



DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

HELMER/RUTH KW / T27N, R01E, SEC. 12, S1/2.  
T27N, R01E, SEC. 13, N1/2NW, SWNW.  
OSCODA COUNTY (Appr. \$185,234.50)  
SALE ACRES: 215

GE JACK PINE & OAK / T27N, R01W, SEC. 34, SW1/4, W1/2SE.  
CRAWFORD COUNTY (Appr. \$22,352.10)  
SALE ACRES: 78

MARTY DIBERGI MIX / T27N, R01W, SEC. 21, N1/2N1/2.  
CRAWFORD COUNTY (Appr. \$14,433.10)  
SALE ACRES: 47

COMP 28 RED/OAK / T28N, R04E, SEC. 12, E1/2.  
T28N, R05E, SEC. 06, SWSW.  
T28N, R05E, SEC. 07, W1/2NW.  
OSCODA COUNTY (Appr. \$260,118.90)  
SALE ACRES: 186

SOUTH 241 / T28N, R03W, SEC. 35, S1/2NE, SENW, SE, SESW.  
CRAWFORD COUNTY (Appr. \$11,155.60)  
SALE ACRES: 70

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SALE DATE AND TIME: 3:00 p.m. on March 01, 2010.

**GRAYLING**



BID INSTRUCTIONS (Ver. 06/23/2008):

1. Bid Location, Date, and Time: Bids must be received by the Unit Manager, Grayling Management Unit, 1955 N. I-75 BL, Grayling, MI 49738, no later than 3:00 p.m. on March 1, 2010. For further information concerning this sale, contact the Unit Manager at 989-348-6371.
2. Bidder's Qualifications: 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/FMFM 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: 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: 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) that it is a "Bid for Timber," and (b) the sale name or number, and (c) 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: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
6. Award of Contract: 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: 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: 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: Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at [www.michigan.gov/dnr](http://www.michigan.gov/dnr). Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection: 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: 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-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC 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.

REBECCA A. HUMPHRIES  
Director

HELMER/RUTH KW (011-10-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
RED PINE	644.30 MBF	\$ 206.00/MBF
PULPWOOD		
RED PINE	698.00 CORDS	\$ 31.70/CORD
JACK PINE	2,100.00 CORDS	\$ 11.90/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
JACK PINE	89.50 MBF	\$ 56.00/MBF
PULPWOOD		
MIXED OAK	42.00 CORDS	\$ 9.05/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 10.87 percent. These estimated volumes 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 \$9,500.00, 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 may 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>
1	02%
2	02%
3	06%
4	05%
5	10%
6	15%
7	05%
8	11%
9	15%
10	14%
11	15%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on September 30, 2011.



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	YEAR
72 - 011	10
DATE	PAGE OF
1/2/2009	1 1

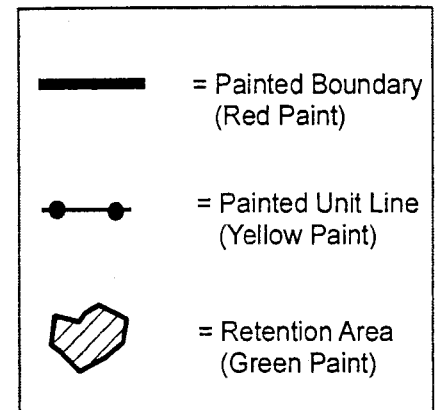
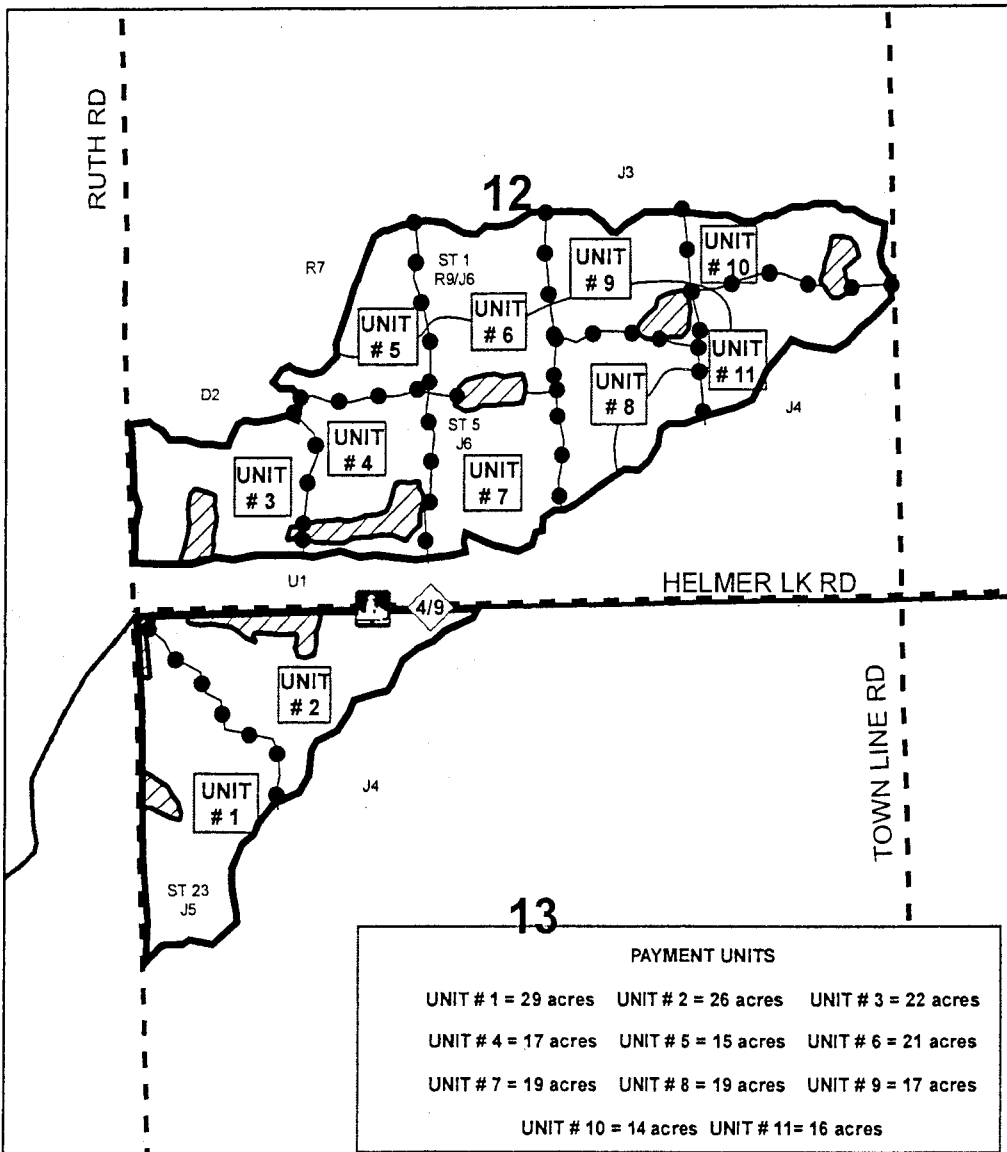
FOREST MANAGEMENT UNIT Grayling Management Unit	COUNTY OSCODA	MAPPED BY MERRICK	CRUISED BY MERRICK
TOWNSHIP 27N	RANGE 01E	SECTION(S) AND SUBDIVISION(S) SEC 12: S1/2 SEC 13: N1/2NW, SWNW	

SCALE 1 inch = 0.25 miles

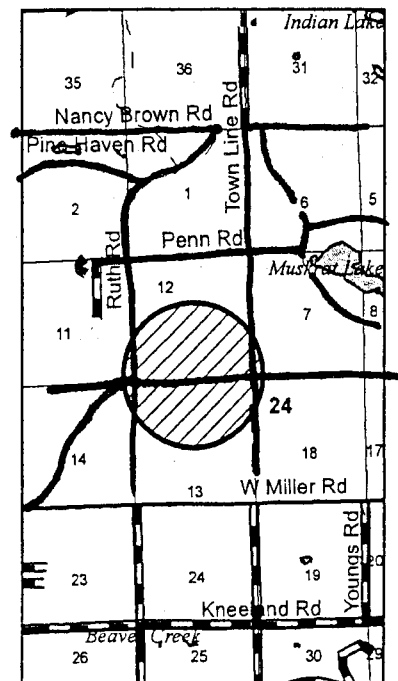
Cover Type				Density	
A = Aspen	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	R = Red Pine	X = Non Stocked	2 = Seedling 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			

# HELMER/RUTH KW

Oscoda County  
 Compartment 8  
 215 harvest acres



Locator Map  
 1:100,000



DO NOT ENTER GREEN PAINTED RETENTION / LEAVE ISLANDS.  
 DO NOT CUT TREES MARKED WITH PINK PAINT (UNITS 1 AND 2).

**UNIT # 3** = PAYMENT UNIT #'S

## Sale Specific Conditions & Requirements

Sale Name: Helmer/ruth Kw Sale Number: 72-011-10-01

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Leave/retention island boundaries are marked with green paint. Do not cut red or green painted boundary line trees. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, 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 trees marked with pink paint (Payment Units 1 and 2). Do not cut trees marked with pink paint.

##### 2.1.15 - Hazard trees near county roads (4/05)

Cut and remove all standing dead trees within 100 feet of the cleared portion of designated county roads. These cut snags must be scattered back into the sale area.

#### 2.2 - Utilization

##### 2.2.2 - Chipping required (9/09)

This sale must be chip harvested to meet Kirtland's warbler habitat requirements. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash. De-limbing will only be allowed at designated landing locations.

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

Stump heights within the Sale Area shall not exceed 8 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. 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) 5, 6, 8, 9, 10, and 11 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

**3.4 - Damaged Timber**

3.4.1 - Damaged timber (6/05)

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

Damage is not acceptable to merchantable trees. Within the sale area, if more than 2% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

**4 - Transportation**

**4.1 - Construction**

4.1.3 - Slash and earthen piles (8/04)

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

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. Stumps and brush must be placed along the trails. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

4.1.11 - Permits (5/07)

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

**4.2 - Maintenance**

4.2.5 - Two wheel drive condition (2/04)

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

**5 - Operations**

**5.1 - Notification**



5.1.4 - Post-sale conference (9/09)

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

**5.2 - Conduct of Operations**

**5.2.1 - Slash**

5.2.1.8 - Slash height (12/08)

No slash may exceed 24 inches in height.

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

Slash is to be disposed of as directed by DNR sale administrator.

**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.

5.2.2.3 - Snag tree creation (2) (2/04)

Special consideration is given to snags because they are an important part of the habitat requirement for many species of wildlife. The logger is to leave or create at least three (3) wildlife snags per acre throughout the sale area. Snags consist of leaving a dead standing tree that is not deemed a safety hazard by the Purchaser, or trees with a minimum diameter of six (6) inches measured at a point to 4.5 feet above ground level which can be girdled the full circumference of the tree.

**5.2.3 - Operating Restrictions**

5.2.3.6 - Bark beetle restriction (12/08)

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

5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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

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

5.2.41 - Snowmobile trail protection (8/09)

The snowmobile trail # 49 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. 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. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

**5.4 - Soil Protection**

5.4.1 - Rutting restriction, general (1/09)

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

**5.8 - Protection of Endangered Species**

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

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from May 1st - September 30th.

5.8.5 - Protection of raptor nests (4/09)

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

**6 - Safety and Fire Prevention**

**6.2 - Signing**

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on snowmobile trail # 49 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.

**7 - Other Conditions**

**7.2 - Extensions**

7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract. The purpose of this sale is to create habitat for the endangered Kirtland's Warbler. This sale is already scheduled for planting.

GE JACK PINE & OAK (018-09-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
RED PINE	19.40 MBF	\$ 193.00/MBF
MIXED OAK	39.60 MBF	\$ 130.00/MBF
PULPWOOD		
RED PINE	85.00 CORDS	\$ 37.00/CORD
JACK PINE	282.00 CORDS	\$ 14.20/CORD
MIXED OAK	354.00 CORDS	\$ 10.20/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
JACK PINE	21.60 MBF	\$ 44.00/MBF
PULPWOOD		
Q. ASPEN	98.00 CORDS	\$ 17.85/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 13.37 percent. These estimated volumes 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 may 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>
1	15%
2	60%
3	25%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on March 31, 2012.



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.

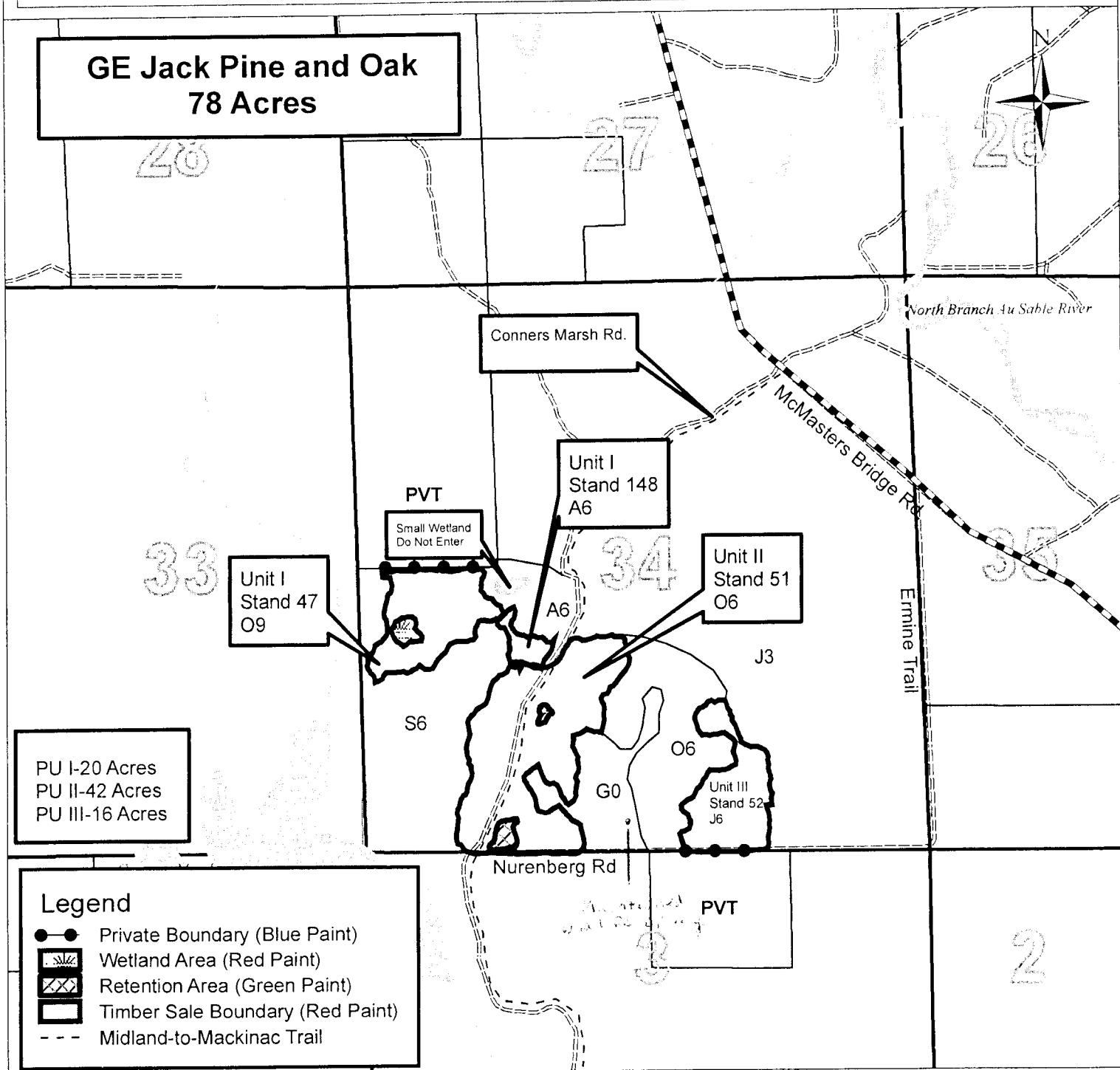
SALE NUMBER	YEAR
018	2009
DATE 7/21/09	PAGE OF
	1 1

FOREST MANAGEMENT UNIT	COUNTY	MAPPED BY
Grayling	Crawford	Patrick Cotant
		CRUISED BY
		Patrick Cotant

TOWNSHIP	RANGE	SECTION(S) AND SUBDIVISION(S)	ACRES
T27N	R1W	Section 34-SW1/4, W1/2SE	1:15,840

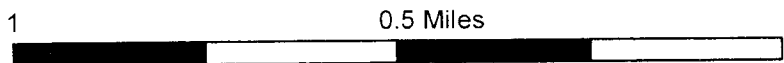
Cover Type				Density			
A = Aspen	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	L = Lowland Brush	R = Red Pine	X = Non Stocked	2 = Seedling 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					

**GE Jack Pine and Oak**  
**78 Acres**



PU I-20 Acres  
 PU II-42 Acres  
 PU III-16 Acres

Legend	
	Private Boundary (Blue Paint)
	Wetland Area (Red Paint)
	Retention Area (Green Paint)
	Timber Sale Boundary (Red Paint)
	Midland-to-Mackinac Trail



## Sale Specific Conditions & Requirements

Sale Name: Ge Jack Pine & Oak      Sale Number: 72-018-09-01

### 1 - Sale Area

#### 1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is 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.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) I (Stand 148 ONLY) and III, 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 trees that are marked with green paint above and below stump height.

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (12/08)

Within Payment Unit(s) II, cut all trees which meet minimum piece specifications in 2.2 Utilization. Regeneration within 5 spot cuts is not to be disturbed. In addition, no green marked trees are to be cut within this unit.

2.1.7 - Leave tree marked unit(s) (12/08)

Within Payment Unit(s) I, (Stand 47 ONLY), all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except trees marked with green paint above and below stump height. The wetland in the southern portion of the stand is bounded by red paint and is not to be entered for any reason.

2.1.11 - Description of timber note (2/04)

Note that jack pine pulp contains a small amount of white pine. In addition, mixed oak pulp contains a small amount of black cherry pulp.

#### 2.2 - Utilization

2.2.2 - Chipping (6/09)

Stand 52 (Unit III) must be chip harvested. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Producer must contact sale administrator to discuss this prior to any operations within this unit.

2.2.3 - Stump heights (4/07)

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

### 3 - Payments

3.4.1 - 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 \$100.00 per acre for all acreage within that specified portion of the sale area that was damaged.

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

## **4 - Transportation**

### **4.1 - Construction**

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be chipped, utilized for trail closure or otherwise removed from 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 (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.1.11 - Permits (5/07)

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

### **4.2 - Maintenance**

4.2.1 - Hauling restriction (12/08)

Hauling is restricted on Connors Marsh Rd. No operations are allowed on Connors Marsh Rd during sale unless approved by unit manager or his/her representative. The restriction is because this road accesses private land and also shares it's right-of-way with the Midland-to-Mackinac hiking trail. Access to sale area should be via Ermine Tr. and Nurenberg Rd.

4.2.5 - Two wheel drive condition (2/04)

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

## **5 - Operations**

### **5.1 - Notification**

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations in order to determine appropriate landing locations and haul routes. 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 (2/04)

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 20 feet back from the blue paint line.

5.2.1.10 - No slash in openings (12/08)

No brush or logging debris is to be left on the maintained wildlife opening. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

5.2.1.11 - Slash for reforestation (5/07)

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

#### **5.2.2 - Hazard Trees/Snags**

5.2.2.1 - Den trees (2/04)

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

### 5.2.3 - Operating Restrictions

#### 5.2.3.4 - Oak wilt restriction (12/08)

Within Payment Unit(s) I, stand 47, unless changed by written agreement, cutting and skidding 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

#### 5.2.4.2 - Dead and down creation, hare and grouse (12/08)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave two 14 inch diameter or larger log size pieces on the ground for every two acres, within units I and II. These 14" or larger log pieces should be scattered throughout the sale. Contact the sale administrator for more details. In addition, approximately 50% of red painted boundary line trees within Unit I should be cut and left on the ground, not chipped, to improve hare and grouse habitat. If possible, the logs or trees should be felled so they overlap. Note these pieces should have a minimum length of five feet. They can be of any tree species and can be an un-merchantable piece of wood or a full tree.

#### 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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

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

#### 5.2.40 - Pathway protection (6/09)

The Midland to Mackinac Trail is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Skidding across the trail may only occur in locations approved by the sale administrator.

## 5.4 - Soil Protection

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

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

#### 5.4.6 - Wet area protection (3/09)

No harvesting operations, including skidding and felling, are to take place within the identified wetland areas within and adjacent to stand 47. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

## 5.8 - Protection of Endangered Species



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

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from 05/01 to 9/30.

5.8.5 - Protection of raptor nests (4/09)

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

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

### **6.2 - Signing**

6.2.1 - Road posting (1/09)

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

6.2.3 - Recreational trail posting (1/09)

The Purchaser is responsible for posting caution signs on the Midland to Mackinac Hiking 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 must maintain the signs while the timber sale is active. The Purchaser will provide these signs.



MARTY DIBERGI MIX (031-09-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
RED PINE	17.70 MBF	\$ 158.00/MBF
MIXED OAK	30.90 MBF	\$ 155.00/MBF
PULPWOOD		
RED PINE	67.00 CORDS	\$ 25.30/CORD
MIXED OAK	319.00 CORDS	\$ 8.40/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
MIX ASPEN	13.30 MBF	\$ 41.00/MBF
PULPWOOD		
RED MAPLE	36.00 CORDS	\$ 6.40/CORD
WHITE PINE	22.00 CORDS	\$ 4.45/CORD
JACK PINE	67.00 CORDS	\$ 8.50/CORD
MIX ASPEN	124.00 CORDS	\$ 8.30/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 19.1 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$1,000.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment may 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>
1	58%
2	42%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on March 31, 2012.



**TIMBER SALE MAP**

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

SALE NUMBER	YEAR
72 - 031	09

FOREST MANAGEMENT UNIT	COUNTY	MAPPED BY	DATE	PAGE	OF
Grayling Management Unit	CRAWFORD	MERRICK	8/3/2009	1	1
		CRUISED BY			
		MERRICK			

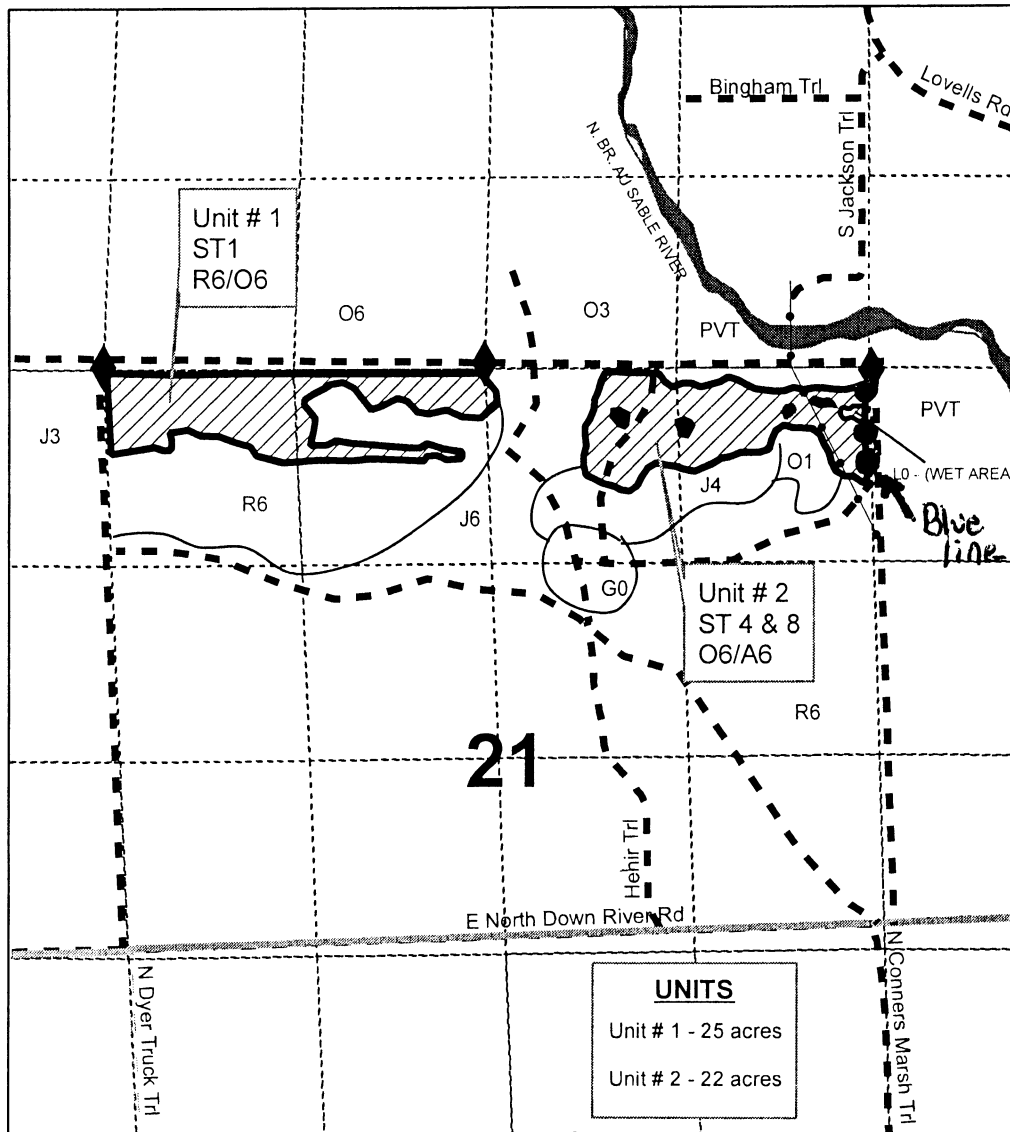
TOWNSHIP	RANGE	SECTION(S) AND SUBDIVISION(S)	SCALE
27N	01W	SEC 21: N1/2 of N1/2	1 inch = 0.25 miles

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			

**Marty DiBergi Mix**

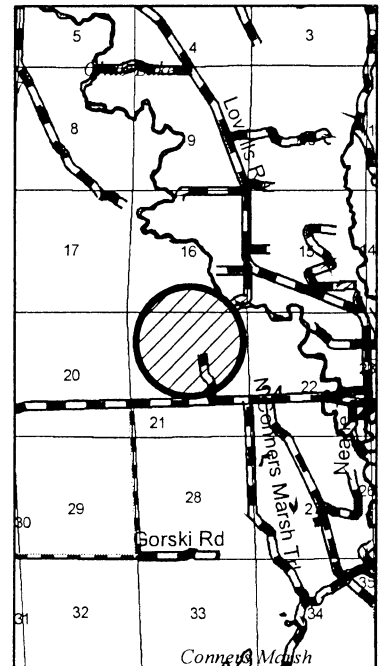
(Acclaimed Commercial Director)

**Crawford County  
Compartment 282  
47 harvest acres**



- = Blue Painted Boundary (PVT)
- = Painted Boundary (Red and Blue Paint)
- = Retention Area (Green Paint)
- = Survey Corner

Locator Map  
1:100,000



**DO NOT ENTER GREEN PAINTED RETENTION / LEAVE ISLANDS**

## Sale Specific Conditions & Requirements

Sale Name: Marty Dibergi Mix    Sale Number: 72-031-09-01

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by blue 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. Do not cut painted boundary line trees unless also marked with orange paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability, except for cedar. DO NOT CUT CEDAR TREES. Do not enter green painted leave islands.

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

Within Payment Unit(s) 1, all red pine are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. All other species with diameters of 2" inches or greater at DBH are designated for cutting unless marked with green paint. DO NOT CUT TREES MARKED WITH GREEN PAINT.

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

Damage is not 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

4.1.6 - 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.

4.1.11 - Permits (5/07)

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

4.1.12 - No new roads (12/08)

No new roads will be permitted. All operations are limited to existing roads.

**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.

4.2.5 - 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**

5.1.4 - Post-sale conference (2/04)

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 15' feet back from the blue paint line.

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 30 inches in height.

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

Slash is to be disposed of as directed by the sale administrator.

### 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

#### 5.2.3.4 - Oak wilt restriction (12/08)

Within Payment Unit(s) 1 and 2, 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

#### 5.2.4.2 - Dead and down creation, hare and grouse (12/08)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave two logs or trees, nine (9) inches or larger in diameter on the ground for every two acres. If possible, the logs or trees should be felled so they overlap. Note these pieces should have a minimum length of five feet. They can be of any tree species and can be an un-merchantable piece of wood or a full tree.

#### 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

#### 5.2.38 - 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 (4/09)

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





COMP 28 RED/OAK (040-09-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
RED OAK	283.00 MBF	\$ 262.00/MBF
RED PINE	390.00 MBF	\$ 194.00/MBF
PULPWOOD		
RED PINE	2,544.00 CORDS	\$ 37.00/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
WHITE OAK	70.00 MBF	\$ 57.00/MBF
PULPWOOD		
RED MAPLE	65.00 CORDS	\$ 9.15/CORD
B.T. ASPEN	223.00 CORDS	\$ 18.75/CORD
JACK PINE	41.00 CORDS	\$ 10.90/CORD
MIXED OAK	581.00 CORDS	\$ 12.00/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 9.76 percent. These estimated volumes 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 \$13,000.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment may 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>
1	23%
2	20%
3	24%
4	05%
5	10%
6	18%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on September 30, 2011.

STATE OF MICHIGAN  
DEPARTMENT OF NATURAL RESOURCES  
TIMBER SALE MAP

SALE NO. 72 040 | 09 | 01  
YEAR 09  
SALE TYPE 01

STATE FOREST AND FOREST AREA  
**GRAYLING FOREST MANAGEMENT UNIT** MAPPED BY *C. Farrer* DATE **9-28-09**

T 25N R 46W Section(s) Sub. Scale: 1 inch =  $\frac{1}{4}$  mile

COVER TYPE

DENSITY

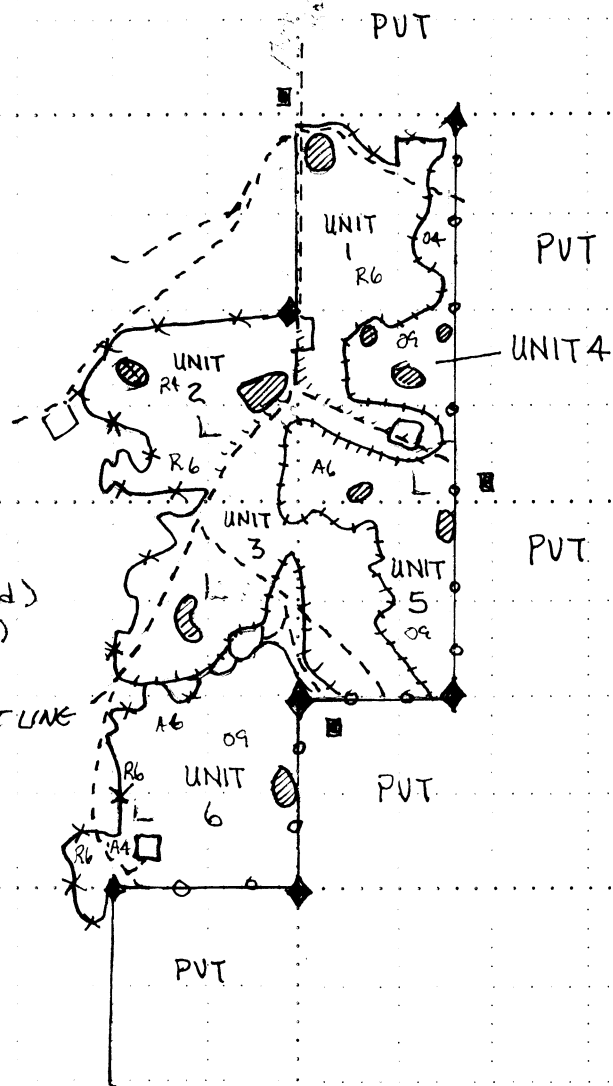
- |                 |                    |                    |                  |                           |                       |
|-----------------|--------------------|--------------------|------------------|---------------------------|-----------------------|
| A - Aspen       | H - Hemlock 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

COMP 28 RED/OAK  
Oscoda County  
186 Acres



LEGEND

- Private Line (Blue)
- Sale Boundary Line (Red)
- UNIT LINES (YELLOW)
- TWO TRACK RD
- USING ROAD AS UNIT LINE (NOT PAINTED)
- Retention Patches (Green Line)
- SURVEY CORNER
- OIL/GAS WELL SITE
- CABIN / HOUSE



UNIT ACREAGE

UNIT 1	32
UNIT 2	27
UNIT 3	47
UNIT 4	14
UNIT 5	20
UNIT 6	46

## Sale Specific Conditions & Requirements

Sale Name: Comp 28 Red/oak    Sale Number: 72-040-09-01

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (12/08)

The sale boundary is 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. As shown on sale map, some unit lines use the roads as their boundary and are not painted. Other interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, 4, 5 and 6, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Reserve areas identified in accordance with 2.4.3 - Reserve areas, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.2 - Utilization

##### 2.2.2 - Chipping required (9/09)

This area must be chip harvested to facilitate subsequent planting operations. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled.

##### 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.

#### 2.4 - Special Protection

##### 2.4.3 - Reserve areas (1/09)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are marked with a green boundary line. The Purchaser shall not cut live or dead trees within reserve areas. If the Purchaser's operations have cut or damaged reserve areas through carelessness, the Purchaser shall pay \$300.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

### 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**

4.1.6 - 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 chipped, utilized, or 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.

4.1.11 - Permits (5/07)

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

4.1.12 - No new roads (12/08)

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

**4.2 - Maintenance**

4.2.1 - Hauling restriction (12/08)

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

4.2.5 - Two wheel drive condition (2/04)

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

**5 - Operations**

**5.1 - Notification**

5.1.1 - Pre-sale conference (12/08)

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

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

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

5.1.4 - Post-sale conference (9/09)

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

**5.2 - Conduct of Operations**

**5.2.1 - Slash**

5.2.1.9 - 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.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, any slash that is not chipped or utilized 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.

5.2.31 - Landing locations (12/08)

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

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of oil/gas well sites without permission of the pipeline company.

**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.

5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

**6 - Safety and Fire Prevention**

**6.2 - Signing**

**Sale Name: Comp 28 Red/oak    Sale Number: 72-040-09-01**

6.2.1 - Road posting (9/09)

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

**7 - Other Conditions**

**7.2 - Extensions**

7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

SOUTH 241 (635-09-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
SUG. MAPLE	10.60 MBF	\$ 183.00/MBF
BASSWOOD	16.50 MBF	\$ 38.00/MBF
BEECH	24.20 MBF	\$ 28.00/MBF
PULPWOOD		
SUG. MAPLE	542.00 CORDS	\$ 3.55/CORD
RED MAPLE	81.00 CORDS	\$ 8.05/CORD
BASSWOOD	86.00 CORDS	\$ 7.70/CORD
BEECH	176.00 CORDS	\$ 4.40/CORD
Q. ASPEN	252.00 CORDS	\$ 13.00/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
Q. ASPEN	20.10 MBF	\$ 26.00/MBF
PULPWOOD		
WHITE ASH	3.00 CORDS	\$ 17.95/CORD
IRONWOOD	10.00 CORDS	\$ 4.60/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 12.53 percent. These estimated volumes 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 may 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>
1	64%
2	14%
3	22%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on March 31, 2012.



# TIMBER SALE MAP

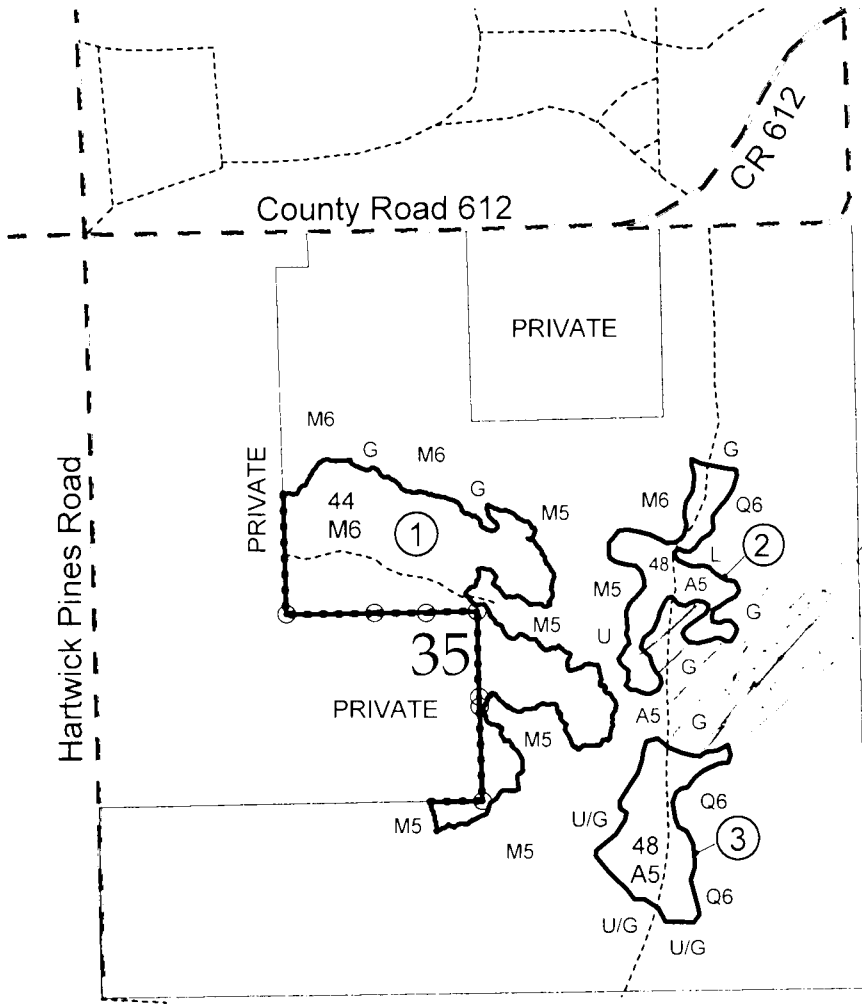
This information is provided by authority of Part 525 of Act 451, PA 1994, as amended.

SALE NUMBER	YEAR
72635	2009

FOREST MANAGEMENT UNIT	COUNTY	MAPPED BY	DATE	PAGE	OF
Grayling	Crawford	Charlebois	10/16/2009	1	1
		DESIGNED BY			
		Lydon (1), Charlebois (2 & 3)			

TOWNSHIP	RANGE	SECTION AND SUBDIVISIONS	0 0.25 0.5 Miles		
28N	3W	Sec 35: S1/2NE, SENW, SE, SESW			

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 Conr	W = White Pine	1 = Seeding Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	R = Red Pine	X = Non Stocked	2 = Seeding Sapling Medium	7 = Saw Timber Poor
E = Swamp Hdwoods	M = Mpl. Beh. Birch	S = Black Spruce	Z = Water	3 = Seeding 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			



**South 241**  
**70 Acres**

UNIT	ACRES
①	47
②	12
③	11



	Sale Boundary - Red Paint
	Private Boundary - Blue Paint
	County Road
	Two-Track Road
	Survey Marker



## Sale Specific Conditions & Requirements

Sale Name: South 241 Sale Number: 72-635-09-01

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (12/08)

The sale boundary is 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. Do not cut painted boundary line trees except for aspen and maple line trees in Units 2 & 3, or as specified in 5.2.4.6 - Dead and down creation, other.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

##### 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. In addition, cut all aspen except for the stems marked with green paint.

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

Note that Unit 1 has regen gaps in which marked pre-commercial stems must be cut.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees, per military requirements.

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

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit 1. The tops cannot be chipped -- they must be left scattered across the unit for structural diversity. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

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

**3.4 - Damaged Timber**

3.4.1 - Damaged timber (6/05)

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

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber, or at a rate of \$40 per sawtimber tree and \$5 per pole-sized tree, whichever is greater.

**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 utilized or dispersed into the sale.

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (4/07)

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

4.1.11 - Permits (5/07)

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

**5 - Operations**

**5.1 - Notification**

5.1.1 - Pre-sale conference (12/08)

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

5.1.4 - Post-sale conference (9/09)

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

5.1.5 - National Guard notification (7/04)

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

## **5.2 - Conduct of Operations**

### **5.2.1 - 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 5 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 5 feet from the cleared right-of-way of forest roads.

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

Slash is to be disposed of as directed by the sale administrator (ie: knocking down taller slash piles).

### **5.2.3 - Operating Restrictions**

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, unless permission is granted by the Unit Manager or his/her representative, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage concerns.

5.2.3.7 - National Guard training restriction (1/09)

Operations on this contract may not be allowed during National Guard training operations. Typically, the restricted period is from May 1 to October 31. The contractor must check with the Unit Manager who will coordinate the cutting schedule with the Military.

### **5.2.4 - Dead and Down Creation**

5.2.4.2 - Dead and down creation, hare and grouse (12/08)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave two trees, nine (9) inches or larger in diameter on the ground for every two acres. They should be scattered throughout the sale or positioned per the sale administrators instructions. If possible, the logs or trees should be felled so they overlap.

**Sale Name: South 241 Sale Number: 72-635-09-01**

Note these pieces should have a minimum length of five feet. They can be of any tree species and can be an un-merchantable piece of wood or a full tree.

5.2.4.6 - Dead and down creation, other (9/09)

In Units 2 & 3, drop all balsam fir and spruce boundary line trees into the adjacent Q-types, preferably so that they overlap.

5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

5.2.30 - Landing/road top soil protection (1/09)

Top soil at landings and new roads must be stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed over the area to be re-vegetated.

5.2.31 - Landing locations (10/09)

The grassy opening between Units 2 and 3 that extends east to the swamp edge cannot be used for landing areas or any other type of equipment operation.

**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.

**7 - Other Conditions**

**7.10 - Certified Timber**

7.10.1 - Non-certified timber (12/05)

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

HELMER/RUTH KW (011-10-01)  
 T27N, R01E, SEC. 12, S1/2.  
 T27N, R01E, SEC. 13, N1/2NW, SWNW.  
 OSCODA COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 01, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
SAWLOGS				
RED PINE	\$ 206.00/MBF	\$ _____ X	644.30 MBF	= \$ _____
PULPWOOD				
RED PINE	\$ 31.70/CORD	\$ _____ X	698.00 CORDS	= \$ _____
JACK PINE	\$ 11.90/CORD	\$ _____ X	2,100.00 CORDS	= \$ _____
			SUBTOTAL 1	\$ _____

In addition, the successful bidder agrees to purchase the following species at the appraised price:

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
SAWLOGS			
JACK PINE	\$ 56.00/MBF	89.50 MBF	= \$ 5,012.00
PULPWOOD			
MIXED OAK	\$ 9.05/CORD	42.00 CORDS	= \$ 380.10
			SUBTOTAL 2 \$ <u>5,392.10</u>
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE			\$ _____

\*These volumes are statistically estimated within plus (+) or minus (-) 10.87%. These estimated volumes 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

\_\_\_\_\_  
 (bidder's printed name)

\_\_\_\_\_  
 (bidder's signature)

Address/Telephone \_\_\_\_\_

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
 WITHIN 21 DAYS OF SALE AWARD



**FOR DEPARTMENT USE ONLY**

**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.*

Sale or Permit No

Year:

Type:

Forest Area:

**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 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 No.  
(       )

City

State

Zip + 4

I hereby certify that the above information is true and correct. I agree to notify the DNR 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

GE JACK PINE & OAK (018-09-01)  
T27N, R01W, SEC. 34, SW1/4, W1/2SE.  
CRAWFORD COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 01, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
<u>SAWLOGS</u>				
RED PINE	\$ 193.00/MBF	\$ _____ X	19.40 MBF	= \$ _____
MIXED OAK	\$ 130.00/MBF	\$ _____ X	39.60 MBF	= \$ _____
<u>PULPWOOD</u>				
RED PINE	\$ 37.00/CORD	\$ _____ X	85.00 CORDS	= \$ _____
JACK PINE	\$ 14.20/CORD	\$ _____ X	282.00 CORDS	= \$ _____
MIXED OAK	\$ 10.20/CORD	\$ _____ X	354.00 CORDS	= \$ _____
SUBTOTAL 1				\$ _____

In addition, the successful bidder agrees to purchase the following species at the appraised price:

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
<u>SAWLOGS</u>			
JACK PINE	\$ 44.00/MBF	21.60 MBF	= \$ 950.40
<u>PULPWOOD</u>			
Q. ASPEN	\$ 17.85/CORD	98.00 CORDS	= \$ 1,749.30
SUBTOTAL 2			\$ <u>2,699.70</u>
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____			

\*These volumes are statistically estimated within plus (+) or minus (-) 13.37%. These estimated volumes 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

\_\_\_\_\_  
(bidder's printed name)

\_\_\_\_\_  
(bidder's signature)

Address/Telephone \_\_\_\_\_

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
WITHIN 21 DAYS OF SALE AWARD



**FOR DEPARTMENT USE ONLY**

**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.*

Sale or Permit No	
Year:	Type:
Forest Area:	

**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 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 No. (       )	
City	State	Zip + 4	

I hereby certify that the above information is true and correct. I agree to notify the DNR 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



MARTY DIBERGI MIX (031-09-01)  
T27N, R01W, SEC. 21, N1/2N1/2.  
CRAWFORD COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 01, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
<u>SAWLOGS</u>				
RED PINE	\$ 158.00/MBF	\$ _____ X	17.70 MBF	= \$ _____
MIXED OAK	\$ 155.00/MBF	\$ _____ X	30.90 MBF	= \$ _____
<u>PULPWOOD</u>				
RED PINE	\$ 25.30/CORD	\$ _____ X	67.00 CORDS	= \$ _____
MIXED OAK	\$ 8.40/CORD	\$ _____ X	319.00 CORDS	= \$ _____
SUBTOTAL 1				\$ _____

In addition, the successful bidder agrees to purchase the following species at the appraised price:

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
<u>SAWLOGS</u>			
MIX ASPEN	\$ 41.00/MBF	13.30 MBF	= \$ 545.30
<u>PULPWOOD</u>			
RED MAPLE	\$ 6.40/CORD	36.00 CORDS	= \$ 230.40
WHITE PINE	\$ 4.45/CORD	22.00 CORDS	= \$ 97.90
JACK PINE	\$ 8.50/CORD	67.00 CORDS	= \$ 569.50
MIX ASPEN	\$ 8.30/CORD	124.00 CORDS	= \$ 1,029.20
SUBTOTAL 2			\$ <u>2,472.30</u>

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ \_\_\_\_\_

\*These volumes are statistically estimated within plus (+) or minus (-) 19.1%. These estimated volumes 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

\_\_\_\_\_  
(bidder's printed name)

\_\_\_\_\_  
(bidder's signature)

Address/Telephone \_\_\_\_\_

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
WITHIN 21 DAYS OF SALE AWARD



**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 or Permit No	
Year:	Type:
Forest Area:	

**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.

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  - 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 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 No. (       )	
City	State	Zip + 4	

I hereby certify that the above information is true and correct. I agree to notify the DNR 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

COMP 28 RED/OAK (040-09-01)  
T28N, R04E, SEC. 12, E1/2.  
T28N, R05E, SEC. 06, SWSW.  
T28N, R05E, SEC. 07, W1/2NW.  
OSCODA COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 01, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
<u>SAWLOGS</u>				
RED OAK	\$ 262.00/MBF	\$ _____ X	283.00 MBF	= \$ _____
RED PINE	\$ 194.00/MBF	\$ _____ X	390.00 MBF	= \$ _____
<u>PULPWOOD</u>				
RED PINE	\$ 37.00/CORD	\$ _____ X	2,544.00 CORDS	= \$ _____
SUBTOTAL 1				\$ _____

In addition, the successful bidder agrees to purchase the following species at the appraised price:

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
<u>SAWLOGS</u>			
WHITE OAK	\$ 57.00/MBF	70.00 MBF	= \$ 3,990.00
<u>PULPWOOD</u>			
RED MAPLE	\$ 9.15/CORD	65.00 CORDS	= \$ 594.75
B.T. ASPEN	\$ 18.75/CORD	223.00 CORDS	= \$ 4,181.25
JACK PINE	\$ 10.90/CORD	41.00 CORDS	= \$ 446.90
MIXED OAK	\$ 12.00/CORD	581.00 CORDS	= \$ 6,972.00
SUBTOTAL 2			\$ 16,184.90

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ \_\_\_\_\_

\*These volumes are statistically estimated within plus (+) or minus (-) 9.76%. These estimated volumes 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

\_\_\_\_\_  
(bidder's printed name)

\_\_\_\_\_  
(bidder's signature)

Address/Telephone \_\_\_\_\_

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
WITHIN 21 DAYS OF SALE AWARD



FOR DEPARTMENT USE ONLY	
Sale or Permit No	
Year:	Type:
Forest Area:	

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

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

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

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

Please Check Appropriate Categories:

- My business is organized as (you **must** check one of the boxes below):
  - Sole Proprietorship (individual)
  - 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 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 No. (       )	
City	State	Zip + 4	

I hereby certify that the above information is true and correct. I agree to notify the DNR 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

SOUTH 241 (635-09-01)  
T28N, R03W, SEC. 35, S1/2NE, SENW, SE, SESW.  
CRAWFORD COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 01, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME* = VALUE</u>	
<u>SAWLOGS</u>				
SUG. MAPLE	\$ 183.00/MBF	\$ _____ X	10.60 MBF	= \$ _____
BASSWOOD	\$ 38.00/MBF	\$ _____ X	16.50 MBF	= \$ _____
BEECH	\$ 28.00/MBF	\$ _____ X	24.20 MBF	= \$ _____
<u>PULPWOOD</u>				
SUG. MAPLE	\$ 3.55/CORD	\$ _____ X	542.00 CORDS	= \$ _____
RED MAPLE	\$ 8.05/CORD	\$ _____ X	81.00 CORDS	= \$ _____
BASSWOOD	\$ 7.70/CORD	\$ _____ X	86.00 CORDS	= \$ _____
BEECH	\$ 4.40/CORD	\$ _____ X	176.00 CORDS	= \$ _____
Q. ASPEN	\$ 13.00/CORD	\$ _____ X	252.00 CORDS	= \$ _____
			SUBTOTAL 1	\$ _____

In addition, the successful bidder agrees to purchase the following species at the appraised price:

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
<u>SAWLOGS</u>			
Q. ASPEN	\$ 26.00/MBF	20.10 MBF	= \$ 522.60
<u>PULPWOOD</u>			
WHITE ASH	\$ 17.95/CORD	3.00 CORDS	= \$ 53.85
IRONWOOD	\$ 4.60/CORD	10.00 CORDS	= \$ 46.00
			SUBTOTAL 2 \$ 622.45

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ \_\_\_\_\_

\*These volumes are statistically estimated within plus (+) or minus (-) 12.53%. These estimated volumes 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

\_\_\_\_\_  
(bidder's printed name)

\_\_\_\_\_  
(bidder's signature)

Address/Telephone \_\_\_\_\_

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
WITHIN 21 DAYS OF SALE AWARD



**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 or Permit No	
Year:	Type:
Forest Area:	

**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 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 No. (       )	
City	State	Zip + 4	

I hereby certify that the above information is true and correct. I agree to notify the DNR 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