

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #5011**

SCHEDULED SALE DATE AND TIME: 11:00 a.m. (local time) on December 3, 2013. LOCATION: ROSCOMMON MGMT UNIT, PO BOX 218, ROSCOMMON, MI 48653.

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

BARNEY LAKE THINNING (71-016-13-01) / T22N, R04W, SEC. 30, W1/2NE.

Roscommon County, Advertised Price \$3,594.50, 23.0 Acres

SALE NOTE: Please be aware of Oak Wilt restrictions.

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.

PLOWLINE PINE (71-027-13-01) / T21N, R03W, SEC. 14, N/2NE.

Roscommon County, Advertised Price \$9,999.95, 22.0 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.

OUTHOUSE PINE (71-033-13-01) / T21N, R03W, SEC. 13, N1/2SE.

T21N, R03W, SEC. 14, W1/2NW.

Roscommon County, Advertised Price \$5,571.30, 24.0 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. 06/06/2013):

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

Bids must be received by the Unit Manager, ROSCOMMON OFFICE, PO BOX 218, ROSCOMMON, MI 48653, no later than 11:00 a.m. (local time) on December 3, 2013. For further information concerning this sale, contact Steve Anderson at 989-275-4622 extension 2740.

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

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

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

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

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

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

# 5. Public Opening of Sealed Bids (6/13)

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

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

# 6. Award of Contract (1/11)

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

# 7. Down Payment (1/11)

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

# 8. Performance Security (1/11)

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

# 9. Timber Sale Contract (10/12)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not

taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

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

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

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

# 11. Certification and Chain-of-Custody (3/13)

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

KEITH CREAGH
Director

# TIMBER SALE INFORMATION

### BARNEY LAKE THINNING (71-016-13-01)

T22N, R04W, SEC. 30.

Roscommon County (Advertised Price \$3,594.50)

SALE NOTE: Please be aware of Oak Wilt restrictions.

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	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Pulpwood			
B. T. Aspen	55.00 Cords	\$	31.30 / Cord
Mixed Oak	63.00 Cords	\$	12.00 / Cord
Red Pine	18.00 Cords	\$	52.00 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$181.00:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Pulpwood			
Red Maple	5.00 Cords	\$	10.20 / Cord
White Pine	5.00 Cords	\$	26.00 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 30.58 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 \$300.00 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 12/31/2015.

# **Sale Specific Conditions & Requirements**

Sale Name: Barney Lake Thinning Sale Number: 71-016-13-01

### 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. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Painted boundary line trees are only to be cut if they are marked with orange paint.

# 2 - Timber Specifications

### 2.1 - Included Timber

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

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

## 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 6 inches for trees smaller than 10 inches DBH.

# 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.

# 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1, tops may not be chipped.

# 3 - Payments

# 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

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

### 4 - Transportation

### 4.1 - Construction

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

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

# 4.1.6 - Road construction (1/09)

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. 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. 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.

# 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.

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

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

# 5.2 - Conduct of Operations

# 5.2.1 - Slash

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

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

### 5.2.1.8 - Slash height (12/08)

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

# 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 unless changed by written agreement, cutting, skidding, and 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.

### 5.2.4 - Dead and Down Creation

# 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

# 5.2.32 - Decking/landing restoration (9/13)

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

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

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

# 5.4 - Soil Protection

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

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

# 5.8 - Protection of Endangered Species

### 5.8.5 - Protection of raptor nests (3/13)

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

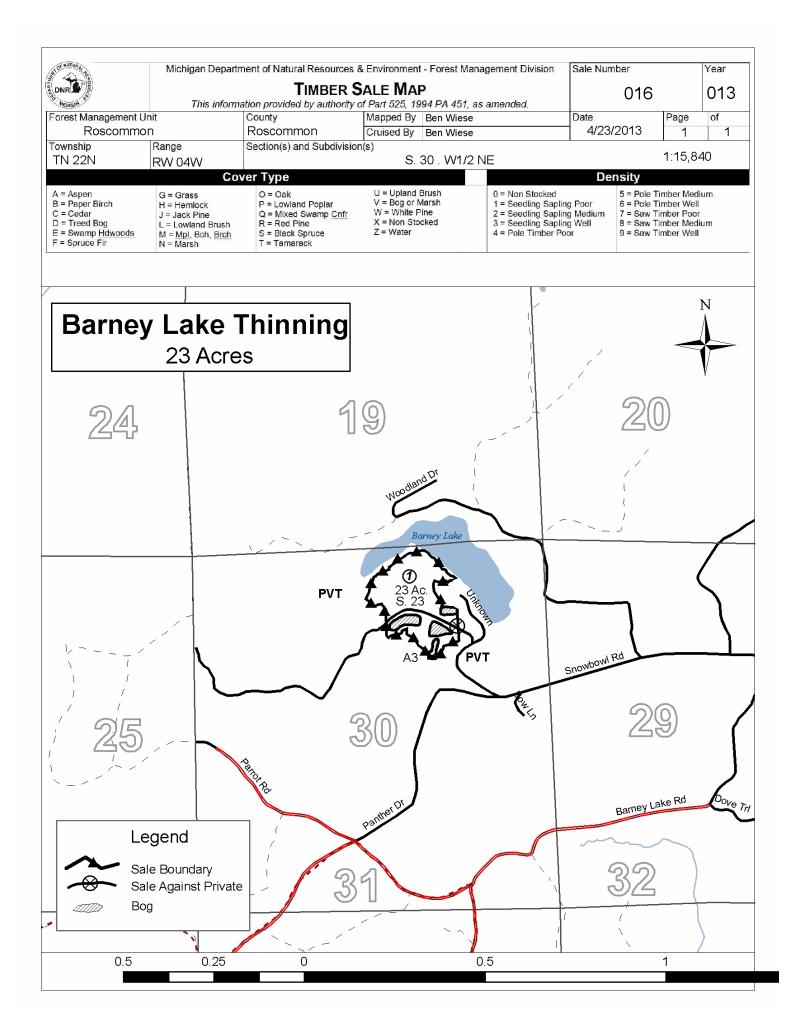
# 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Snowbowl Rd. 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.

Section Name: Sale Specific Current as of 11/12/2013 1:36:15PM



# TIMBER SALE INFORMATION

# PLOWLINE PINE (71-027-13-01)

T21N, R03W, SEC. 14.

Roscommon County (Advertised Price \$9,999.95)

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
Pulpwood			
Jack Pine	69.00 Cords	\$	20.70 / Cord
Red Pine	86.00 Cords	\$	50.65 / Cord
White Pine	153.00 Cords	\$	23.35 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$643.20:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Hardwood	64.00 Cords	\$	10.05 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 26.28 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 **\$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 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: Plowline Pine Sale Number: 71-027-13-01

### 1 - Sale Area

### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (10/12)

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

# 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are one (1) 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 green marked trees.

### 2.2 - Utilization

# 2.2.2 - Chipping required (1/11)

Payment Unit 1 must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

# 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 planting operations.

# 3 - Payments

### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

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

### 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 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 three times the stumapge value 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 chipped, utilized, dispersed or otherwise removed from 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. 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. 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.

# 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.

# 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

# 5.2.1.8 - Slash height (12/08)

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

# 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.

### 5.2.4 - Dead and Down Creation

# 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

# 5.4 - Soil Protection

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

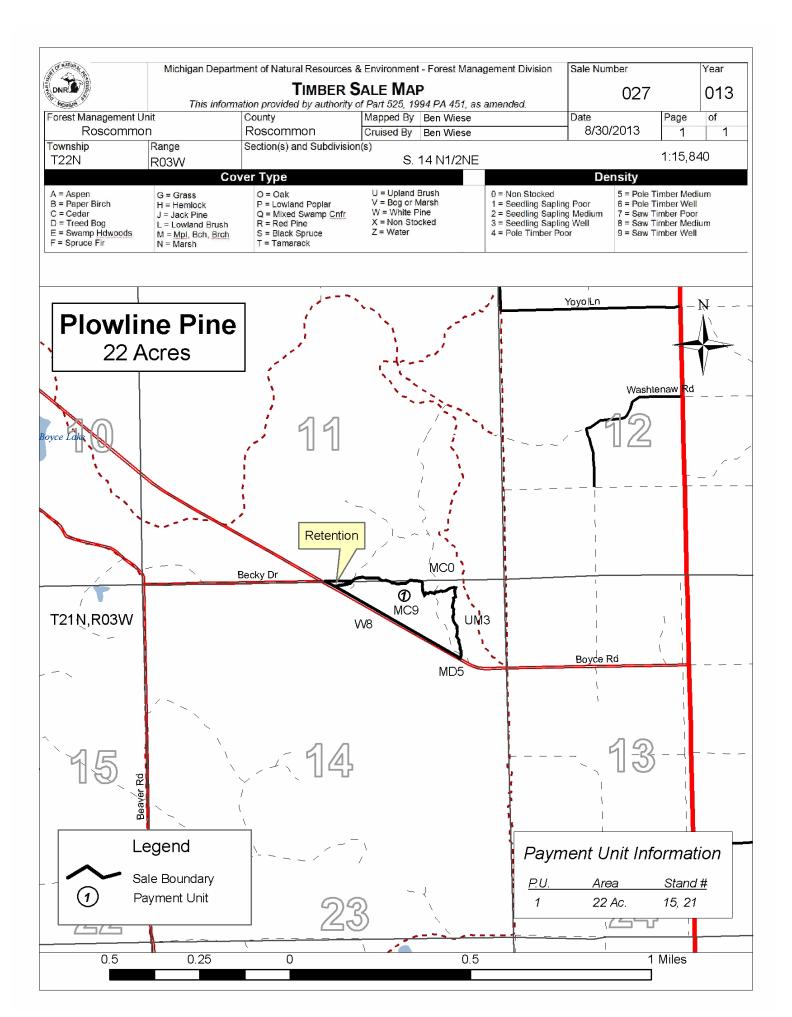
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the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

# 5.8 - Protection of Endangered Species

# 5.8.5 - Protection of raptor nests (3/13)

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

Section Name: Sale Specific Current as of 11/12/2013 1:40:46PM



# TIMBER SALE INFORMATION

### OUTHOUSE PINE (71-033-13-01)

T21N, R03W, SEC. 13; T21N, R03W, SEC. 14.

Roscommon County (Advertised Price \$5,571.30)

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Red Pine	3.10 MBF	\$	123.00 / MBF
White Pine	10.40 MBF	\$	62.00 / MBF
Pulpwood			
Q. Aspen	23.00 Cords	\$	27.00 / Cord
Red Pine	43.00 Cords	\$	43.95 / Cord
White Pine	66.00 Cords	\$	22.65 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$539.45:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE	
Pulpwood				
Jack Pine	11.00 Cords	\$	17.15 / Cord	
Mixed Oak	23.00 Cords	\$	8.85 / Cord	
Red Maple	19.00 Cords	\$	7.75 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 29.74 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 \$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	65%
00	0.50/

35%

- 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: Outhouse Pine Sale Number: 71-033-13-01

### 1 - Sale Area

### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (10/12)

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. Painted boundary line trees are only to be cut if they are marked with orange paint.

# 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

### 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 16 inches for trees greater than 10 inches DBH and 6 inches for trees smaller than 10 inches DBH.

# 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.

# 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1 and 2, all wood must be removed by roundwood. No chipping is permitted.

### 3 - Payments

### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

Payment Unit(s) 1 and 2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, 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.

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

# 4 - Transportation

### 4.1 - Construction

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

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

All skid trails built into the sale must be blocked to vehicle traffic upon completion of the sale. These skid trails must be rendered impassable to cars, trucks and ATVs. All stumps from road building and landing construction must be reserved to block skid trails upon completion of the sale. Contact the sale administrator for specific details of design and placement.

# 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

### 4.2.3 - Road maintenance (8/13)

The following road maintenance may be needed: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

# 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 between the Purchaser and sale administrator is required prior to beginning any operations

### 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

# 5.2.1.8 - Slash height (12/08)

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

# 5.2.3 - Operating Restrictions

# 5.2.3.3 - Bark slippage restriction (3/09)

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

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

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

# 5.4 - Soil Protection

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

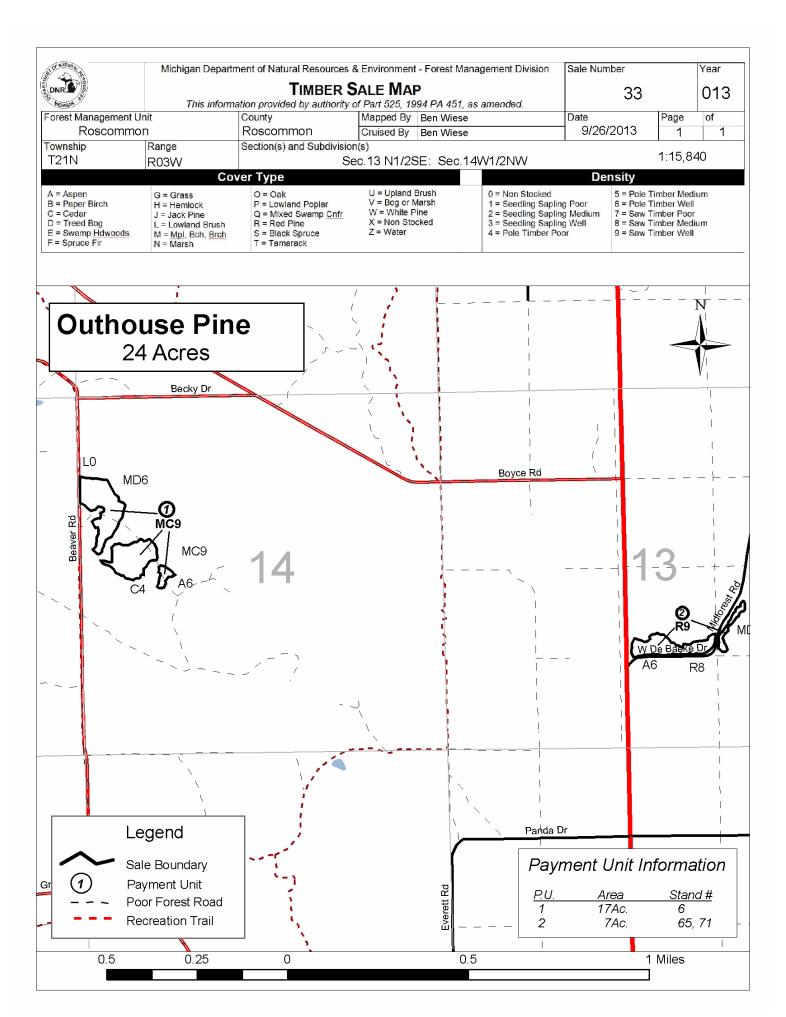
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the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

# 5.8 - Protection of Endangered Species

# 5.8.5 - Protection of raptor nests (3/13)

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

Section Name: Sale Specific Current as of 11/7/2013 2:17:04PM



White Pine

# ROSCOMMON MANAGEMENT UNIT **ROSCOMMON OFFICE**

# BARNEY LAKE THINNING (71-016-13-01) T22N, R04W, SEC. 30, Roscommon County

**BID FORM** 

26.00 / Cord

In response to the notice of sale to be held 11:00 a.m. (local time) on December 3, 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	ESTIMATED UNITS*	AD\	/ERTISED PRICE	BID P	RICE	
Pulpwood	·			·		
B. T. Aspen	55.00 Cords	\$	31.30 / Cord	\$	/ Cord	
Mixed Oak	63.00 Cords	\$	12.00 / Cord	\$	/ Cord	
Red Pine	18.00 Cords	\$	52.00 / Cord	\$	/ Cord	
n addition, the successful bidder a	grees to purchase the following spe	ecies at t	ne indicated advertised	d price for a t	otal value of \$181.00	<b>)</b> :
PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE			
Pulpwood	·					
Red Maple	5.00 Cords	\$	10.20 / Cord			

5.00 Cords

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:						
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.					
ndividual or company representative's signature: Date:									
Phone nu	none number : Email (optional):								

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 30.58 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 DISABILI	Y COMPENSATION A	CT 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.						
٠	All Information must be typed or printed e	xcept for written sig	natures.				
Ple	ease Check Appropriate Categories:						
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>						
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.    I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.    I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.    I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>						
3.	If you have checked item 2(A) or 2(B), ye than yourself, including family members						
	Full-time En	nployees	-	Part-time Employees			
Nam	ne of Business		Federal ID (or) Social Security	No.			
Addı	ress		Telephone				
City		State	ZIP				
000	ereby certify that the above information is our in factors affecting my coverage during						

Date

# **BID FORM**

**ROSCOMMON MANAGEMENT UNIT ROSCOMMON OFFICE** 

# PLOWLINE PINE (71-027-13-01) T21N, R03W, SEC. 14, Roscommon County

In response to the notice of sale to be held 11:00 a.m. (local time) on December 3, 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>ESTIMATEI</u>	<u>D UNITS*</u>	<u>ADVE</u>	RTISED PRICE	<u>BID PR</u>	ICE	
Pulpwood							
Jack Pine	69.00	Cords	\$	20.70 / Cord	\$	/ Cord	
Red Pine	86.00	Cords	\$	50.65 / Cord	\$	/ Cord	
White Pine	153.00	Cords	\$	23.35 / Cord	\$	/ Cord	
n addition, the successful bidder ag	rees to purchase	the following	species at the	indicated advertise	ed price for a to	al value of \$643.20	:
PRODUCTS & SPECIES	<b>ESTIMATE</b>	O UNITS*	ADVE	RTISED PRICE			
Pulpwood							
Mixed Hardwood	64.00	Cords	\$	10.05 / Cord			
* The total volume is statistically est Prospective bidders are urged to ex		` '	. ,			and not subject to a	ljustment.
understand that any or all bids may	•		J			, ,	

also upon equipment and staffing subject to my control.

	FEDERAL ID:						
	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 signatu	Date:					
Phone number : Email (optional):			(optional):				



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WORKER'S	DISABILI	TY COM	PENSATION	ON 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.							
Ple	ease Check Appropriate Categories:							
1.	My business is organized as (you <b>must</b> check on the control of t	ooxes bel	ow):					
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.    I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.    I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.    I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>							
3.	If you have checked item 2(A) or 2(B), you <b>mus</b> than yourself, including family members and act					s, other		
Full-time Employees				-	Part-time Employees	i		
Name of Business			Federal ID (or) Social Security No.					
Address		Telephone (	)					
City	State		ZIP					
000	ereby certify that the above information is true an ur in factors affecting my coverage during any of Signature of Owner or Authorized Representative					es that		
	THE STATE OF THE							

Date

# **BID FORM**

ROSCOMMON MANAGEMENT UNIT ROSCOMMON OFFICE

# OUTHOUSE PINE (71-033-13-01)

T21N, R03W, SEC. 13; T21N, R03W, SEC. 14, Roscommon County

In response to the notice of sale to be held 11:00 a.m. (local time) on December 3, 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\	VERTISED PRICE	BID P	RICE
Sawlogs						
Red Pine	3.10	MBF	\$	123.00 / MBF	\$	/ MBF
White Pine	10.40	MBF	\$	62.00 / MBF	\$	/ MBF
Pulpwood						
Q. Aspen	23.00	Cords	\$	27.00 / Cord	\$	/ Cord
Red Pine	43.00	Cords	\$	43.95 / Cord	\$	/ Cord
White Pine	66.00	Cords	\$	22.65 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$539.45:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADV	ADVERTISED PRICE		
Pulpwood					
Jack Pine	11.00 Cords	\$	17.15 / Cord		
Mixed Oak	23.00 Cords	\$	8.85 / Cord		
Red Maple	19.00 Cords	\$	7.75 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 29.74 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.

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



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WO	RKER'S DISABIL	ITY COM	IPENS	NSATION 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.						
Ple	ease Check Appropriate Categories:						
1.	<ol> <li>My business is organized as (you must check one of the base)</li> <li>Sole Proprietorship (individual)</li> <li>Partnership</li> <li>Corporation</li> </ol>			low):	:		
<ol> <li>You must check one of the boxes below:</li> <li>A.</li></ol>					Compensation Act through the use of an approved ne Notice of Exclusion within 21 days of the contract ker's Compensation Bureau at 517-322-1195).		
3.	<ul> <li>C.  Loertify 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> <li>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").</li> </ul>						
	Full-time Er	nployees			Part-time Employees		
Name of Business			Federal ID (or) Social Security No.				
Address		Telephone	<del>,</del> )				
City		State	ZIP				
000	ereby certify that the above information is our in factors affecting my coverage durin Signature of Owner or Authorized Representative				otify the Michigan DNRE of any changes that e operations.		

Date