | \$  | / Cord   |
| 291.00   | MBF                       | \$           | 13.25 / MBF                                | \$  | / MBF  |
|          | 70.40<br>220.20<br>205.00 | 205.00 Cords | 70.40 MBF \$ 220.20 MBF \$ 205.00 Cords \$ | 70.40 MBF \$ 75.00 / MBF<br>220.20 MBF \$ 88.00 / MBF<br>205.00 Cords \$ 12.45 / Cord | 70.40 MBF \$ 75.00 / MBF \$ 220.20 MBF \$ 88.00 / MBF \$ 205.00 Cords \$ 12.45 / Cord \$ |

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

or COCIAL CECUDITY MUMDED.

|                                | FEDERAL ID  | 01 30CIAL 3EC | ORITT NUMBER |  |  |  |  |
|--------------------------------|---|---------------|--------------|--|--|--|--|
|                                | Company or individual bidding:  |               |              |  |  |  |  |
| Company representative's name: |   |               |              |  |  |  |  |
| Address:                       |   |               |              |  |  |  |  |
|                                | City:   | _ State:      | Zip:         |  |  |  |  |
| F AVAIL                        | F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |               |              |  |  |  |  |
| ndividual                      | dividual or company representative's signature: Date:                                   |               |              |  |  |  |  |
| Phone nu                       | hone number : Email (optional):   |               |              |  |  |  |  |
|                                |   |               |              |  |  |  |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 22.89 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.



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

|         | VERIFICATION OF WO  | RKER'S DISABIL | ITY COMPEN        | ISATION 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.   |                |                   |   |     |
| PΙε     | ease Check Appropriate Categories:  |                |                   |   |     |
| 1.      | My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation   |                |                   |   |     |
| 2.      | <ul> <li>A.          I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> </ul>  |                |                   |   |     |
|         | <ul> <li>B.   I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul> |                |                   |   |     |
| 3.      | If you have checked item 2(A) or 2(B), yethan yourself, including family members  |                |                   | f <b>both</b> full-time and part-time employees, oth<br>ou must enter "0"). | her |
|         | Full-time Er  | mployees       |                   | Part-time Employees   |     |
| Nam     | ne of Business  |                | Federal ID (or) S | Social Security No.   |     |
| Address |   |                | Telephone ( )     |   |     |
| City    |   | State          | ZIP               |   |     |
| occ     | ereby certify that the above information is<br>our in factors affecting my coverage during<br>Signature of Owner or Authorized Representative   |                |                   | otify the Michigan DNRE of any changes the operations.                      | at  |
|         |   |                |                   |   |     |

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

EEDEDAL ID.

# **BID FORM**

# EMMET SALVAGE #2 (52-105-13-01) T37N, R06W, SEC. 20; T37N, R06W, SEC. 29, Emmet County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 7, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | <u>ESTIMATE</u> I | D UNITS* | _AD\ | /ERTISED PRICE | BID F | RICE   |
|--------------------|-------------------|----------|------|----------------|-------|--------|
| Sawlogs            |                   |          |      |                |       |        |
| Beech              | 158.70            | MBF      | \$   | 57.00 / MBF    | \$    | / MBF  |
| White Ash          | 545.10            | MBF      | \$   | 87.00 / MBF    | \$    | / MBF  |
| Pulpwood           |                   |          |      |                |       |        |
| Beech              | 602.00            | Cords    | \$   | 11.25 / Cord   | \$    | / Cord |
| White Ash          | 918.00            | Cords    | \$   | 12.25 / Cord   | \$    | / Cord |
|                    |                   |          | т -  |                |       |        |

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.

or COCIAL CECUDITY MUMDED.

|   | FEDERAL ID  | OI SOCIAL SECT | JRITT NUMBER |  |  |  |  |
|---|---|----------------|--------------|--|--|--|--|
|   | Company or individual bidding:                        |                |              |  |  |  |  |
| Company representative's name:  |   |                |              |  |  |  |  |
| Address:  |   |                |              |  |  |  |  |
|   | City:   |                | Zip:         |  |  |  |  |
| F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |   |                |              |  |  |  |  |
| ndividual   | dividual or company representative's signature: Date: |                |              |  |  |  |  |
| Phone nu  | hone number : Email (optional):                       |                |              |  |  |  |  |
|   |   |                |              |  |  |  |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.38 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

# VERIFICATION OF WORKER'S DISABILITY 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.

|         | days of the contract award and prior to the issu   |                  |                                     |  |  |  |
|---------|--|------------------|-------------------------------------|--|--|--|
| •       | All Information must be typed or printed excep   | t for written si | ignatures.                          |  |  |  |
| Ple     | ease Check Appropriate Categories:   |                  |                                     |  |  |  |
| 1.      | My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation  |                  |                                     |  |  |  |
| 2.      | <ul> <li>You must check one of the boxes below:</li> <li>A.    I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.    I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.    I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul> |                  |                                     |  |  |  |
| 3.      | B. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time EmployeesPart-time Employees  |                  |                                     |  |  |  |
| Nam     | me of Business   |                  | Federal ID (or) Social Security No. |  |  |  |
| Address |  |                  | Telephone ( )                       |  |  |  |
| City    | State  | ξ                | ZIP                                 |  |  |  |
| 000     | hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that cour in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative  |                  |                                     |  |  |  |
| 7       | Title  |                  | Date                                |  |  |  |

EEDEDAL ID:

# **BID FORM**

EMMET SALVAGE #1 (52-106-13-01) T37N, R06W, SEC. 29, Emmet County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 7, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | <b>ESTIMATE</b> | D UNITS* | _AD\ | /ERTISED PRICE | BID P | RICE   |
|--------------------|-----------------|----------|------|----------------|-------|--------|
| Sawlogs            |                 |          |      |                |       |        |
| Beech              | 130.10          | MBF      | \$   | 75.00 / MBF    | \$    | / MBF  |
| White Ash          | 553.10          | MBF      | \$   | 92.00 / MBF    | \$    | / MBF  |
| Pulpwood           |                 |          |      |                |       |        |
| Beech              | 566.00          | Cords    | \$   | 12.85 / Cord   | \$    | / Cord |
| White Ash          | 689.00          | Cords    | \$   | 12.85 / Cord   | \$    | / Cord |
|                    |                 |          |      |                |       |        |

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

or SOCIAL SECUDITY NUMBED:

|   | FEDERAL ID  | 0 3001AL 3E0 | OKITI NOWBER |   |  |  |
|---|---|--------------|--------------|---|--|--|
|   | Company or individual bidding:                        |              |              |   |  |  |
|   | Company representative's name:_                       |              |              |   |  |  |
|   | Address:  |              |              | _ |  |  |
|   | City:   | _ State:     | Zip:         | _ |  |  |
| F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |   |              |              |   |  |  |
| Individual  | dividual or company representative's signature: Date: |              |              |   |  |  |
| Phone number : Email (optional):  |   |              |              |   |  |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 18.76 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.



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

|            | VERIFICATION OF WOR  | RKER'S DISABIL       | ITY 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 e   | xcept for written si | gnatures.  |  |  |
| Ple        | ease Check Appropriate Categories:   |                      |  |  |  |
| 1.         | <ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>                    |                      |  |  |  |
| 2.         | <ul> <li>A.</li></ul>  |                      |  |  |  |
|            | Full-time En   | nployees             | Part-time Employees  |  |  |
| Nam        | ne of Business   |                      | Federal ID (or) Social Security No.  |  |  |
| Address    |  |                      | Telephone ( )  |  |  |
| City State |  | State                | ZIP  |  |  |
|            | ereby certify that the above information is<br>our in factors affecting my coverage during   |                      | I agree to notify the Michigan DNRE of any changes that ent and future operations. |  |  |
| 5          | Signature of Owner or Authorized Representative  |                      |  |  |  |

Date

EEDEDAL ID.

# **BID FORM**

# EMMET SALVAGE #3 (52-107-13-01)

T37N, R06W, SEC. 21; T37N, R06W, SEC. 28; T37N, R06W, SEC. 29, Emmet County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 7, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| ESTIMATED UNITS* | ADVERTISED PRICE           | BID PRICE  |
|------------------|----------------------------|--|
|                  | ·                          |  |
| 202.50 MBF       | \$ 72.00 / MBF             | \$ / MBF   |
| 296.90 MBF       | \$ 92.00 / MBF             | \$ / MBF   |
|                  |                            |  |
| 769.00 Cords     | \$ 14.10 / Cord            | \$ / Cord  |
| 521.00 Cords     | \$ 14.90 / Cord            | \$ / Cord  |
|                  | 296.90 MBF<br>769.00 Cords | 202.50 MBF \$ 72.00 / MBF<br>296.90 MBF \$ 92.00 / MBF<br>769.00 Cords \$ 14.10 / Cord |

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

or COCIAL CECUDITY NUMBER

|                                  | FEDERAL ID   | 01 30CIAL SEC      | JURIT NUMBER         | <sup>-</sup>   |  |  |
|----------------------------------|--|--------------------|----------------------|----------------|--|--|
|                                  | Company or individual bidding:                       |                    |                      |                |  |  |
|                                  | Company representative's name:_                      |                    |                      |                |  |  |
|                                  | Address:   |                    |                      |                |  |  |
|                                  | City:  | _ State:           | Zip:                 |                |  |  |
| F AVAIL                          | ABLE, PLEASE PLACE THE PERSO                         | ONALIZED LABEL FRO | M YOUR PROSPECTUS IN | THE ABOVE BOX. |  |  |
| ndividual                        | ividual or company representative's signature: Date: |                    |                      |                |  |  |
| Phone number : Email (optional): |  |                    |                      |                |  |  |
|                                  |  |                    |                      |                |  |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.74 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

| •    | All Information must be typed or printed except for written s  | ignatures.                          |  |  |  |  |
|------|--|-------------------------------------|--|--|--|--|
| Ple  | ease Check Appropriate Categories:   |                                     |  |  |  |  |
| 1.   | My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation  |                                     |  |  |  |  |
| 2.   | <ul> <li>You must check one of the boxes below:</li> <li>A.    I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.    I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.    I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul> |                                     |  |  |  |  |
| 3.   | <ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").</li> <li> Full-time Employees</li> </ol> Part-time Employees  |                                     |  |  |  |  |
| Nam  | ne of Business   | Federal ID (or) Social Security No. |  |  |  |  |
| Addr | ress   | Telephone ( )                       |  |  |  |  |
| City | State  | ZIP                                 |  |  |  |  |
| 000  | 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   |                                     |  |  |  |  |
| T    | Title  | Date                                |  |  |  |  |

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

# **BID FORM**

# EMMET SALVAGE #5 (52-108-13-01) T37N, R06W, SEC. 19; T37N, R06W, SEC. 20, Emmet County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 7, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | <u>ESTIMATE</u> I | D UNITS* | _AD\ | /ERTISED PRICE | BID F                                 | RICE   |
|--------------------|-------------------|----------|------|----------------|---------------------------------------|--------|
| Sawlogs            |                   |          |      |                |                                       |        |
| Beech              | 89.50             | MBF      | \$   | 57.00 / MBF    | \$                                    | / MBF  |
| White Ash          | 83.60             | MBF      | \$   | 87.00 / MBF    | \$                                    | / MBF  |
| Pulpwood           |                   |          |      |                |                                       |        |
| Beech              | 274.00            | Cords    | \$   | 11.25 / Cord   | \$                                    | / Cord |
| White Ash          | 101.00            | Cords    | \$   | 12.25 / Cord   | \$                                    | / Cord |
|                    |                   | 00.00    | Ψ    |                | · · · · · · · · · · · · · · · · · · · |        |

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  | :R:                       | П |
|------------|-------------------------|--------------------------|------------------|---------------------------|---|
|            | Company or individual b | oidding:                 |                  |                           |   |
|            | Company representative  | e's name:                |                  |                           |   |
|            | Address:                |                          |                  |                           |   |
|            | City:                   | State:                   | Zip:             |                           |   |
| IF AVAIL   | ABLE, PLEASE PLACE 1    | THE PERSONALIZED LABEL F | ROM YOUR PROSI   | SPECTUS IN THE ABOVE BOX. | _ |
| Individual | or company representati | ve's signature:          |                  | Date:                     |   |
| Phone nu   | ımber :                 | E                        | mail (optional): |                           |   |

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



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

|      | VERIFICATION OF WORKER'S DISABILITY COMPENSATION   | ACT COMPLIANCE   |  |  |  |  |  |
|------|--|--|--|--|--|--|--|
| •    | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.  |  |  |  |  |  |  |
| •    | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.   |  |  |  |  |  |  |
| •    | All Information must be typed or printed except for written signatures.  |  |  |  |  |  |  |
| PI   | Please Check Appropriate Categories:   | Please Check Appropriate Categories:   |  |  |  |  |  |
| 1.   | <ul> <li>My business is organized as (you must check <u>one</u> of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>   |  |  |  |  |  |  |
| 2.   | <ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Policy. I will provide an days of the contract award.</li> </ul> | sation Act through the use of an approved of Exclusion within 21 days of the contract pensation Bureau at 517-322-1195). |  |  |  |  |  |
| 3.   | <ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other<br/>than yourself, including family members and active partners (if none, you must enter "0").</li> </ol>  |  |  |  |  |  |  |
|      | Full-time Employees  | Part-time Employees  |  |  |  |  |  |
| Nar  | Name of Business Federal ID (or) Social Secu   | rity No.   |  |  |  |  |  |
| Add  | Address Telephone ( )  |  |  |  |  |  |  |
| City | City State 7ID   |  |  |  |  |  |  |

PR 4031-5 (Rev. 08/23/2010)

Date

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