



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #5030**

SCHEDULED SALE DATE AND TIME: 11:00 a.m. (local time) on March 4, 2014.

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:

SHOTGUN CORNERS (71-030-13-01) / T24N, R02E, SEC. 03, W1/2NE.

T24N, R02E, SEC. 04, N1/2NW.

T24N, R02E, SEC. 05, W1/2SW, NESW, W1/2SE.

Ogemaw County, Advertised Price \$28,835.50, 78.0 Acres

SALE NOTE: Please be aware of your cutting specs and restrictions. Thank you.

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.

LOCKED DOOR ASPEN (71-031-13-01) / T24N, R01E, SEC. 12, NE, N1/2SE, NESW, SENW.

T24N, R02E, SEC. 07, N1/2NE.

Ogemaw County, Advertised Price \$60,403.30, 105.0 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.

WANGLER RED PINE (71-036-13-01) / T24N, R02E, SEC. 27, SENE.

Ogemaw County, Advertised Price \$33,049.60, 35.0 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 March 4, 2014. 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](http://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

## SHOTGUN CORNERS (71-030-13-01)

T24N, R02E, SEC. 03; T24N, R02E, SEC. 04; T24N, R02E, SEC. 05.

Ogemaw County (Advertised Price \$28,835.50)

SALE NOTE: Please be aware of your cutting specs and restrictions. Thank you.

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:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Pulpwood                      |                         |                         |
| Jack Pine                     | 288.00 Cords            | \$ 19.70 / Cord         |
| Q. Aspen                      | 603.00 Cords            | \$ 30.90 / Cord         |
| Red Pine                      | 30.00 Cords             | \$ 51.80 / Cord         |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,975.20:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| Jack Pine                     | 17.60 MBF               | \$ 25.00 / MBF          |
| Mixed Oak                     | 7.10 MBF                | \$ 94.00 / MBF          |
| Red Pine                      | 8.60 MBF                | \$ 129.00 / MBF         |
| Pulpwood                      |                         |                         |
| Mixed Oak                     | 51.00 Cords             | \$ 9.40 / Cord          |
| Red Maple                     | 31.00 Cords             | \$ 9.00 / Cord          |

\* The total volume is statistically estimated within plus (+) or minus (-) 16.94 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of **\$1,500.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 01                         | 31%                                |
| 02                         | 14%                                |
| 03                         | 16%                                |
| 04                         | 39%                                |

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: Shotgun Corners Sale Number: 71-030-13-01

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (1/14)

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

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 3, and 4, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability.

EXCEPTION: Within Payment Unit 1 do not cut any red pine, white pine, and birch. Do not cut any oak marked with green paint.

EXCEPTION: Within Payment Unit 3 do not cut red pine. Trees marked with green paint are not to be cut also.

EXCEPTION: Within Payment Unit 4 do not cut any red pine, white pine, oak, and sugar maple trees.

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

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

IN ADDITION: All jack pine and oak, not marked with green paint, are to be cut to a two inch d.b.h. Green painted trees are to be left.

#### 2.2 - Utilization

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

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

##### 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit 3. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

##### 2.2.10 - No chipping tops and limbs (4/12)

Within Payment Unit(s) 3, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. This applies only to jack pine. Limbs and the remaining top must be left on site and scattered.

### 3 - Payments

#### 3.4 - Damaged Timber

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

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

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

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

## 4 - Transportation

### 4.1 - Construction

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

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

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

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

#### 4.1.7 - 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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

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

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

The following road maintenance is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be brought back to the condition it was prior to the sale. This may require 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 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.

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

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

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

##### 5.2.1.2 - Slash Removal

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

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

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

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

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

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

## 5.2.2 - Hazard Trees/Snags

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

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

## 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 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.

### 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

## 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. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge. Wood chips shall not be over 6 inches in depth.

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

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

### 5.2.41 - 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, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail.

## 5.4 - Soil Protection

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

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

## 5.8 - Protection of Endangered Species

### 5.8.1 - Kirtland's warbler (1) (10/12)

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from May 1st to August 15th for Payment Unit 3 only.

## 6 - Safety and Fire Prevention

### 6.2 - Signing

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



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

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

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



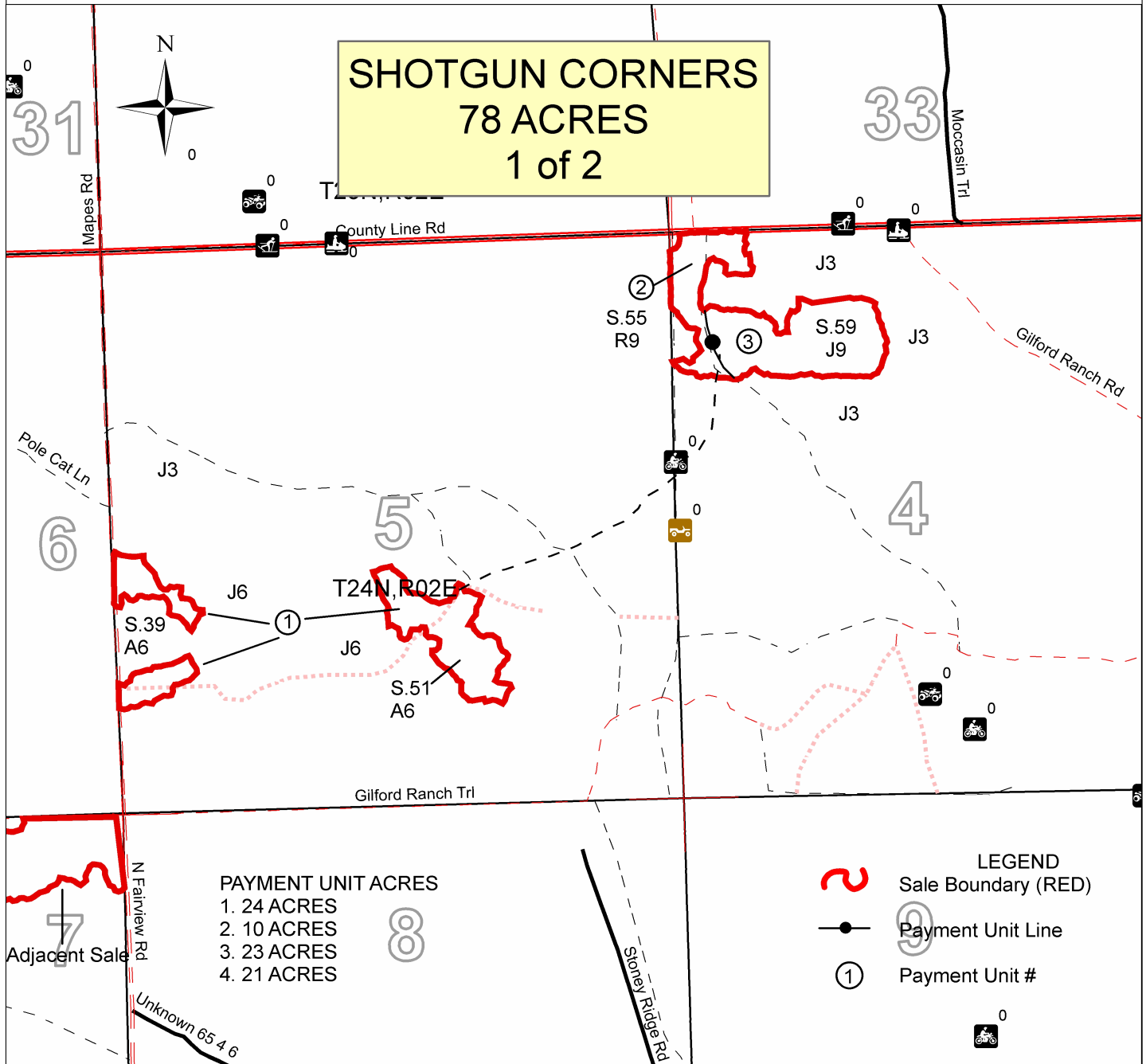
Michigan Department of Natural Resources – Forest, Mineral & Fire Management  
**TIMBER SALE MAP**

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

|                           |                       |
|---------------------------|-----------------------|
| SALE NUMBER<br><b>030</b> | YEAR<br><b>13</b>     |
| DATE<br><b>9/31/13</b>    | PAGE OF<br><b>1 2</b> |

|   |                         |                                     |
|---|-------------------------|-------------------------------------|
| FOREST MANAGEMENT UNIT<br><b>Roscommon</b>                                    | COUNTY<br><b>Ogemaw</b> | MAPPED BY<br><b>Lewicki</b>         |
| TOWNSHIP<br><b>24N</b>  | RANGE<br><b>02E</b>     | CRUISED BY<br><b>Lewicki, Bates</b> |
| SECTION(S) AND SUBDIVISION(S)<br><b>S.4. N1/2NW; S.5 W1/2SW; NESW; W1/2SE</b> |                         |                                     |

| Cover Type        |                    |                      |                  | Density                     |                        |  |  |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|--|--|
| A = Aspen         | H = Hemlock        | P = Lowland Poplar   | V = Bog or Marsh | 0 = Non Stocked             | 5 = Pole Timber Medium |  |  |
| B = Paper Birch   | J = Jack Pine      | Q = Mixed Swamp Cnfr | W = White Pine   | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |  |  |
| C = Cedar         | L = Lowland Brush  | R = Red Pine         | X = Non Stocked  | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |  |  |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | S = Black Spruce     | Z = Water        | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |  |  |
| F = Spruce Fir    | N = Marsh          | T = Tamarack         |                  | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |  |  |
| G = Grass         | O = Oak            | U = Upland Brush     |                  |                             |                        |  |  |





Michigan Department of Natural Resources – Forest, Mineral & Fire Management  
**TIMBER SALE MAP**

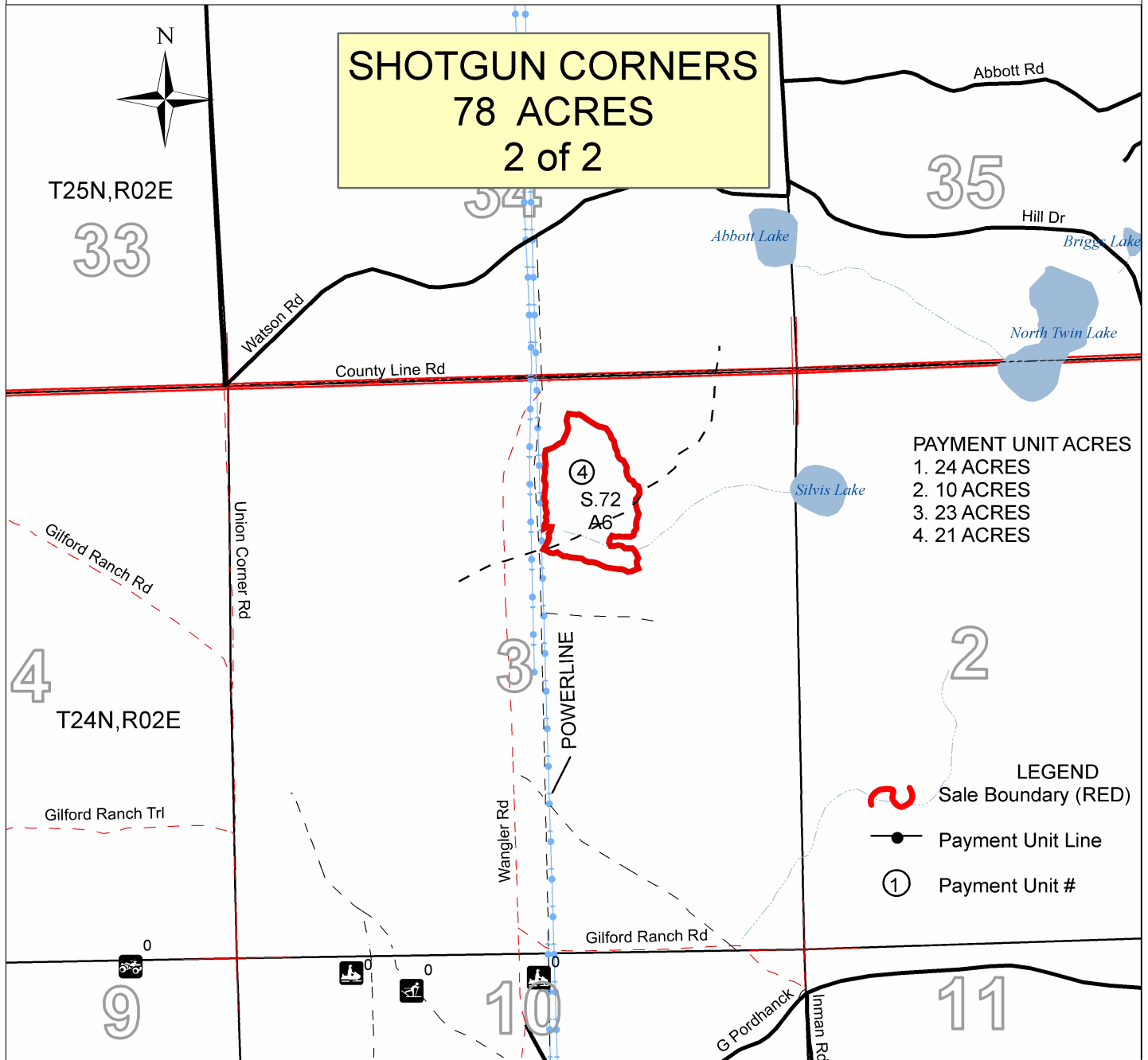
This information is provided by authority of Part 525 of Act 451, PA 1994, as amended.

|                           |                       |
|---------------------------|-----------------------|
| SALE NUMBER<br><b>030</b> | YEAR<br><b>13</b>     |
| DATE<br><b>9/31/13</b>    | PAGE OF<br><b>2 2</b> |

|  |                         |                                     |
|--|-------------------------|-------------------------------------|
| FOREST MANAGEMENT UNIT<br><b>Roscommon</b> | COUNTY<br><b>Ogemaw</b> | MAPPED BY<br><b>Lewicki</b>         |
| TOWNSHIP<br><b>24N</b>                     | RANGE<br><b>02E</b>     | CRUISED BY<br><b>Lewicki, Bates</b> |

|  |  |  |
|--|--|--|
| SECTION(S) AND SUBDIVISION(S)<br><b>S.3 W1/2NE</b> |  |  |
|--|--|--|

| Cover Type        |                    |                      |                  | Density                     |                        |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| A = Aspen         | H = Hemlock        | P = Lowland Poplar   | V = Bog or Marsh | 0 = Non Stocked             | 5 = Pole Timber Medium |
| B = Paper Birch   | J = Jack Pine      | Q = Mixed Swamp Cnfr | W = White Pine   | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| C = Cedar         | L = Lowland Brush  | R = Red Pine         | X = Non Stocked  | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | S = Black Spruce     | Z = Water        | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| F = Spruce Fir    | N = Marsh          | T = Tamarack         |                  | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |
| G = Grass         | O = Oak            | U = Upland Brush     |                  |                             |                        |





## TIMBER SALE INFORMATION

LOCKED DOOR ASPEN (71-031-13-01)  
 T24N, R01E, SEC. 12; T24N, R02E, SEC. 07.  
 Ogemaw County (Advertised Price \$60,403.30)

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:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| B. T. Aspen                   | 64.80 MBF               | \$ 50.00 / MBF          |
| Mixed Oak                     | 48.10 MBF               | \$ 87.00 / MBF          |
| Red Pine                      | 32.60 MBF               | \$ 122.00 / MBF         |
| Pulpwood                      |                         |                         |
| B. T. Aspen                   | 796.00 Cords            | \$ 32.60 / Cord         |
| Jack Pine                     | 155.00 Cords            | \$ 18.00 / Cord         |
| Mixed Oak                     | 304.00 Cords            | \$ 9.90 / Cord          |
| Q. Aspen                      | 368.00 Cords            | \$ 34.50 / Cord         |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,556.20:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| Q. Aspen                      | 9.00 MBF                | \$ 53.00 / MBF          |
| Red Maple                     | 11.00 MBF               | \$ 57.00 / MBF          |
| Pulpwood                      |                         |                         |
| Red Maple                     | 215.00 Cords            | \$ 8.80 / Cord          |
| Red Pine                      | 29.00 Cords             | \$ 53.80 / Cord         |

\* The total volume is statistically estimated within plus (+) or minus (-) 10.83 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of **\$3,100.00** 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:
 

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 01                         | 5%                                 |
| 02                         | 25%                                |
| 03                         | 27%                                |
| 04                         | 23%                                |
| 05                         | 4%                                 |
| 06                         | 16%                                |
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 09/30/2016.

## Sale Specific Conditions & Requirements

Sale Name: Locked Door Aspen Sale Number: 71-031-13-01

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

IN ADDITION: Within Payment Unit 1, cut all aspen trees to a two inch d.b.h.

IN ADDITION: Within Payment Unit 6, cut all aspen, oak, jack pine, and red maple trees to a two inch d.b.h.

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

Within Payment Unit(s) 2-5, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except for red pine, white pine, and trees marked with green paint above and below stump height. These are not to be cut.

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

Note that mixed oak is black/northern pin oak and white oak.

#### 2.2 - Utilization

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

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

##### 2.2.5 - Limbed tree skidding (1/09)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit 1 unless approved by the Unit Manager or his/her representative.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 3 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.

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a

specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### **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 used for road closures.

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

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

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

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

###### 4.1.8 - Road work (1) (8/07)

The following road work is required: Access for Payment Unit(s) 1-5 will need to be done using the buried petroleum pipeline R.O.W. south of Gilford Ranch Trail. A new road, approximately 3/10 of a mile, will need to be put in paralleling immediately to the east side of the current two-track that runs along the east side of the buried pipeline. This is to keep heavy equipment a minimum of 15 feet from the line. A crossing of mats will need to be placed to access Unit 1 west of the line. The timber sale administrator will need to be on site prior to construction to identify locations and specifications for the new road and crossing.

##### 4.2 - Maintenance

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

The following road maintenance is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be in the condition it was prior to being used for hauling. This may include cleaning of drainage areas, grading, crowning, and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

#### **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 to determine landing locations, the location for the pipeline crossing, and the new road along the pipeline.

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

The Purchaser is responsible for contacting the petroleum pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

Jim Kridler - Crossing Coordinator

Enbridge Energy

(989) 289-0150

###### 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.

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 and 6, 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.

##### 5.2.3.4 - 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.

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

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

##### 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.17 - Crane Mats/Timber Mats (9/11)

4 Crane Mats/Timber Mats or something similar must be used on the skid trail crossing the buried pipeline dividing Payment Unit 1 as indicated by the timber sale administrator in the Pre-sale onsite meeting. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette OSC and the Grayling Field Office. Contact the sale administrator for specific details. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$350.00 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

#### 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. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge. Wood chip debris shall not be more than 6 inches in depth upon sale completion.

#### 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.

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



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

#### 5.8 - Protection of Endangered Species

##### 5.8.1 - Kirtland's warbler (1) (10/12)

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from May 1st to August 15th.

### 7 - Other Conditions

#### 7.3 - Contract Modifications

##### 7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.



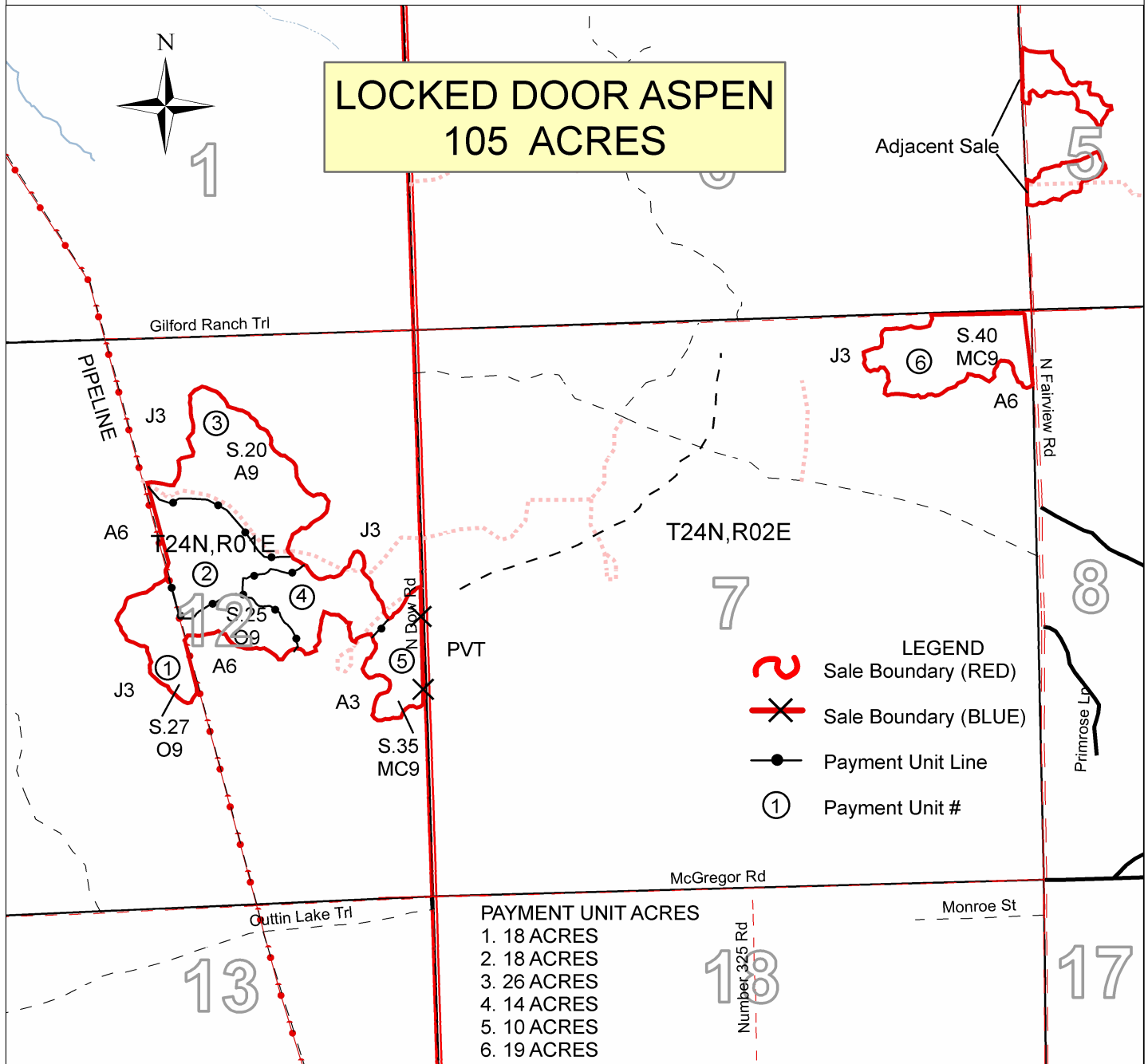
Michigan Department of Natural Resources – Forest, Mineral & Fire Management  
**TIMBER SALE MAP**

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

|                           |                       |
|---------------------------|-----------------------|
| SALE NUMBER<br><b>031</b> | YEAR<br><b>13</b>     |
| DATE<br><b>9/31/13</b>    | PAGE OF<br><b>1 1</b> |

|  |                          |                                     |
|--|--------------------------|-------------------------------------|
| FOREST MANAGEMENT UNIT<br><b>Roscommon</b>   | COUNTY<br><b>Ogemaw</b>  | MAPPED BY<br><b>Lewicki</b>         |
| TOWNSHIP<br><b>24N</b>   | RANGE<br><b>01E, 02E</b> | CRUISED BY<br><b>Lewicki, Bates</b> |
| SECTION(S) AND SUBDIVISION(S)<br><b>R01E S.12-NE;N1/2SE;NESW;SENW. R02E S7.-N1/2NE</b> |                          |                                     |

| Cover Type        |                    |                      |                  | Density                     |                        |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| A = Aspen         | H = Hemlock        | P = Lowland Poplar   | V = Bog or Marsh | 0 = Non Stocked             | 5 = Pole Timber Medium |
| B = Paper Birch   | J = Jack Pine      | Q = Mixed Swamp Cnfr | W = White Pine   | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| C = Cedar         | L = Lowland Brush  | R = Red Pine         | X = Non Stocked  | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | S = Black Spruce     | Z = Water        | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| F = Spruce Fir    | N = Marsh          | T = Tamarack         |                  | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |
| G = Grass         | O = Oak            | U = Upland Brush     |                  |                             |                        |



## TIMBER SALE INFORMATION

### WANGLER RED PINE (71-036-13-01)

T24N, R02E, SEC. 27.

Ogemaw County (Advertised Price \$33,049.60)

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:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| Red Pine                      | 146.50 MBF              | \$ 145.00 / MBF         |
| Pulpwood                      |                         |                         |
| Red Pine                      | 216.00 Cords            | \$ 53.10 / Cord         |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$337.50:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Pulpwood                      |                         |                         |
| Mixed Oak                     | 10.00 Cords             | \$ 6.30 / Cord          |
| Q. Aspen                      | 15.00 Cords             | \$ 18.30 / Cord         |

\* The total volume is statistically estimated within plus (+) or minus (-) 18.25 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of **\$1,650.00** 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:
 

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 01                         | 40%                                |
| 02                         | 60%                                |
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 09/30/2016.

## Sale Specific Conditions & Requirements

Sale Name: Wangler Red Pine Sale Number: 71-036-13-01

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and/or yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint (Inman Road). The painted boundary line trees are not Included Timber and are to be protected unless 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 & 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

IN ADDITION: Remove all aspen trees to a 2 inch d.b.h.

#### 2.2 - Utilization

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

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

##### 2.2.4 - Skidding length (9/13)

Skidding of unlimbed tops is not permissible unless approved by the Unit Manager or his/her representative.

##### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$5.00 per tree will be assessed for every marked tree not cut.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

#### 3.4 - Damaged Timber

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

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

Within the sale area, if more than 35% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

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

### 4 - Transportation

#### 4.1 - Construction

##### 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 is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the forest roads must be returned to the condition they were in prior to being used for the timber sale. This may include 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 on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing location(s). The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

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

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

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

##### 5.2.1.2 - Slash Removal

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

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

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

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

##### 5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees.

#### 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 and 2, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

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

##### 5.2.32 - 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. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge. Debris accumulation shall not exceed 6 inches at these sites upon sale completion.

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

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

#### 5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

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

#### 6.2 - Signing

6.2.1 - Road posting (9/09)

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



# TIMBER SALE MAP

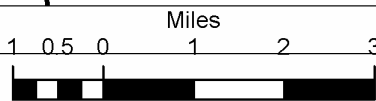
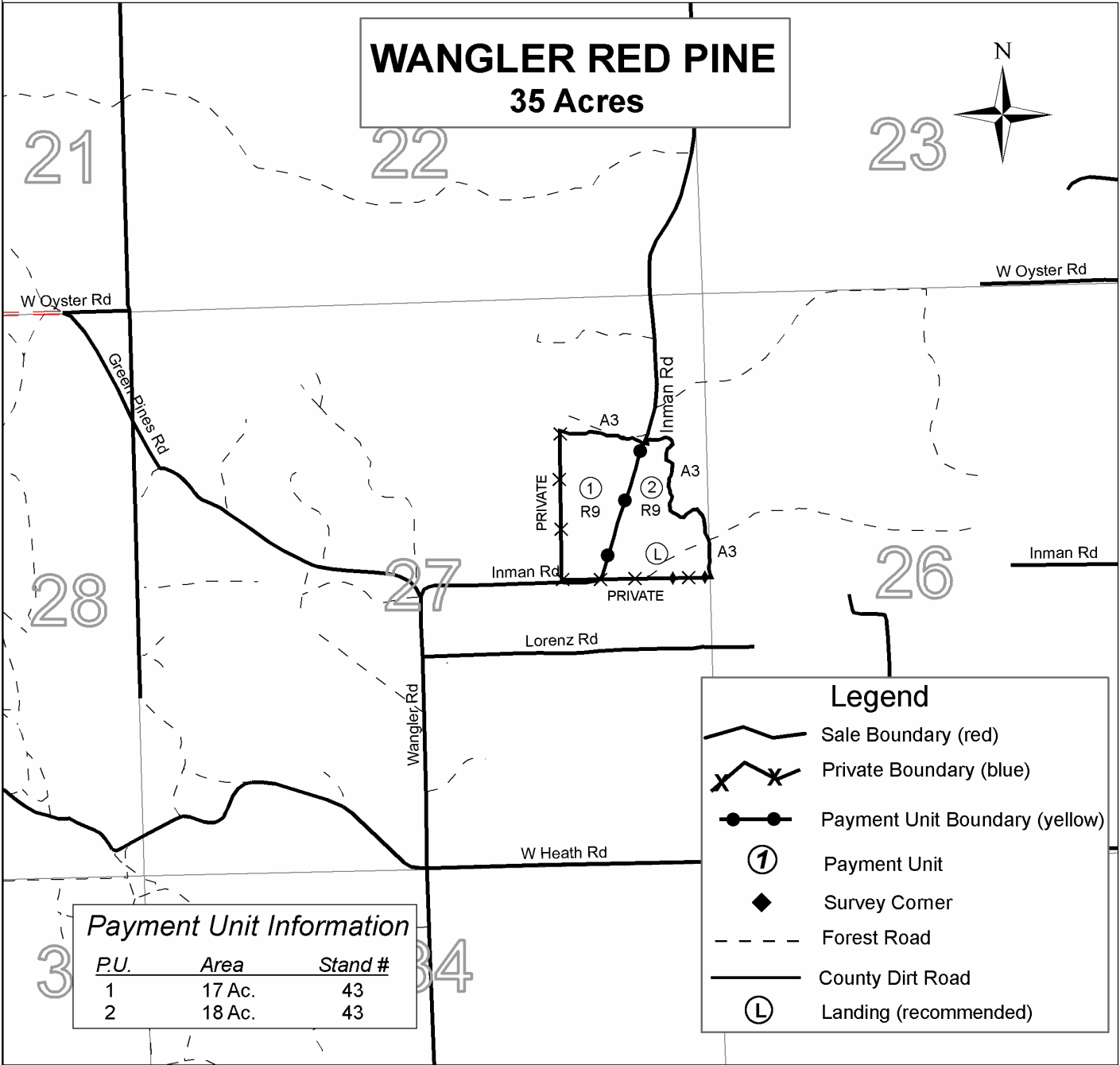
036

2013

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

|  |                      |   |                           |                           |                  |                |
|--|----------------------|---|---------------------------|---------------------------|------------------|----------------|
| Forest Management Unit<br><b>Roscommon</b> |                      | County<br><b>Ogemaw</b>                             | Mapped By<br><b>Bates</b> | Date<br><b>09/30/2013</b> | Page<br><b>1</b> | of<br><b>1</b> |
| Township<br><b>T24N</b>                    | Range<br><b>R02E</b> | Section(s) and Subdivision(s)<br><b>Sec 4: SENE</b> |                           | Scale<br><b>1:15,840</b>  |                  |                |

| Cover Type        |                    |                      |                  | Density                     |                        |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| A = Aspen         | G = Grass          | Q = Oak              | U = Upland Brush | 0 = Non Stocked             | 5 = Pole Timber Medium |
| B = Paper Birch   | H = Hemlock        | P = Lowland Poplar   | V = Bog or Marsh | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| C = Cedar         | J = Jack Pine      | Q = Mixed Swamp Cnfr | W = White Pine   | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| D = Treed Bog     | L = Lowland Brush  | R = Red Pine         | X = Non Stocked  | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| E = Swamp Hdwoods | M = Mpl. Bch, Brch | S = Black Spruce     | Z = Water        | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |
| F = Spruce Fir    | N = Marsh          | T = Tamarack         |                  |                             |                        |







SHOTGUN CORNERS (71-030-13-01)

T24N, R02E, SEC. 03; T24N, R02E, SEC. 04; T24N, R02E, SEC. 05, Ogemaw County

In response to the notice of sale to be held 11:00 a.m. (local time) on March 4, 2014, 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.

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE</u> |
|-------------------------------|-------------------------|-------------------------|------------------|
| Pulpwood                      |                         |                         |                  |
| Jack Pine                     | 288.00 Cords            | \$ 19.70 / Cord         | \$ _____ / Cord  |
| Q. Aspen                      | 603.00 Cords            | \$ 30.90 / Cord         | \$ _____ / Cord  |
| Red Pine                      | 30.00 Cords             | \$ 51.80 / Cord         | \$ _____ / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,975.20 :

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| Jack Pine                     | 17.60 MBF               | \$ 25.00 / MBF          |
| Mixed Oak                     | 7.10 MBF                | \$ 94.00 / MBF          |
| Red Pine                      | 8.60 MBF                | \$ 129.00 / MBF         |
| Pulpwood                      |                         |                         |
| Mixed Oak                     | 51.00 Cords             | \$ 9.40 / Cord          |
| Red Maple                     | 31.00 Cords             | \$ 9.00 / Cord          |

\* The total volume is statistically estimated within plus (+) or minus (-) 16.94 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_\_\_ - \_\_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

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



# TIMBER SALE

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

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

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

Please Check Appropriate Categories:

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

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

LOCKED DOOR ASPEN (71-031-13-01)  
T24N, R01E, SEC. 12; T24N, R02E, SEC. 07, Ogemaw County

In response to the notice of sale to be held 11:00 a.m. (local time) on March 4, 2014, 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.

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE</u> |
|-------------------------------|-------------------------|-------------------------|------------------|
| <b>Sawlogs</b>                |                         |                         |                  |
| B. T. Aspen                   | 64.80 MBF               | \$ 50.00 / MBF          | \$ _____ / MBF   |
| Mixed Oak                     | 48.10 MBF               | \$ 87.00 / MBF          | \$ _____ / MBF   |
| Red Pine                      | 32.60 MBF               | \$ 122.00 / MBF         | \$ _____ / MBF   |
| <b>Pulpwood</b>               |                         |                         |                  |
| B. T. Aspen                   | 796.00 Cords            | \$ 32.60 / Cord         | \$ _____ / Cord  |
| Jack Pine                     | 155.00 Cords            | \$ 18.00 / Cord         | \$ _____ / Cord  |
| Mixed Oak                     | 304.00 Cords            | \$ 9.90 / Cord          | \$ _____ / Cord  |
| Q. Aspen                      | 368.00 Cords            | \$ 34.50 / Cord         | \$ _____ / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,556.20 :

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| <b>Sawlogs</b>                |                         |                         |
| Q. Aspen                      | 9.00 MBF                | \$ 53.00 / MBF          |
| Red Maple                     | 11.00 MBF               | \$ 57.00 / MBF          |
| <b>Pulpwood</b>               |                         |                         |
| Red Maple                     | 215.00 Cords            | \$ 8.80 / Cord          |
| Red Pine                      | 29.00 Cords             | \$ 53.80 / Cord         |

\* The total volume is statistically estimated within plus (+) or minus (-) 10.83 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

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



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

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

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

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

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

Please Check Appropriate Categories:

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

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

WANGLER RED PINE (71-036-13-01)  
T24N, R02E, SEC. 27, Ogemaw County

In response to the notice of sale to be held 11:00 a.m. (local time) on March 4, 2014, 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.

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE</u> |
|-------------------------------|-------------------------|-------------------------|------------------|
| Sawlogs                       |                         |                         |                  |
| Red Pine                      | 146.50 MBF              | \$ 145.00 / MBF         | \$ _____ / MBF   |
| Pulpwood                      |                         |                         |                  |
| Red Pine                      | 216.00 Cords            | \$ 53.10 / Cord         | \$ _____ / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$337.50 :

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Pulpwood                      |                         |                         |
| Mixed Oak                     | 10.00 Cords             | \$ 6.30 / Cord          |
| Q. Aspen                      | 15.00 Cords             | \$ 18.30 / Cord         |

\* The total volume is statistically estimated within plus (+) or minus (-) 18.25 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

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



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

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

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

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

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  - Partnership
  - Corporation
- You **must** check one of the boxes below:
  - 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.
  - 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).
  - 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.
- If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date