

# DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS (4482)**

SCHEDULED SALE DATE AND TIME: 3:00PM on November 08, 2011.

LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

PROSPECTUS NOTE: Note that most of the sales in this prospectus have special conditions, time constraints, and/or short durations. Please read the specifications carefully.

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

COMPT 207 & 208 BBD (72-003-11-01) / T27N, R04W, SEC.01, W1/2NW.

T27N, R04W, SEC.02, E1/2NE.

T27N, R04W, SEC.12, SWNE, SE1/4, S1/2SW, N1/2NW.

CRAWFORD COUNTY (Advertised Price \$24,934.30), 118.0 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.

BEECH BARK 207 (72-011-11-01) / T27N, R03W, SEC.01, SWSW.

T27N, R03W, SEC.12, NW1/4, SWNE.

CRAWFORD COUNTY (Advertised Price \$25,373.50), 78.0 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.

CATTLE PIT JACK (72-017-10-01) / T28N, R02E, SEC.25, E1/2SE, S1/2SW, SWSE.

T28N, R02E, SEC.36, N1/2NW, N1/2NE, SENW.

T28N, R03E, SEC.30, W1/2SW.

OSCODA COUNTY (Advertised Price \$14,014.90), 124.0 Acres

SALE NOTE: This is a short duration sale and there will be no extensions. 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.

STEEP PIPELINE OAK/ASPEN (72-031-10-01) / T28N, R03E, SEC.29, NWSW, SWNW, SENW.

T28N, R03E, SEC.30, NESE, SENE.

OSCODA COUNTY (Advertised Price \$15,589.95), 48.0 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.

BUSTED RAMPS JACK (72-037-10-01) / T26N, R01E, SEC.01, N1/2 OF N1/2, SENW.

OSCODA COUNTY (Advertised Price \$17,033.60), 99.0 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.

THREE MEN AND THE WARBLER (72-044-10-01) / T26N, R03W, SEC.23, NE1/4, SE1/4, NW1/4 & NESW. T26N, R03W, SEC.24, W1/2NW.

CRAWFORD COUNTY (Advertised Price \$111,003.25), 301.0 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. 10/20/2011):

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

Bids must be received by the Unit Manager, GRAYLING OFFICE, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738, no later than 3:00PM on November 08, 2011. For further information concerning this sale, contact Susan Thiel at 989-348-6371.

# 2. Bidder's Qualifications (6/11)

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 DNR/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 (6/11)

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

# 5. Public Opening of Sealed Bids (1/11)

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

# 6. Award of Contract (1/11)

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

# 7. Down Payment (1/11)

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

# 8. Performance Security (1/11)

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

# 9. Timber Sale Contract (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 (10/11)

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 Pure 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

#### COMPT 207 & 208 BBD (72-003-11-01)

T27N, R04W, SEC.01; T27N, R04W, SEC.02; T27N, R04W, SEC.12. CRAWFORD COUNTY (Advertised Price \$24,934.30)

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*	<u>ADV</u>	ERTISED PRICE
Sawlogs Beech	122.00 MBF	\$	84.00 / MBF
Pulpwood	000.00		10.00 (0.1
Beech	823.00 Cords	\$	10.30 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$6,209.40:

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	AD\	/ERTISED PRICE
Sawlogs			
Red Maple	12.00 MBF	\$	92.00 / MBF
Sugar Maple	10.00 MBF	\$	213.00 / MBF
Pulpwood			
B. T. Aspen	160.00 Cords	\$	9.95 / Cord
Red Maple	110.00 Cords	\$	3.35 / Cord
Sugar Maple	199.00 Cords	\$	5.10 / Cord
Red Maple Sugar Maple Pulpwood B. T. Aspen Red Maple	10.00 MBF 160.00 Cords 110.00 Cords	\$ \$ \$	213.00 / MBF 9.95 / Cord 3.35 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 17.36 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 **\$1,300.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 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	17%
02	13%
03	27%
04	22%
05	21%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2013.

Sale Name: Compt 207 & 208 Bbd Sale Number: 72-003-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary and payment unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. 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

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

Within Payment Unit(s) 1-5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all apsen.

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

Note that nine cords of quaking aspen was added to big tooth aspen volume total, and black cherry and ironwood pulpwood was added to the red maple pulpwood volume.

#### 2.2 - Utilization

# 2.2.2 - Chipping required (1/11)

This area must be chip harvested to facilitate eradication of the beech bark disease. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. No woody debris present on the ground at the start of the sale may be chipped.

# 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

#### 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 25% of the tree seedlings or saplings (1/4" to 2" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged. In addition any seedling or sapling damaged during logging operation must be cut and laid flat.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 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

#### 4.1.11 - 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. All operations are limited to existing roads. Skid trails only will be allowed.

#### 4.2 - Maintenance

# 4.2.3 - Road maintenance (9/08)

The following road maintenance along Batterson road or the snowmobile trail may be needed: Grading, or fill material as needed to shape up the roads during logging activities and after forest products have been hauled off site.

# 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 each sale Payment Unit 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 (6/11)

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

# 5.2 - Conduct of Operations

# 5.2.2 - 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

# 5.2.3.9 - Beech hauling restriction (3/11)

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

# 5.2.4 - Dead and Down Creation

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

Cut and leave 2-5 sub-merchantable trees per acre.

# 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Batterson Road or the snowmobile trail.

# 5.2.41 - Snowmobile trail protection (9/11)

The #7 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. The snowmobile trail may only be crossed at right angles. 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.

# 5.4.2 - Skid trails (2/04)

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

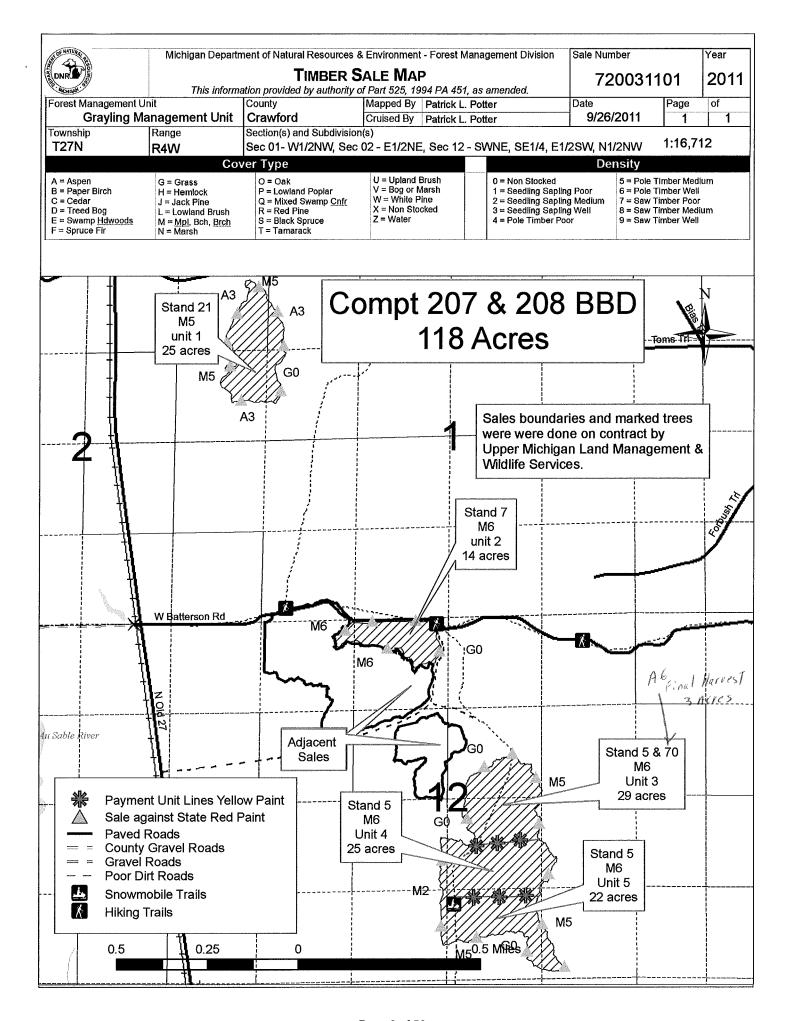
# 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on Snowmobile Trail Number 7 which is also Batterson Road 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.

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#### BEECH BARK 207 (72-011-11-01)

T27N, R03W, SEC.01; T27N, R03W, SEC.12.

CRAWFORD COUNTY (Advertised Price \$25,373.50)

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*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Mixed Hardwood	125.00 MBF	\$	95.00 / MBF
Pulpwood			
Mixed Aspen	423.00 Cords	\$	12.00 / Cord
Mixed Hardwood	1,123.00 Cords	\$	7.50 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 12.36 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 **\$1,300.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 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 VALU
01	22%
02	47%
03	31%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2012.

Sale Name: Beech Bark 207 Sale Number: 72-011-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. 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

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

Within Payment Unit(s) 1-3, 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. Exception: Do not cut any oak, pine, or trees marked with green paint above and below stump heigth.

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

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

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (1/11)

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

# 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall be cut as low to the ground as possible. Unless approved by the Unit Manager or his/her representative stump heights shall not exceed 6 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

# 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 25% of the tree seedlings or saplings (1/4" to 2" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 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

# 41 - Construction

# 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

# 5.1.1 - 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 (6/11)

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

# 5.2 - Conduct of Operations

# 5.2.3 - Operating Restrictions

# 5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1-3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of May 1 and August 31. This restriction is avoid nutrient depletion in the remaining rooting system.

# 5.2.3.9 - Beech hauling restriction (12/09)

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

#### 5.2.32 - Decking/landing restoration (9/10)

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

### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Batterson Road

#### 5.4 - Soil Protection

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

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

# 5.4.2 - Skid trails (2/04)

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

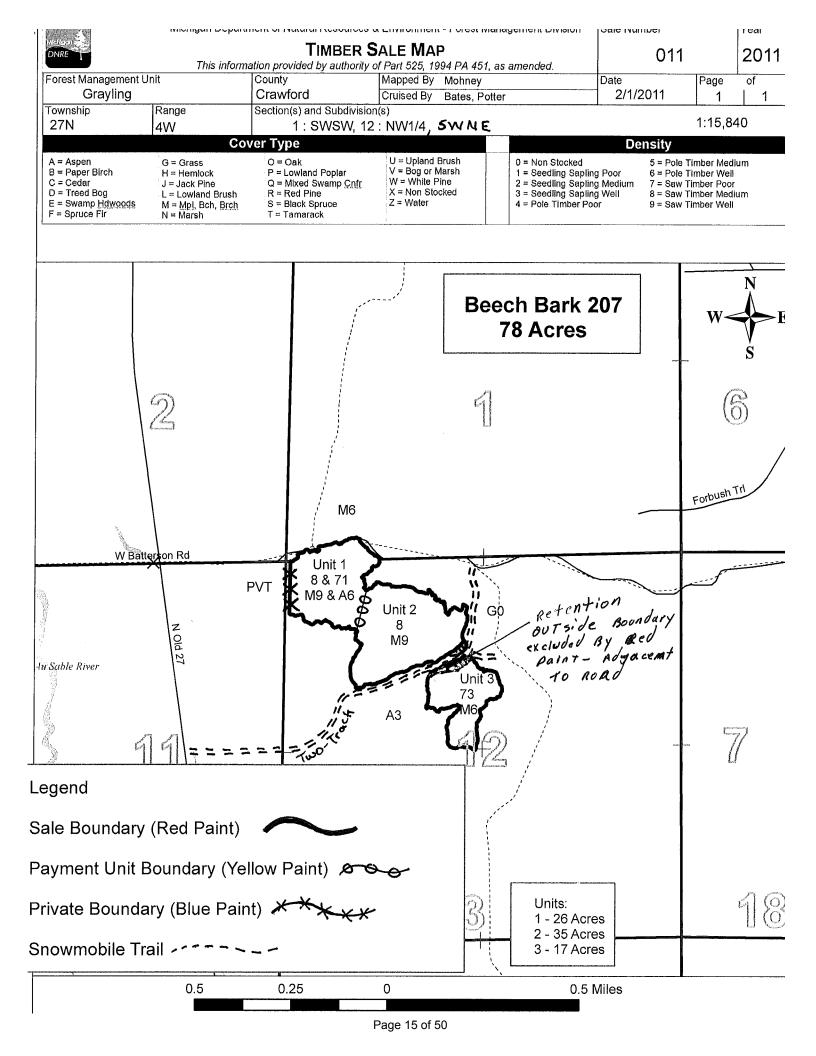
# 6 - Safety and Fire Prevention

# 6.2 - Signing

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on Snowmobile Trail Number 7 which is also Batterson Road 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 10/13/2011 2:17:30PM



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#### CATTLE PIT JACK (72-017-10-01)

T28N, R02E, SEC.25; T28N, R02E, SEC.36; T28N, R03E, SEC.30.
OSCODA COUNTY (Advertised Price \$14,014.90)

SALE NOTE: This is a short duration sale and there will be no extensions. 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*	ADV	ERTISED PRICE
Pulpwood			
Jack Pine	768.00 Cords	\$	10.80 / Cord
Red Pine	142.00 Cords	\$	32.00 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,176.50:

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Aspen	94.00 Cords	\$	10.00 / Cord
Mixed Hardwood	43.00 Cords	\$	5.50 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 13.69 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of **\$1,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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:

(c) i ajinishi isi sashi si ans ishishinig aniks ina	or so made serere eating segme in that arms
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	16%
02	11%
03	60%
04	9%
05	4%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 04/30/2012.

### Sale Name: Cattle Pit Jack Sale Number: 72-017-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Do not cut painted boundary line trees.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, 4 and 5, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. In addition, in unit 1, leave all red pine greater than 16 inches dbh and leave all oak greater than 8" in diameter. Do not enter RETENTION islands which are marked with green paint.

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

Note that mixed hardwood includes red maple and cherry.

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

Cut and remove all standing dead trees within 100 feet of the cleared portion of designated county roads. These cut snags may be utilized.

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

# 4 - Transportation

#### 4.1 - Construction

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

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be chipped, utilized or otherwise removed from the sale. Stumps may also be used to block access to the sale area once completed.

### 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.

#### 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

# 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.

# 5.1.4 - 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

# 5.2.2 - 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.

# 5.2.29 - Shrub protection (9/07)

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

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

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

#### 5.4 - Soil Protection

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

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

# 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 N. Mt. Tom Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

#### 7 - Other Conditions

# 7.2 - Extensions

#### 7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract. The area is scheduled to have a prescribed burn conducted in the Spring of 2012.

Section Name: Sale Specific Current as of 10/21/2011 4:10:01PM

#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management SALE NUMBER YEAR TIMBER SALE MAP 017 2010 This information is provided by authority of Part 525 of Act 451, PA 1994, as amended. FOREST MANAGEMENT UNIT COUNTY MAPPED BY Patrick A. Mohney DATE PAGE OF Grayling Oscoda 9/26/2011 CRUISED BY Patrick A. Mohney TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S) 1:15,840 28N 2E, 3E 25: E1/2SE, S1/2SW, SWSE 30: W1/2SW 36: N1/2NW, SWSE 30 W1/2SW 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 = Water3 = Seedling Sapling Well 8 = Saw Timber Medium F = Spruce Fir N = MarshT = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well O = OakU = Upland Brush G = Grass **Cattle Pit Jack** Units 124 Acres 1 - 10 Acres 2 - 15 Acres 3 - 54 Acres RETENTA 4 - 33 Acres 15CAN 5 - 12 Acres G0 L Unit 1 RETENTION ISLAND RETENTI G0 13CAN Unit 3 34 **T6** Unit 4 U2 RETENTION ISLAND Jnit 5 G0 G<sub>0</sub> Legend Sale Boundary (Red Line) Private Boundary (Blue Line) Poor Dirt Road 0.5 0.25 0 Miles

#### STEEP PIPELINE OAK/ASPEN (72-031-10-01)

T28N, R03E, SEC.29; T28N, R03E, SEC.30.

OSCODA COUNTY (Advertised Price \$15,589.95)

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			
B. T. Aspen	32.60 MBF	\$	49.00 / MBF
Red Oak	18.20 MBF	\$	232.00 / MBF
Pulpwood			
B. T. Aspen	310.00 Cords	\$	10.50 / Cord
Red Oak	219.00 Cords	\$	21.35 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,839.50:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE	
Pulpwood			
Beech	67.00 Cords	\$	8.85 / Cord
Paper Birch	26.00 Cords	\$	4.65 / Cord
Red Maple	160.00 Cords	\$	5.90 / Cord
Red Pine	7.00 Cords	\$	25.95 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 17.02 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of **\$1,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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 58%

02 42%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2013.

Sale Name: Steep Pipeline Oak/aspen Sale Number: 72-031-10-01

#### 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 exterior boundary line trees unless also marked with orange paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut if also marked with orange or if they are designated in spec. 2.1.3. Retention areas are bounded by green paint.

# 2 - Timber Specifications

# 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all aspen, red maple, beech, and paper birch are also designated for harvest regardless of merchantability. Do not cut GREEN marked trees or GREEN marked islands. Green retention islands are shown on the timber sale map. Futher do not cut any HEMLOCK.

#### 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.

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

Within Payment Unit(s) 1 and 2, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

# 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

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

# 3.4 - Damaged Timber

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

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

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

# 4 - Transportation

# 4.1 - Construction

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

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road

maintenance or construction, including stumps, shall be dispersed throughout the sale.

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

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

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

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

The sale will require a road be constructed from Bailey Rd. pushing south to access the northwest boundary of the sale. This road can be used by trucks or used as a forwarding route back to the landing. The access route possibilities are shown on the timber sale map and should be scouted out by the producer involved prior to operations.

#### 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.

# 5 - Operations

# 5.1 - Notification

# 5.1.1 - Pre-sale conference (12/08)

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

### 5.1.4 - Post-sale conference (9/09)

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

#### 5.1.6 - 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

# 5.2.1.1 - 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.

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

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

# 5.2.2 - Hazard Trees/Snags

# 5.2.2.1 - Den trees (2/04)

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

# 5.2.3 - Operating Restrictions

#### 5.2.3.4 - 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 where possible. These woody-shrub plants are highly beneficial to various wildlife species.

# 5.2.31 - Landing locations (10/09)

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

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

A ORV trail exists on the northwest edge of the sale as shown on the timber sale map, as a result 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, although skidding across the trail is necessary.

#### 5.4 - Soil Protection

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

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

# 5.4.4 - Slope protection (2/04)

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

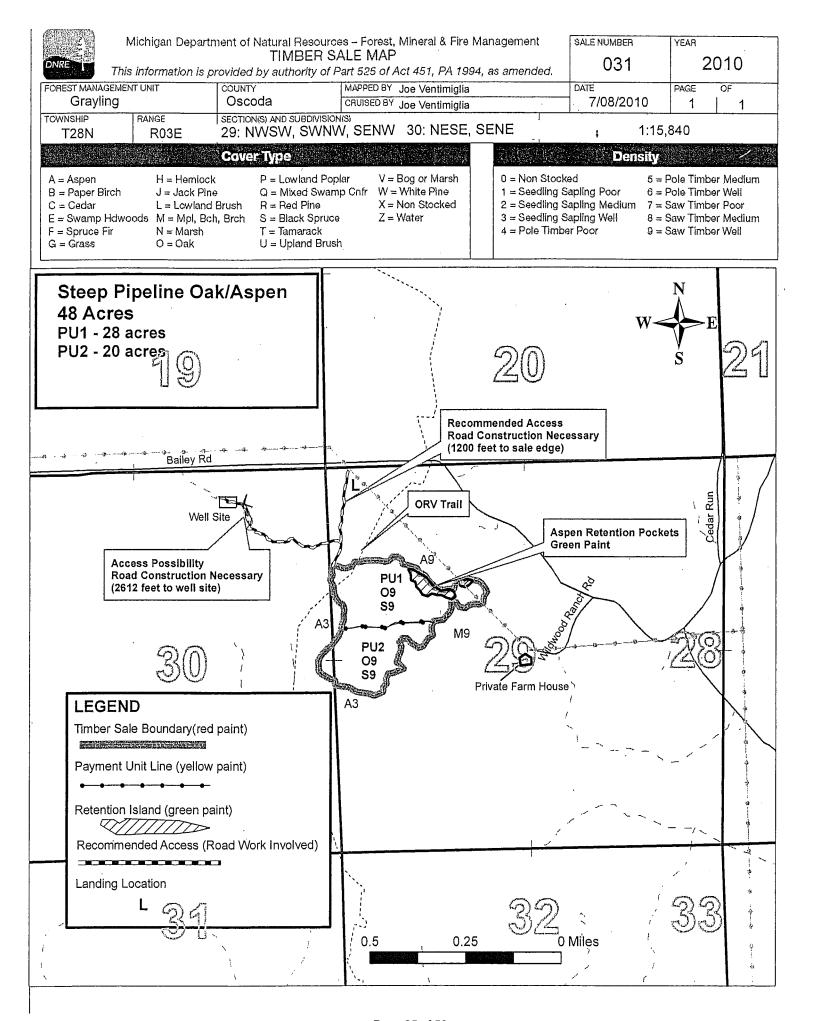
# 6 - Safety and Fire Prevention

### 6.2 - Signing

# 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the ORV trail located in the northwest edge of the sale 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 10/21/2011 10:42:48AM



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# **BUSTED RAMPS JACK (72-037-10-01)**

T26N, R01E, SEC.01.

OSCODA COUNTY (Advertised Price \$17,033.60)

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

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

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Jack Pine	33.00 MBF	\$	37.00 / MBF
Pulpwood			
Jack Pine	743.00 Cords	\$	18.20 / Cord
Mixed Oak	151.00 Cords	\$	9.00 / Cord
Pulpwood Jack Pine		\$ \$	18.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$931.00:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE	
Pulpwood			
Mixed Aspen	98.00 Cords	\$	9.50 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.78 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of **\$1,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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:

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- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2014.

Sale Name: Busted Ramps Jack Sale Number: 72-037-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by blue, red, yellow and green paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. 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. Green painted trees designate retention islands. Do not enter retention islands with equipment.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability, except for red pine and white pine. DO NOT CUT OR DAMAGE RED AND WHITE PINE OF ANY SIZE.

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

Within Payment Unit(s) 3, cut all jack pine, aspen and oak trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT OR DAMAGE RED PINE OR WHITE PINE.

#### 2.2 - Utilization

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

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

# 2.2.3 - Stump heights (4/07)

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

#### 2.2.8 - Utilization and removal (2/11)

All products meeting standards set forth in 2.2 Utilization must be removed from the sale area. To facilitate planting and to address visual management concerns, slash residual needs to be kept to a minimum. Slash may be left scattered to facilitate woody biomass residual needs if approved by the sale administrator.

# 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 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 30% 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.

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

# 4 - Transportation

#### 4.1 - Construction

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

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

# 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth.

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

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

#### 4.2 - Maintenance

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

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

# 5 - Operations

### 5.1 - Notification

# 5.1.1 - 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

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

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

#### 5.2.2 - Hazard Trees/Snags

# 5.2.2.1 - Den trees (2/04)

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

# 5.2.29 - Shrub protection (9/07)

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

# 5.4 - Soil Protection

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

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12

inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

# 5.8 - Protection of Endangered Species

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

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

# 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on West Cherry Lane 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.

Section Name: Sale Specific Current as of 10/13/2011 1:53:11PM

#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management SALE NUMBER YEAR TIMBER SALE MAP 2010 037 This information is provided by authority of Part 525 of Act 451, PA 1994, as amended. FOREST MANAGEMENT UNIT Grayling county Oscoda DATE 7/21/2010 MAPPED BY Lucas Merrick OF CRUISED BY Lucas Merrick TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S) T26N R01E Sec 01: N1/2 of N1/2, SENW 1:15,840 **Cover Type** Density A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water3 = Seedling Sapling Well 8 = Saw Timber Medium F = Spruce Fir N = MarshT = Tamarack4 = Pole Timber Poor 9 = Saw Timber Well G = Grass O = OakU = Upland Brush **BUSTED RAMPS JACK** Oscoda County Compartment 2 99 Acres Cherry Creek Rd UNIT #3 Green Leaf Dr J3 **PVT** UNIT #2 Au Sable River Horizon Rd A5 LEGEND = Yellow Paint Line (Payment Unit Boundary) **PAYMENT UNITS** = Red Paint Line Unit 1 = 39 Acres (State Boundary) Unit 2 = 28 Acres = Blue Paint Line Unit 3 = 32 Acres (PVT Boundary) = Green Painted Island Big Creek Rd (Retention Area, DO NOT ENTER) Deeter Rd = Retention Area (Excluded By Boundary Line) 0.5 0.25 Miles = Survey Comer

#### THREE MEN AND THE WARBLER (72-044-10-01)

T26N, R03W, SEC.23; T26N, R03W, SEC.24.

CRAWFORD COUNTY (Advertised Price \$111,003.25)

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

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

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	AD\	/ERTISED PRICE
Sawlogs			
Jack Pine	257.00 MBF	\$	41.00 / MBF
Mixed Oak	112.00 MBF	\$	136.00 / MBF
Red Pine	68.00 MBF	\$	143.00 / MBF
Pulpwood			
Jack Pine	2,589.00 Cords	\$	23.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$15,445.45:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>ADV</u>	ERTISED PRICE
Sawlogs White Pine	22.00 MBF	\$	48.00 / MBF
Pulpwood		•	
Mixed Oak	455.00 Cords	\$	10.45 / Cord
Red Pine	339.00 Cords	\$	26.50 / Cord
White Pine	176.00 Cords	\$	3.70 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 15.50 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 **\$6,000.00** 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:

PERCENT OF TOTAL SALE VALUE
10%
25%
30%
20%
15%
-%
-%
-%
-%
-%
-%
-%
-%
-%
-%

- 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: Three Men And The Warbler Sale Number: 72-044-10-01

#### 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, 3, 4 and 5, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability, except do not cut retention islands bounded by green paint.

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

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

#### 2.2 - Utilization

# 2.2.2 - Chipping required (1/11)

This area must be chip harvested to meet Kirtland's warbler habitat requirements. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because it is a Jack Pine stand that is going to be replanted to Jack Pine for Kirtland's Warbler.

# 2.2.3 - Stump heights (4/07)

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

# 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1, 2, 3, 4, and 5 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

#### 4 - Transportation

#### 4.1 - Construction

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

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

# 4.1.6 - Road construction (1/09)

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

# 4.1.7 - Road closure (4/07)

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

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

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

# 5 - Operations

#### 5.1 - Notification

### 5.1.1 - Pre-sale conference (12/08)

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

# 5.1.4 - Post-sale conference (9/09)

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

# 5.2 - Conduct of Operations

### 5.2.2 - Hazard Trees/Snags

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

Special consideration is given to snags because they are an important part of the habitat requirement for many species of wildlife. The logger is to leave or create at least five (5) wildlife snags per acre throughout the sale area. Snags consist of leaving a dead standing tree that is not deemed a safety hazard by the Purchaser, or trees with a minimum diameter of six (6) inches measured at a point to 4.5 feet above ground level which can be girdled the full circumference of the tree.

#### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Staley Lake Road without permission of the Unit Manager or his/her representative.

#### 5.4 - Soil Protection

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

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

# 5.8 - Protection of Endangered Species

#### 5.8.2 - Kirtland's warbler (2) (9/10)

This sale is adjacent to a young jack pine stand which is being used by an endangered species (Kirtland's Warbler). Due to the close proximity to occupied Kirtland's Warbler habitat, all operations are confined to October 1 through May 1 for this sale. Absolutely no operations will be allowed the remainder of the year.

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

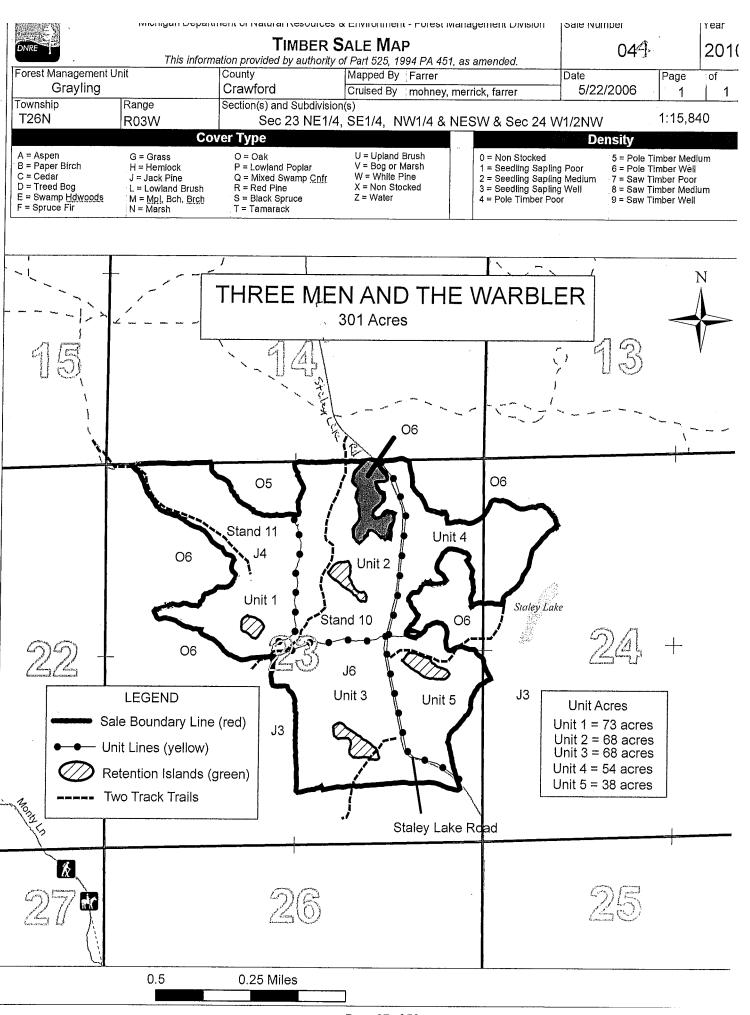
# 7 - Other Conditions

# 7.2 - Extensions

7.2.2 - No	extensions	(3/09)
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There will be no extensions granted on this contract. The purpose of this sale is to create habitat for the endangered Kirtland's Warbler.

Section Name: Sale Specific Current as of 10/13/2011 1:59:38PM



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### **BID FORM**

### COMPT 207 & 208 BBD (72-003-11-01)

T27N, R04W, SEC.01; T27N, R04W, SEC.02; T27N, R04W, SEC.12; CRAWFORD COUNTY

In response to the notice of sale to be held 3:00PM on November 08, 2011, I am hereby submitting my sealed bid (firm offer) for the following ed.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>A</u> E	VERTISED PRICE	BID PR	RICE	
Sawlogs Beech	122.00	MRF	\$	84.00 / MBF	\$	/ MBF	
Pulpwood	122.00	WiBi	Ψ	01.00 / WIDI	Ψ	/ WIDI	
Beech	823.00	Cords	\$	10.30 / Cord	\$	/ Cord	
In addition, the successful bidde	agrees to purchase	the following sp	ecies at t	he indicated advertise	ed price for a to	tal value of \$6,209.40 :	
PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>A</u> E	VERTISED PRICE			
Sawlogs							
Red Maple	12.00	MBF	\$	92.00 / MBF			
Sugar Maple	10.00	MBF	\$	213.00 / MBF			
Pulpwood							
B. T. Aspen	160.00	Cords	\$	9.95 / Cord			
Red Maple	110.00	Cords	\$	3.35 / Cord			
Sugar Maple	199.00	Cords	\$	5.10 / Cord			
*The volumes are statistically es adjustment. Prospective bidders	. ,	, , ,				•	
I understand that any or all bids understand that consideration arequipment and staffing subject to	nd awarding a contrac		-				

	FEDERAL ID:		or SOC	CIAL SECURITY NUMBER	R:			
	Company or indiv	idual bidding:						
	Company represe	entative's name:_			<u></u>			
	Address:							
	City:		State:	Zip:				
F AVAIL	ABLE, PLEASE PL	ACE THE PERS	ONALIZED LAE	BEL FROM YOUR PROSP	PECTUS IN THE ABOVE BOX.			
ndividua	dual or company representative's signature: Date:							
Phone nu	none number : 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.

equipment and staffing subject to my control.

### **BID FORM**

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

## BEECH BARK 207 (72-011-11-01) T27N, R03W, SEC.01; T27N, R03W, SEC.12; CRAWFORD COUNTY

In response to the notice of sale to be held 3:00PM on November 08, 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>	ERTISED PRICE	BID PR	<u>ICE</u>	
Sawlogs							
Mixed Hardwood	125.00	MBF	\$	95.00 / MBF	\$	/ MBF	
Pulpwood							
Mixed Aspen	423.00	Cords	\$	12.00 / Cord	\$	/ Cord	
Mixed Hardwood	1,123.00	Cords	\$	7.50 / Cord	\$	/ Cord	
*The volumes are statistically estir adjustment. Prospective bidders	• ,	, , ,	•			•	Ю.
I understand that any or all bids munderstand that consideration and	•		•				

	FEDERAL ID:	or SOCIAL SEC	JRITY NUMBER:				
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:						
AVAIL	/AILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
vidua	I or company representative's signatur	e:		Date:			
one nu	ımber :	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

### CATTLE PIT JACK (72-017-10-01)

T28N, R02E, SEC.25; T28N, R02E, SEC.36; T28N, R03E, SEC.30; OSCODA COUNTY

In response to the notice of sale to be held 3:00PM on November 08, 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 VOLUME	<u>*</u> <u>AD</u>	VERTISED PRICE	BID PRICE	
Pulpwood Jack Pine Red Pine	768.00 Cords 142.00 Cords	\$ \$	10.80 / Cord 32.00 / Cord	\$ \$	_ / Cord _ / Cord
In addition, the successful bidder agr	ees to purchase the follow	ing species at th	ne indicated advertise	ed price for a total v	alue of \$1,176.50 :
PRODUCTS & SPECIES Pulpwood Mixed Aspen	ESTIMATED VOLUME 94.00 Cords	<u>*</u> <u>AD</u>	VERTISED PRICE		
Mixed Hardwood	43.00 Cords	\$	5.50 / Cord		
*The volumes are statistically estima adjustment. Prospective bidders are I understand that any or all bids may understand that consideration and avequipment and staffing subject to my	urged to examine this timb be rejected. All bids must varding a contract will be b	per and to make be signed and a	their own estimates all bid items must be	of quantity and qua	llity. may be rejected. I also
FEDERAL ID:	or SOCIA	L SECURITY N	UMBER:		
Company or individual bid	ding:				
Company representative's					
Address:					
City:	State:	Zip:			
IF AVAILABLE, PLEASE PLACE TH	E PERSONALIZED LABEI	FROM YOUR	PROSPECTUS IN T	HE ABOVE BOX.	
Individual or company representative	's signature:			Date:	
Phone number :		Email (optional)	:		



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. 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").

#### **BID FORM**

## STEEP PIPELINE OAK/ASPEN (72-031-10-01) T28N, R03E, SEC.29; T28N, R03E, SEC.30; OSCODA COUNTY

In response to the notice of sale to be held 3:00PM on November 08, 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	VERTISED PRICE	BID PRICE	
Sawlogs						
B. T. Aspen	32.60	MBF	\$	49.00 / MBF	\$	/ MBF
Red Oak	18.20	MBF	\$	232.00 / MBF	\$	/ MBF
Pulpwood						
B. T. Aspen	310.00	Cords	\$	10.50 / Cord	\$	/ Cord
Red Oak	219.00	Cords	\$	21.35 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,839.50:

PRODUCTS & SPECIES	<b>ESTIMATED</b>	<b>VOLUME*</b>	<u>AD</u>	VERTISED PRICE
Pulpwood				
Beech	67.00	Cords	\$	8.85 / Cord
Paper Birch	26.00	Cords	\$	4.65 / Cord
Red Maple	160.00	Cords	\$	5.90 / Cord
Red Pine	7.00	Cords	\$	25.95 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 17.02 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 SECURITY NUMBER:						
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
	AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROI	M YOUR PROSPECTUS IN 1	THE ABOVE BOX.			
	ABLE, PLEASE PLACE THE PERSC I or company representative's signatu			THE ABOVE BOX.  Date:			



## 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 haves 2B or 2C are checked, then Nation of Evaluation or Cartificate of Incurance must be submitted within 24

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

upon

**BID PRICE** 

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

PRODUCTS & SPECIES

Jack Pine

Phone number :\_

Sawlogs

Pulpwood

#### **BID FORM**

### BUSTED RAMPS JACK (72-037-10-01) T26N, R01E, SEC.01; OSCODA COUNTY

**ADVERTISED PRICE** 

37.00 / MBF

In response to the notice of sale to be held 3:00PM on November 08, 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\*

33.00 MBF

Jack	Pine	743.00	Cords	\$	18.20 / Cord	\$	/ Cord	
Mixe	d Oak	151.00	Cords	\$	9.00 / Cord	\$	/ Cord	
In additio	n, the successful bidder agre	es to purchase	the following spec	cies at th	e indicated advertise	d price for a to	otal value of \$931.00 :	
	CTS & SPECIES	ESTIMATED	VOLUME*	AD\	/ERTISED PRICE			
Pulpwood Mixe	d d Aspen	98.00	Cords	\$	9.50 / Cord			
	mes are statistically estimatent. Prospective bidders are							
understar	and that any or all bids may l nd that consideration and aw nt and staffing subject to my	arding a contrac	_				•	
	FEDERAL ID:		or SOCIAL SECU	JRITY N	JMBER:			
	Company or individual bido	ling:						
	Company representative's							
	Address:							
	City:	State	:	Zip:				
ı IF AVAIL	ABLE, PLEASE PLACE THE	PERSONALIZI	ED LABEL FROM	I YOUR I	PROSPECTUS IN TH	HE ABOVE BC	)X.	
	or company representative					Date:		
	or company representative	o oignaturo.				Date.		

\_\_\_\_\_ 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.

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

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

•	days of the contract award and prior to the issual All Information must be typed or printed except for				
		or written o	ignatures.		
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation				
2.	You <b>must</b> check one of the boxes below:				
	<ul> <li>A.          I certify that my business is a sole proprieto Worker's Compensation Laws.     </li> </ul>	orship and it	has no employees but the sole proprietor. I am not subject to the		
	Notice of Exclusion (BWC-337, Rev. 5/96).	I will provid	o the Worker's Compensation Act through the use of an approved de a copy of the Notice of Exclusion within 21 days of the contract e call the Worker's Compensation Bureau at 517-322-1195).		
	C.   I certify that my business has a Worker's Codays of the contract award.	ompensatio	n Policy. I will provide an original Certificate of Insurance within 21		
3.	If you have checked item 2(A) or 2(B), you <b>must</b> than yourself, including family members and ac		the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").		
	Full-time Employee	s	Part-time Employees		
lam	me of Business		Federal ID (or) Social Security No.		
ddr	dress		Telephone ( )		
ity	State		ZIP		
	ereby certify that the above information is true a cur in factors affecting my coverage during any c		I agree to notify the Michigan DNRE of any changes that ent and future operations.		
5	Signature of Owner or Authorized Representative				
_	Title		Date		

#### **BID FORM**

## THREE MEN AND THE WARBLER (72-044-10-01) T26N, R03W, SEC.23; T26N, R03W, SEC.24; CRAWFORD COUNTY

In response to the notice of sale to be held 3:00PM on November 08, 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	VERTISED PRICE	BID PE	RICE
Sawlogs						
Jack Pine	257.00	MBF	\$	41.00 / MBF	\$	/ MBF
Mixed Oak	112.00	MBF	\$	136.00 / MBF	\$	/ MBF
Red Pine	68.00	MBF	\$	143.00 / MBF	\$	/ MBF
Pulpwood						
Jack Pine	2,589.00	Cords	\$	23.20 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$15,445.45:

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>AD\</u>	/ERTISED PRICE
Sawlogs				
White Pine	22.00	MBF	\$	48.00 / MBF
Pulpwood				
Mixed Oak	455.00	Cords	\$	10.45 / Cord
Red Pine	339.00	Cords	\$	26.50 / Cord
White Pine	176.00	Cords	\$	3.70 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 15.50 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 SOCI	AL SECURITY NUMBER	:	
	Company or individual bidding:_				
	Company representative's name	e:			
	Address:				
	City:	State:	Zip:		
F AVAIL	AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.				
ndividua	l or company representative's sign	nature:		Date:	
Phone nu	ımber :		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.