

# DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS (4359)**

SCHEDULED SALE DATE AND TIME: 3:00PM on May 03, 2011.

LOCATION: GRAYLING MGMT UNIT, 1955 N I-75 BL, GRAYLING, MI 49738.

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

VALLEY PINE (72-029-10-01) / T27N, R04W, SEC.08, E1/2SE.

T27N, R04W, SEC.09, W1/2, SWNE.

CRAWFORD COUNTY (Advertised Price \$39,824.05), 102.0 Acres

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

OLIVE OAK (72-032-10-01) / T25N, R04W, SEC.32, NWSW.

CRAWFORD COUNTY (Advertised Price \$12,901.25), 37.0 Acres

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

LADYFISH OAK (72-033-10-01) / T25N, R04W, SEC.32, W1/2NW, SENW.

CRAWFORD COUNTY (Advertised Price \$20,087.90), 53.0 Acres

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

MR LIMPETT MIX (72-034-10-01) / T25N, R04W, SEC.32, SWNE, SENW.

CRAWFORD COUNTY (Advertised Price \$20,214.00), 41.0 Acres

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

<u>VARIABLE TREATMENT OAK</u> (72-035-10-01) / T25N, R04W, SEC.31, SW1/4, N1/2 NW, N1/2 NE, NESE.

CRAWFORD COUNTY (Advertised Price \$29,503.85), 93.0 Acres

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

IN THE VALLEY JACK (72-624-10-01) / T27N, R02W, SEC.28, W1/2SW,S1/2NW AND NESW. T27N, R02W, SEC.29, SESE.

CRAWFORD COUNTY (Advertised Price \$23,336.05), 63.0 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. 02/24/2011):

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

Bids must be received by the Unit Manager, GRAYLING OFFICE, 1955 N I-75 BL, GRAYLING, MI 49738, no later than 3:00PM on May 03, 2011. For further information concerning this sale, contact Susan Thiel at 989-348-6371.

# 2. Bidder's Qualifications (1/11)

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 DNRE/FMD 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 (1/11)

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) 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 (1/11)

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

# 6. Award of Contract (1/11)

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

### 7. Down Payment (1/11)

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

### 8. Performance Security (1/11)

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

# 9. Timber Sale Contract (1/11)

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. 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 (1/11)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC 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.

RODNEY STOKES Director

### VALLEY PINE (72-029-10-01)

T27N, R04W, SEC.08; T27N, R04W, SEC.09.

CRAWFORD COUNTY (Advertised Price \$39,824.05)

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

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	AD\	/ERTISED PRICE
Sawlogs			
Red Oak	15.80 MBF	\$	258.00/MBF
Pulpwood			
Red Pine	827.00 Cords	\$	32.25/Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$9,076.90:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	AD\	/ERTISED PRICE
Sawlogs			
Jack Pine	14.60 MBF	\$	39.00/MBF
Red Pine	17.70 MBF	\$	181.00/MBF
Pulpwood			
B. T. Aspen	5.00 Cords	\$	10.65/Cord
Jack Pine	164.00 Cords	\$	10.95/Cord
Red Maple	55.00 Cords	\$	5.35/Cord
Red Oak	119.00 Cords	\$	25.95/Cord
White Oak	23.00 Cords	\$	3.15/Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.92 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 **\$2,500.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	25%
02	11%
03	50%
04	14%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2013.

Sale Name: Valley Pine Sale Number: 72-029-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut 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, 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 white pine and oak saplings which should remain undamaged, where possible, post harvest. Also, reserve areas identified with GREEN paint, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 2, 3, and 4, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence. End rows to be cut have been marked with an ORANGE mark facing the road. The producer is responsible for maintaining third row integrity during actual operations. Do not cut GREEN marked legacy red pine trees within Payment Unit 2.

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

Note that plantations rows within payment units 2, 3, and 4 vary considerably in direction and orientation. The producer will have to operate carefully in areas where plantation rows converge at different directions.

#### 2.2 - Utilization

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

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

### 3 - Payments

### 3.3 - Pre-measured Sales

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

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

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to Oak and White Pine seedlings and saplings with clearcut Payment Unit 1. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

Within the sale area, if more than 5% of 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 \$500.00 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 or dispersed throughout the sale.

#### 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 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 (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 or tree tops 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 the MDNR timber 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

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

Within Payment Unit(s) 2, 3, and 4, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage concerns.

#### 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.

# 5.2.20 - Equipment width (2/04)

Equipment used to remove designated rows in Payment Units 2, 3, and 4 must be capable of moving through cut rows without damaging residual trees.

# 5.2.22 - Operating Caution

#### 5.2.22.2 - Operating caution (12/04)

It is recommended, but not required, that within Payment Unit(s) 1, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. This restriction is the result of slope erosion/rutting concerns.

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

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry where possible. 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.

#### 5.2.39 - ORV trail/route protection (1/09)

An ORV trail traverses the sale area as 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. In general use caution when operating near or on ORV trails or roads.

# 5.2.41 - Snowmobile trail protection (8/09)

Snowmobile trail #79 traverses portions of the plantation to be 3rd row thinned, as 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 is used for hauling permission must be recieved from the Unit Manager prior to operations and the trail must be graded to the satisfaction of the Unit Manager or his/her representative following operations. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. The trail must be posted with warning signs during operations regardless of season.

#### 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.

### 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

### 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.

# 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/ORV trail # 79 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. Sare suspended or completed.	Signs must be removed when harvest operations
:t	ion Name: Sale Specific	Current as of 3/24/2011 2:57:43PM
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Michigan Department of Natural Resources - Forest, Mineral & Fire Management SALE NUMBER YEAR TIMBER SALE MAP 2010 029 This Information is provided by authority of Part 525 of Act 451, PA 1994, as amended. MAPPED BY Joe Ventimiglia FOREST MANAGEMENT UNIT COUNTY DATE PAGE Grayling Crawford CRUISED BY Joe Ventimiglia 6/24/2010 RANGE TOWNSHIP SECTION(S) AND SUBDIVISION(S) 8 E1/2 SE 1/4, SE1/4 NE1/4 9 W1/2, SW1/4 NE1/4 1:15,840 T27N **R04W Cover Type** Density A = Aspen P = Lowland Poplar V = Bog or Marsh 5 = Pole Timber Medium H = Hemlock 0 = Non Stocked 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 U = Upland Brush G = Grass O = Oak N Valley Pine 102 Acres PU1-26 acres PU2-10 acres PU3-53 acres PU4-13 acres 09 PU<sub>2</sub> PU 2, 3, 4 Third Row Thinning Final Harvest PU1 S6 Leave Green Islands 09 LEGEND Timber Sale Boundary (red paint) Payment Unit Lines (Yellow Paint) Retention Islands (green paint) ORV/Snowmobile Trail - see map Howes Lake R Manistee River-Rd Manistee River 0.5 0.25 0 Miles

# OLIVE OAK (72-032-10-01)

T25N, R04W, SEC.32.

CRAWFORD COUNTY (Advertised Price \$12,901.25)

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

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

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	AD\	/ERTISED PRICE
Sawlogs Mixed Oak	C4.40 MDF	•	450 00 /h 4DE
Mixed Oak	64.10 MBF	\$	159.00/MBF
Pulpwood	00.00.0	•	44.00/0
Mixed Oak	69.00 Cords	\$	11.80/Cord
Red Maple Red Pine	158.00 Cords 26.00 Cords	\$	6.25/Cord 29.45/Cord
NEU FIIIE	20.00 Colus	\$	29.40/C0rd

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$141.95:

PRODUCTS & SPECIES
Pulpwood
Mixed Aspen

ESTIMATED VOLUME\*

ADVERTISED PRICE

17.00 Cords
\$ 8.35/Cord

# **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 must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE 01 39%

02 61%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2013.

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 24.75 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.

Sale Name: Olive Oak Sale Number: 72-032-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is and Payment Unit boundaries are marked and identified by red 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) 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. There are two retention areas noted on the map and that are also identified by green paint. These are not to be cut and are not included in the sale.

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

Within Payment Unit(s) 1, all aspen and red maple are designated for cutting which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT RED PINE.

#### 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. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

### 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 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 5% 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 \$500.00 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.

# 3.6 - Payment Unit Cutting Schedule

# 3.6.1 - Order of cutting (1/09)

Payment Units shall be cut in numerical order unless the sale is paid in full.

# 4 - Transportation

#### 4.1 - Construction

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

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

### 4.1.11 - Permits (5/07)

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

#### 4.1.12 - No new roads (6/10)

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

#### 4.2 - Maintenance

# 4.2.5 - 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

# 5.1.6 - 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 power lines, forest roads and snowmobile trails.

# 5.2.1.8 - Slash height (12/08)

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

### 5.2.2 - Hazard Trees/Snags

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

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

# 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (12/08)

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 restriction is because of bark slippage.

# 5.2.3.4 - Oak wilt restriction (6/10)

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.

# 5.2.29 - 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.

# 5.2.41 - Snowmobile trail protection (8/09)

The powerline is also a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must

be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. 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. 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.

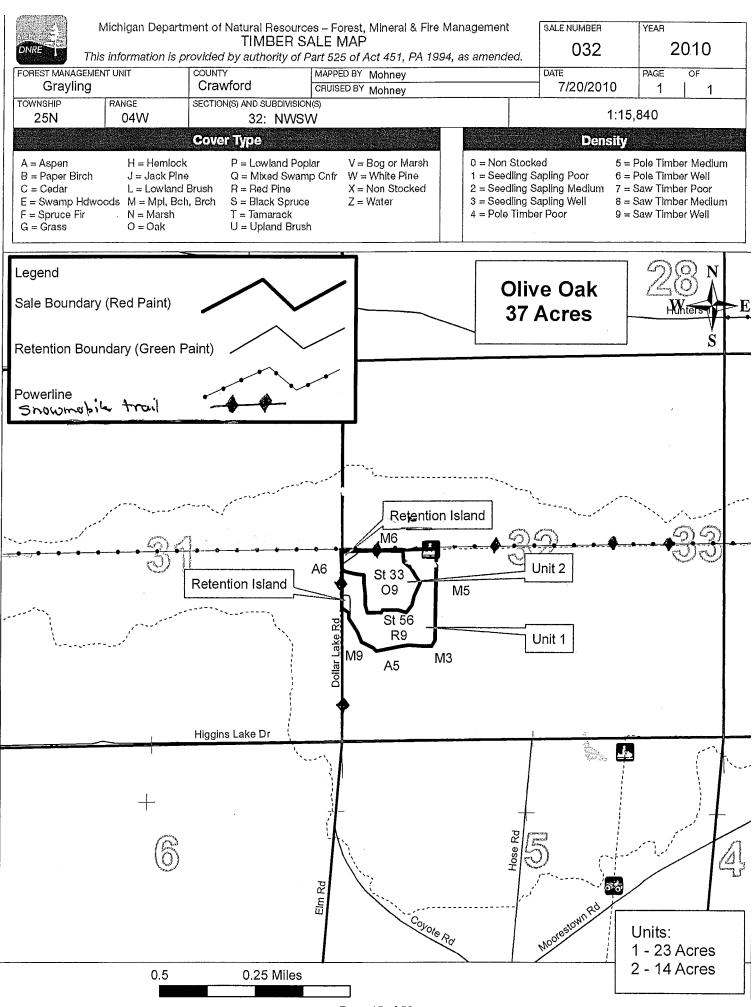
# 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the powerline/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.

Section Name: Sale Specific Current as of 3/16/2011 3:14:03PM



Page 15 of 52

# LADYFISH OAK (72-033-10-01)

T25N, R04W, SEC.32.

CRAWFORD COUNTY (Advertised Price \$20,087.90)

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

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

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	AD\	VERTISED PRICE
Sawlogs			
Mixed Oak	75.00 MBF	\$	149.00/MBF
Red Maple	27.20 MBF	\$	66.00/MBF
Pulpwood			
Jack Pine	38.00 Cords	\$	16.25/Cord
Mixed Aspen	96.00 Cords	\$	11.85/Cord
Mixed Oak	145.00 Cords	\$	11.35/Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,716.85:

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	AD\	/ERTISED PRICE
Sawlogs			
Jack Pine	7.90 MBF	\$	35.00/MBF
Mixed Aspen	18.40 MBF	\$	40.00/MBF
White Pine	22.90 MBF	\$	44.00/MBF
Pulpwood			
Red Maple	147.00 Cords	\$	5.85/Cord
Red Pine	16.00 Cords	\$	28.80/Cord
White Pine	94.00 Cords	\$	4.00/Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.64 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 must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE 56%

01 56% 02 44%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2013.

Sale Name: Ladyfish Oak Sale Number: 72-033-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. Areas marked with green paint are retention islands and are not to be entered for any reason. They are excluded from the sale area and are not to be cut.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2, all Aspen, Red Maple and White Pine are designated for cutting which meet minimum piece specifications in 2.2 Utilization regardless of merchantability. Also, all trees marked with orange paint are to be cut regardless of species and merchantability.

#### 2.1.5 - Overstory removal unit(s) (12/08)

Within Payment Unit(s) 1, all Jack Pine, Red Pine, White Pine and Oak with DBH equal to or greater than 8 inches which meet minimum piece specifications in 2.2 Utilization, are designated for cutting.

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

Note that the orange paint used to mark this sale looks similar to the red paint used for the sale boundary.

#### 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 unless approved by the Unit Manager or his/her representative.

# 2.2.10 - No chipping tops and limbs (12/08)

Within Payment Unit(s) 2, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less then 2-inches in diameter is not permitted. 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 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 5% 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 \$500.00 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 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 dispersed throughout the sale.

#### 4.1.11 - Permits (5/07)

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

### 4.1.12 - No new roads (6/10)

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

#### 4.2 - Maintenance

#### 4.2.5 - 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 to determine landing locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 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

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

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

### 5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 20 feet inside the sale boundary within Payment Unit 2. Slash cannot be piled or placed near 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

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

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.

### 5.2.29 - 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.

#### 5.2.39 - ORV trail/route protection (1/09)

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

### 5.2.41 - Snowmobile trail protection (8/09)

The Snowmobile trail number 6 is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile 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.

### 6 - Safety and Fire Prevention

# 6.2 - Signing

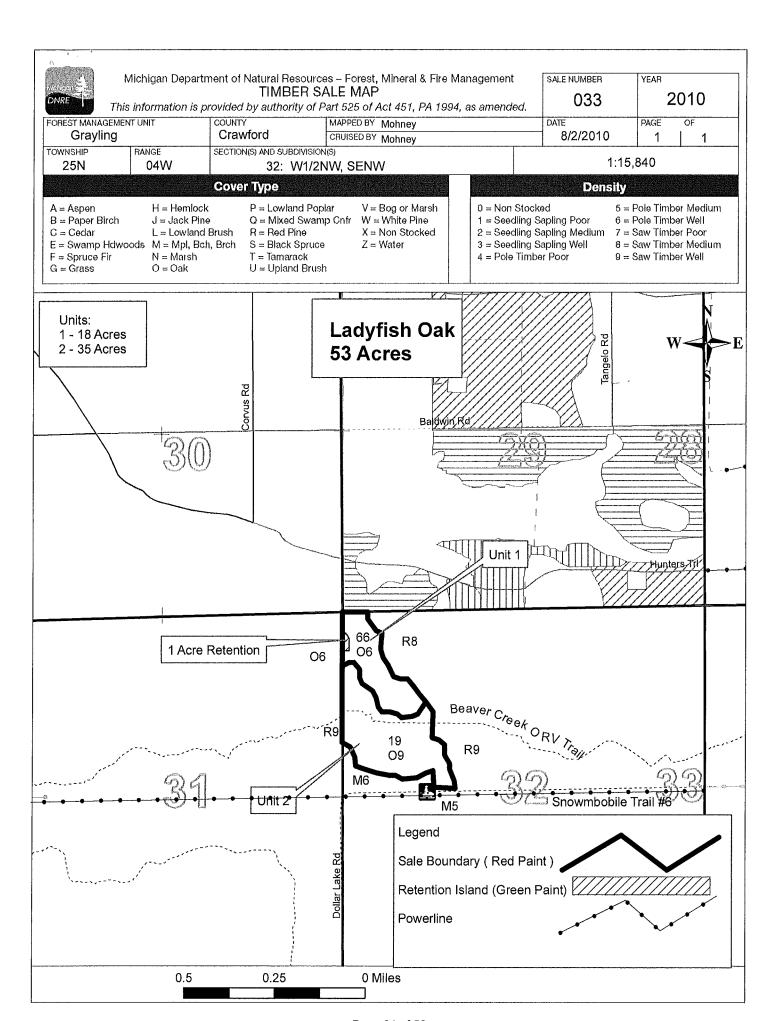
### 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on Snowmobile Trail 6 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.

# 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on The Beaver Creek 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.

Section Name: Sale Specific Current as of 3/29/2011 10:07:11AM



# MR LIMPETT MIX (72-034-10-01)

T25N. R04W. SEC.32.

CRAWFORD COUNTY (Advertised Price \$20,214.00)

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

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	AD\	/ERTISED PRICE
Sawlogs			
Red Pine	104.40 MBF	\$	159.00/MBF
Pulpwood			
Red Pine	91.00 Cords	\$	26.90/Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,166.50:

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	AD\	/ERTISED PRICE
Pulpwood			
Mixed Aspen	63.00 Cords	\$	11.10/Cord
Mixed Oak	5.00 Cords	\$	10.60/Cord
Red Maple	76.00 Cords	\$	5.45/Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 16.31 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 must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE 01 25%

02 75%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2013.

# Sale Name: Mr Limpett Mix Sale Number: 72-034-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. The two-track road between units 1 and 2 is the payment unit boundary. There is no paint to designate this, only the road. Do not cut painted boundary line trees unless also marked with orange paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, all Jack pine, Aspen, Red maple trees and tees marked with orange paint are designated for cutting regardless of merchantability.

#### 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

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

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.1.11 - Permits (5/07)

The Purchaser will secure any necessary highway and Powerline Right of way permits that may be required.

### 4.1.12 - No new roads (6/10)

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

# 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.

# 5.2 - Conduct of Operations

#### 5.2.1 - Slash

### 5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary. Slash cannot be piled or placed near 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, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

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

#### 5.2.29 - 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.

### 5.2.39 - ORV trail/route protection (1/09)

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

### 5.2.41 - Snowmobile trail protection (8/09)

Trail 6 is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. 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. 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.

### 6 - Safety and Fire Prevention

### 6.2 - Signing

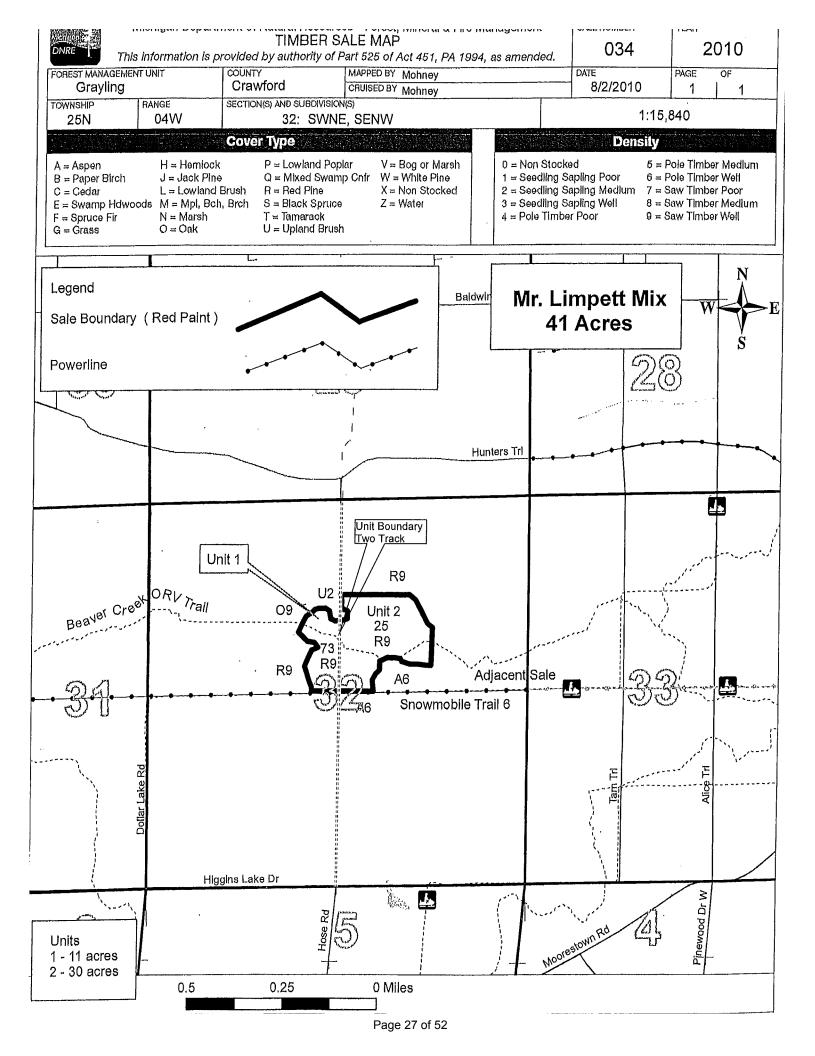
# 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on Trail 6 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.

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

The Purchaser is responsible for posting and maintaining caution signs on Beaver Creek 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.

Section Name: Sale Specific Current as of 3/29/2011 11:26:45AM



# VARIABLE TREATMENT OAK (72-035-10-01)

T25N, R04W, SEC,31,

CRAWFORD COUNTY (Advertised Price \$29,503.85)

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

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Mixed Oak	111.60 MBF	\$	138.00/MBF
Pulpwood			
Mixed Oak	1,146.00 Cords	\$	10.45/Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,127.35:

<u>ADV</u>	ERTISED PRICE
\$	10.65/Cord
\$	12.65/Cord
\$	5.65/Cord
\$	3.75/Cord
	\$ \$ \$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.46 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 must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

., .,	
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	6%
02	7%
03	20%
04	39%
05	28%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

Sale Name: Variable Treatment Oak Sale Number: 72-035-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint. Do not cut painted boundary line trees unless also marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 4, cut all trees which meet minimum piece specifications in 2.2 Utilization, with the exception of green painted retention areas. Retention areas identified with green paint, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 1 and 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition to orange marked trees, all Aspen and Red Maple are to be harvested regardless or merchantability. Leave White and Red Pine.

# 2.1.7 - Leave tree marked unit(s) (10/09)

Within Payment Unit(s) 3 and 5, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except White Pine and trees marked with Green paint above and below stump height. Green painted trees are to be protected and left undamaged during operations.

#### 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.

#### 2.2.4 - Skidding length (2/09)

Skidding of unlimbed tops or lengths over 17 feet is not permissible in Payment Units 1 and 2, 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) 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 2.5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in

accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.1.12 - No new roads (6/10)

No new roads will be permitted and all operations are limited to existing roads. Skid trails only will be allowed.

#### 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.

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins.

### 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 to determine landing and road locations.

### 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

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

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

# 5.2.1.8 - Slash height (12/08)

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

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

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

### 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 (6/10)

Within Payment Unit(s) 1, 2, 3, 4, and 5, 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.

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

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

#### 5.2.39 - ORV trail/route protection (1/09)

An ORV trail enters both Payment Units 3 and 5, as 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. Within Payment Unit 5 all trees are to be left within pink painted ORV trail buffer, as pointed to on Timber Sale Map.

### 5.2.41 - Snowmobile trail protection (8/09)

S County Line Rd SE is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. 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. 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)

In addition, operations are to cease immediately if equipment and weather conditions result in rutting on 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 roads 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.

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

The Purchaser is responsible for posting and maintaining caution signs on snowmobile and ORV trails 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.

Section Name: Sale Specific Current as of 3/16/2011 3:05:03PM

#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management SALE NUMBER YEAR TIMBER SALE MAP 2010 035 This information is provided by authority of Part 525 of Act 451, PA 1994, as amended. MAPPED BY Joe Ventimiglia FOREST MANAGEMENT UNIT COUNTY DATE OF **Grayling Unit** Crawford CRUISED BY Ventimiglia, Merrick 8/5/10 1 SECTION(S) AND SUBDIVISION(S) TOWNSHIP RANGE 1:15,840 31. SW1/4, N1/2 NW, N1/2 NE, NESE T25N R04W Cover Type Density A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch W = White Pine 1 = Seedling Sapling Poor J = Jack Pine Q = Mixed Swamp Cnfr 6 = Pole Timber Well C = CedarL = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor E = Swamp Hdwoods M = Mpl, Bch, Brch 3 = Seedling Sapling Well S = Black Spruce Z = Water8 = Saw Timber Medium 4 = Pole Timber Poor F = Spruce Fir N = Marsh T = Tamarack 9 = Saw Timber Well G = Grass O = Oak U = Upland Brush Variable Treatment Oak(93 Acres) PU1 - 14 Acres PU2 - 22 Acres PU3 - 31 Acres PU4 - 12 Acres PU5 - 14 Acres PU2 Oak Thinnings 04 02 **S7** PU1 / PU2 Final Harvest 06 PU4 PU 4 09 PU<sub>1</sub> A6 09 Legend Access Roads(Two Track) Sale Boundary(Red Paint) A6 Retention Islands (Green Paint) PU5 W9 **ORV Trail Buffer** 09 **S36** ORV Trail Buffer (Pink Paint) Identified with Text - @-Powerlines 09 PU3 Oak Shelterwood Snowmobile Trail <sup>I</sup>S39 PU3 / PU5 Α4 Identified with Text 09 А3 Higgins Lake Dr S County Line Rd SE 09 Snowmobile Trail 0.5 0.25 Miles

#### IN THE VALLEY JACK (72-624-10-01)

T27N, R02W, SEC.28; T27N, R02W, SEC.29.

CRAWFORD COUNTY (Advertised Price \$23,336.05)

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

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE	
Sawlogs			
Jack Pine	75.00 MBF	\$	50.00/MBF
Mixed Oak	22.00 MBF	\$	150.00/MBF
Pulpwood			
Jack Pine	498.00 Cords	\$	24.85/Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,910.75:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE	
Pulpwood			
Mixed Aspen	82.00 Cords	\$	14.05/Cord
Mixed Oak	102.00 Cords	\$	13.45/Cord
Red Maple	48.00 Cords	\$	6.90/Cord
Red Pine	31.00 Cords	\$	34.05/Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 12.08 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 must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

,,	
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	45%
02	35%
03	20%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

Sale Name: In The Valley Jack Sale Number: 72-624-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2 and 3, 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 meet National Guard requirements. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash left in Military training areas.

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

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

# 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

### 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/05)

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

Within the sale area, if more than 20% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300.00 per acre for all acreage within that specified portion of the sale area that was damaged.

# 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 or utilized.

### 4.1.11 - Permits (5/07)

The Purchaser will secure any necessary highway 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.

### 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.

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

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

### 5.2 - Conduct of Operations

### 5.2.3 - Operating Restrictions

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

Operations on this contract will 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.

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

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

### 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 the two track trail traversing through the sale area prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

### 7 - Other Conditions

#### 7.10 - Certified Timber

### 7.10.1 - Non-certified timber (12/05)

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

Section Name: Sale Specific Current as of 3/24/2011 2:45:03PM

Michigan Department of Natural Resources - Forest, Mineral & Fire Management SALE NUMBER YEAR TIMBER SALE MAP 2010 72-624 This information is provided by authority of Part 525 of Act 451, PA 1994, as amended. FOREST MANAGEMENT UNIT COUNTY MAPPED BY Craig Farrer DATE PAGE OF Crawford Grayling 4/06/2010 CRUISED BY Craig Farrer TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S) 1:15,840 R 02 W T 27 N SEC 28 S1/2NW, W1/2SW & NESW and  $\,$  SEC 29 SESE **Cover Type** Density A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium W = White Pine B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr 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 = OakU = Upland Brush 7226 72255 201 2008 Ketcham Truck Trl IN THE VALLEY JACK 63 Acres Legend Sale Boundary (Red) Unit Line (Yellow) J1 **Retention Patches** (Green) Unit 1 02 Two Track Rd N Stephan Bridge Rd 722: (0)72256 201 2010 J6 09 O5 Acreage Unit 2 Unit 1 = 29 J1 Unit 2 = 22 09 Unit 3 = 12 Unit 3 J6 72257 2004 722 20' 0.25 0 Miles 0.5

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upon

### **BID FORM**

### VALLEY PINE (72-029-10-01) T27N, R04W, SEC.08; T27N, R04W, SEC.09; CRAWFORD COUNTY

In response to the notice of sale to be held 3:00PM on May 03, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	ESTIMATED VOLUME* ADVERTISED PRICE		VERTISED PRICE	BID PR	RICE
Sawlogs						
Red Oak	15.80	MBF	\$	258.00 / MBF	\$	/ MBF
Pulpwood	007.00	Carda	•	20.05 / 0	<b>c</b>	/ Cond
Red Pine	827.00		\$	32.25 / Cord	Φ	/ Cord
In addition, the successful bidde	agrees to purchase	the following	species at t	the indicated advertised	d price for a to	tal value of \$9,076.90 :
PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>A</u> [	VERTISED PRICE		
Sawlogs						
Jack Pine	14.60		\$	39.00 / MBF		
Red Pine	17.70	MBF	\$	181.00 / MBF		
Pulpwood	5.00	0 1	_	40.05 / 0		
B. T. Aspen		Cords	\$	10.65 / Cord		
Jack Pine	164.00		\$	10.95 / Cord		
Red Maple		Cords	\$	5.35 / Cord		
Red Oak	119.00		\$	25.95 / Cord		
White Oak	23.00	Cords	\$	3.15 / Cord		
adjustment. Prospective bidders I understand that any or all bids understand that consideration ar equipment and staffing subject to	may be rejected. All awarding a contract	bids must be	signed and	all bid items must be b	id or the bid fo	orm may be rejected. I also
FEDERAL ID:		or SOCIAL S	ECURITY N	NUMBER:		_
Company or individua	I biddina:					
Company representative's name: Address:						
City:	State	:	Zip:			
IF AVAILABLE, PLEASE PLACE	THE PERSONALIZ	ED LABEL FF	ROM YOUR	PROSPECTUS IN TH	E ABOVE BC	)X.
Individual or company represent					Date:	
Phone number :			ail (optional	_		
I HOHE HUHHDEL.			ลแ เบมแบเโส	1.		



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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.
Ple	ease Check Appropriate Categories:	
1.	My business is organized as (you <b>must</b> check <u>one</u> of the A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	e boxes below):
2.	Worker's Compensation Laws.  B.	it has no employees but the sole proprietor. I am not subject to the to the Worker's Compensation Act through the use of an approved ride a copy of the Notice of Exclusion within 21 days of the contract use call the Worker's Compensation Bureau at 517-322-1195). On Policy. I will provide an original Certificate of Insurance within 21 of the number of <b>both</b> full-time and part-time employees, other ners (if none, you must enter "0").
	Full-time Employees	Part-time Employees
Vam	ne of Business	Federal ID (or) Social Security No.
Addr	ress	Telephone ( )
City	State	ZIP
) 	ereby certify that the above information is true and correct our in factors affecting my coverage during any of my pres Signature of Owner or Authorized Representative	t. I agree to notify the Michigan DNRE of any changes that sent and future operations.

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

### **BID FORM**

## OLIVE OAK (72-032-10-01) T25N, R04W, SEC.32; CRAWFORD COUNTY

In response to the notice of sale to be held 3:00PM on May 03, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOL	JME* A	DVERTISED PRICE	BID PRICE	
Sawlogs					
Mixed Oak	64.10 MBF	\$	159.00 / MBF	\$	/ MBF
Pulpwood					
Mixed Oak	69.00 Core	ds \$	11.80 / Cord	\$	/ Cord
Red Maple	158.00 Cord	ds \$	6.25 / Cord	\$	/ Cord
Red Pine	26.00 Core	ds \$	29.45 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$141.95:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	AD'	VERTISED PRICE
Pulpwood			
Mixed Aspen	17.00 Cords	\$	8.35 / Cord

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

	FEDERAL ID:	or SOCIAL SECU	URITY NUMBER:			
	Company or individual bidding:					
	Company representative's name:					
	Address:			_		
	City:	State:	Zip:			
IF AVAIL	ABLE, PLEASE PLACE THE PERSC	NALIZED LABEL FROM	I YOUR PROSPECTUS IN	THE ABOVE BOX.		
Individual	lividual or company representative's signature: Date:					
Phone nu	ımber :	Email (	optional):			

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 24.75 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.



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

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

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

Signature of Owner or Authorized Representative

Title

### Part 525 of Act 451 of 1994, as amended. VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation You must check one of the boxes below: A. 🔲 I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone City State ZIP I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

### **BID FORM**

### <u>LADYFISH OAK (72-033-10-01)</u> T25N, R04W, SEC.32; CRAWFORD COUNTY

In response to the notice of sale to be held 3:00PM on May 03, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE	
Sawlogs						
Mixed Oak	75.00	MBF	\$	149.00 / MBF	\$	/ MBF
Red Maple	27.20	MBF	\$	66.00 / MBF	\$	/ MBF
Pulpwood						
Jack Pine	38.00	Cords	\$	16.25 / Cord	\$	/ Cord
Mixed Aspen	96.00	Cords	\$	11.85 / Cord	\$	/ Cord
Mixed Oak	145.00	Cords	\$	11.35 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,716.85:

PRODUCTS & SPECIES	<b>ESTIMATED</b>	<b>VOLUME*</b>	ADV	ERTISED PRICE
Sawlogs				
Jack Pine	7.90	MBF	\$	35.00 / MBF
Mixed Aspen	18.40	MBF	\$	40.00 / MBF
White Pine	22.90	MBF	\$	44.00 / MBF
Pulpwood				
Red Maple	147.00	Cords	\$	5.85 / Cord
Red Pine	16.00	Cords	\$	28.80 / Cord
White Pine	94.00	Cords	\$	4.00 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.64 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.

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 SEC	JRITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:_			
	Address:			
	City:	_ State:	Zip:	
F AVAIL	ABLE, PLEASE PLACE THE PERSO	ONALIZED LABEL FROM	1 YOUR PROSPECTUS IN 1	HE ABOVE BOX.
ndividua	I or company representative's signat	ure:		Date:
Phone nu	umber :	Email (	optional):	



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

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

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

Signature of Owner or Authorized Representative

Title

### VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation You must check one of the boxes below: A. 🔲 I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone City State ZIP I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

**GRAYLING MANAGEMENT UNIT GRAYLING OFFICE** 

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

### **BID FORM**

### MR LIMPETT MIX (72-034-10-01) T25N, R04W, SEC.32; CRAWFORD COUNTY

In response to the notice of sale to be held 3:00PM on May 03, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	AD\	/ERTISED PRICE	<b>BID PRICE</b>	
Sawlogs						
Red Pine	104.40	MBF	\$	159.00 / MBF	\$	/ MBF
Pulpwood Red Pine	91.00	Cords	\$	26.90 / Cord	\$	/ Cord
In addition, the successful bidder agree	ees to purchase	the following spec	ies at th	e indicated advertis	ed price for a total val	ue of \$1,166.50 :
PRODUCTS & SPECIES	ESTIMATED	VOLUME*	AD\	/ERTISED PRICE		
Pulpwood	62.00	Cords	æ	11 10 / 0 and		
Mixed Aspen Mixed Oak		Cords	\$ \$	11.10 / Cord 10.60 / Cord		
Red Maple		Cords	э \$	5.45 / Cord		
adjustment. Prospective bidders are I understand that any or all bids may understand that consideration and aw equipment and staffing subject to my	be rejected. All l	oids must be signe	ed and a	II bid items must be	bid or the bid form m	ay be rejected. I also
FEDERAL ID:		or SOCIAL SECU	RITY N	JMBER:		
Company or individual bide	ding:					
Company representative's	name:					
Address:						
City:	State	:	Zip:			
IF AVAILABLE, PLEASE PLACE THE	E PERSONALIZI	ED LABEL FROM	YOUR I	PROSPECTUS IN 1	THE ABOVE BOX.	
Individual or company representative	's signature:				Date:	
Phone number :		Email (o	ptional):			



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

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

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

Signature of Owner or Authorized Representative

Title

### VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation You must check one of the boxes below: A. 🔲 I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone City State ZIP I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

### **BID FORM**

### VARIABLE TREATMENT OAK (72-035-10-01) T25N, R04W, SEC.31; CRAWFORD COUNTY

•	e of sale to be held 3:00PM of s for individual species must b	•			•	,	iorest
PRODUCTS & SPECIE Sawlogs	<u>S</u> <u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PR	ICE	
Mixed Oak	111.60	MBF	\$	138.00 / MBF	\$	/ MBF	
Pulpwood			•		-		
Mixed Oak	1,146.00	Cords	\$	10.45 / Cord	\$	/ Cord	
In addition, the success	ful bidder agrees to purchase	the following s	pecies at tl	ne indicated advertis	ed price for a to	tal value of \$2,127.3	5 :
PRODUCTS & SPECIE Pulpwood	<u>S</u> <u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE			
B. T. Aspen	66.00	Cords	\$	10.65 / Cord			
Mixed Aspen	51.00	Cords	\$	12.65 / Cord			
Red Maple	122.00		\$	5.65 / Cord			
White Pine	24.00	Cords	\$	3.75 / Cord			
-	all bids may be rejected. All eration and awarding a contract subject to my control.		•				
FEDERAL ID	:	or SOCIAL SE	CURITY N	IUMBER:			
Company or	individual bidding:						
Company rep	oresentative's name:						
Address:							
City:	State	e:	Zip:				
IF AVAILABLE, PLEAS	E PLACE THE PERSONALIZ	ED LABEL FR	OM YOUR	PROSPECTUS IN T	HE ABOVE BO	X.	
Individual or company re	epresentative's signature:				Date:		
Phone number :		Ema	il (optional)	):			_



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

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

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

# 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.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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.   Lectify 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.   Certiffy 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	•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 2 days of the contract award and prior to the issuance of the timber sale contract.	21
1. My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. Sole Proprietorship (individual)  B. Partnership  C. Corporation  2. You <b>must</b> check <u>one</u> 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 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 <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").	•	All Information must be typed or printed except for written signatures.	
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A.	1.	A. Sole Proprietorship (individual)  B. Partnership	
than yourself, including family members and active partners (if none, you must enter "0"). Full-time EmployeesPart-time Employees  Name of Business Federal ID (or) Social Security No.  Address Telephone ( )  City State ZIP  I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative	2.	<ul> <li>A.  ☐ I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B. ☐ I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approve Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contral award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. ☐ I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 20.</li> </ul>	ed act
Address  Telephone ( )  City  State  ZIP  I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative	3.	than yourself, including family members and active partners (if none, you must enter "0").	∍r
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Signature of Owner or Authorized Representative	City	ty State ZIP	
Title Date	000	ccur in factors affecting my coverage during any of my present and future operations.	- Pro-
	-	Title Date	

**BID PRICE** 

\$\_\_\_\_\_ / MBF \$\_\_\_\_\_ / MBF

PRODUCTS & SPECIES

Jack Pine

Mixed Oak

Sawlogs

Pulpwood

### **BID FORM**

### <u>IN THE VALLEY JACK (72-624-10-01)</u> T27N, R02W, SEC.28; T27N, R02W, SEC.29; CRAWFORD COUNTY

\$

ADVERTISED PRICE

50.00 / MBF 150.00 / MBF

In response to the notice of sale to be held 3:00PM on May 03, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

ESTIMATED VOLUME\*

75.00 MBF

22.00 MBF

Phone number : Email (optional):

Jack Pine		498.00	Cords	\$	24.85 / Cord	\$	/ Cord	
In addition, the	successful bidder agrees	to purchase	the following spec	ies at the	e indicated advertis	ed price for a to	otal value of \$3,910.7	5 :
PRODUCTS & Pulpwood	<u>SPECIES</u> <u>E</u>	STIMATED	VOLUME*	ADV	ERTISED PRICE			
Mixed Asp	en	82.00	Cords	\$	14.05 / Cord			
Mixed Oak		102.00	Cords	\$	13.45 / Cord			
Red Maple		48.00	Cords	\$	6.90 / Cord			
Red Pine		31.00	Cords	\$	34.05 / Cord			
adjustment. Pro	re statistically estimated vospective bidders are urgenated any or all bids may be recorded.	ed to examin ejected. All	e this timber and to	o make ted and a	their own estimates Il bid items must be	of quantity and bid or the bid for	I quality. orm may be rejected.	l also
	t consideration and award staffing subject to my con	•	t will be based up	on my pa	ast performance an	d ability to comp	plete the contract bas	ed upon
FED	ERAL ID:		or SOCIAL SECU	RITY NU	JMBER:		_	
Com	pany or individual bidding							
	pany representative's nan							
Addr	ess:							
City:		State	:	Zip:				
IF AVAILABLE,	PLEASE PLACE THE PE	RSONALIZI	ED LABEL FROM	YOUR F	PROSPECTUS IN 1	THE ABOVE BC	 DX.	
	mpany representative's si					Date:		
individual of Co	inpany representative s si	gnatur <del>e</del>						_



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

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

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

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

Date

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that

occur in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title