

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #4841**

SCHEDULED SALE DATE AND TIME: 11:00 a.m. (local time) on January 30, 2013. LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, 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:

HALL AND OAKS (72-011-12-01) / T28N, R02E, SEC. 04, SESE;.

T28N, R02E, SEC. 09, NENW, N1/2NE.

Oscoda County, Advertised Price \$47,250.90, 90.0 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 private or state forest land.

BEAR TRACK HARVEST (72-032-12-01) / T28N, R02E, SEC. 01, NW; W 1/2 NE; SESE; S 1/2 SW.

T28N, R02E, SEC. 12, W 1/2 NE.

Oscoda County, Advertised Price \$110,749.35, 156.0 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.

RED TOMATO RED PINE (72-042-12-01) / T27N, R01E, SEC. 11, E1/2SE.

T27N, R01E, SEC. 13, S1/2SW.

T27N, R01E, SEC. 14, S1/2NW, NWSW.

Oscoda County, Advertised Price \$52,673.80, 53.0 Acres

SALE NOTE: This is a Red Pine shelterwood with a stand of Black Spruce that is a seed tree cut. Red Pine is of nice quality. Spruce must be cut first.

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.

TOOTHPICK JACK (72-043-12-01) / T27N, R01E, SEC. 12, S1/2SE, NESE.

T27N, R01E, SEC. 13, NE1/4, SW1/4, N1/2SE, E1/2NW.

T27N, R01E, SEC. 13, SWNW.

Oscoda County, Advertised Price \$60,557.10, 491.0 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 private or state forest land.

HILLY OAK (72-033-11-01) / T28N, R02E, SEC. 10, E1/2SW; NWSW; SWNW; SE1/4;.

T28N, R02E, SEC. 11, NWSW.

Oscoda County, Advertised Price \$52,533.25, 74.0 Acres

SALE NOTE: Oil and gas lines are present within this sale. Producer must inform all staff and sub-contractors of the presence and work with the oil and gas company(s) and Sale Administrator in order to assure safe operations.

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.

#### BID INSTRUCTIONS (VER. 10/18/2012):

#### 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 11:00 a.m. (local time) on January 30, 2013. For further information concerning this sale, contact Susan Thiel at 989-348-6371 extension 7440.

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

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

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

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

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

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

#### 5. Public Opening of Sealed Bids (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 (10/12)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove

the included timber by the termination date.

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

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

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

#### 11. Certification and Chain-of-Custody (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.

KEITH CREAGH
Director

#### TIMBER SALE INFORMATION

#### HALL AND OAKS (72-011-12-01)

T28N, R02E, SEC. 04; T28N, R02E, SEC. 09.

Oscoda County (Advertised Price \$47,250.90)

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 private or state forest land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Sawlogs			
Mixed Oak	81.00 MBF	\$	95.00 / MBF
Red Pine	96.30 MBF	\$	158.00 / MBF
Pulpwood			
Jack Pine	391.00 Cords	\$	19.05 / Cord
Mixed Aspen	328.00 Cords	\$	17.00 / Cord
Mixed Oak	322.00 Cords	\$	16.00 / Cord
Red Pine	103.00 Cords	\$	44.40 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,590.75:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ADVERTISED PRICE	
Sawlogs				
Mixed Softwood	1.70 MBF	\$	20.00 / MBF	
Red Maple	1.00 MBF	\$	51.00 / MBF	
Pulpwood				
Mixed Softwood	7.00 Cords	\$	17.15 / Cord	
Red Maple	149.00 Cords	\$	9.30 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.10 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$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	33%
02	38%
03	29%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/30/2015.

#### **Sale Specific Conditions & Requirements**

Sale Name: Hall And Oaks Sale Number: 72-011-12-01

#### 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. Green paint is used to designate retention trees. Trees marked with green paint are not to be cut.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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, Except Do Not Cut any green painted trees that are marked above and below stump height.

#### 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

#### 3.4 - Damaged Timber

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

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

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

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

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Contact the sale administrator for berm design and location for placement.

#### 4.1.11 - Permits (2/12)

The purchaser will secure any necessary road or stream crossing permits that may be required.

#### 4.2 - Maintenance

#### 4.2.3 - Road maintenance (9/08)

The following road maintenance may be needed: some fill material may need to be added to where "holes" exist or where they may develop. The purchaser needs to work with sale administrator before any trucking begins to ascertain the type of fill material needed and where it should be placed. This road work must be done prior to any trucking commences. In addition, roads need to be maintained so they are passable by two wheel drive vehicles throughout the duration of the sale.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

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

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

The Purchaser is responsible for contacting the oil and gas company that has infrastructure around the sale prior to operating equipment in the vicinity of well heads or natural gas pipelines.

Terra Energy Ltd. of Hillman, MI at (989) 742-2064 Business or (989) 732-0200 Emergency. No operations are e to occur on wellsites or pipeline corridors without prior written permission from the appropriate oil and gas company.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

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

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

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.32 - Decking/landing restoration (9/11)

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

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

The Hunt Creek Motorcycle Trail is an ORV trail or route and is shown on the Timber Sale Map. This trail must be kept clear of slash and debris and kept passable at all times during harvest operations. Do not run equipment down the ORV trail or route. Care should be taken not to destroy ORV trail confidence markers and signage. If any signage is damaged, contact the sale administrator immediately.

#### 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.

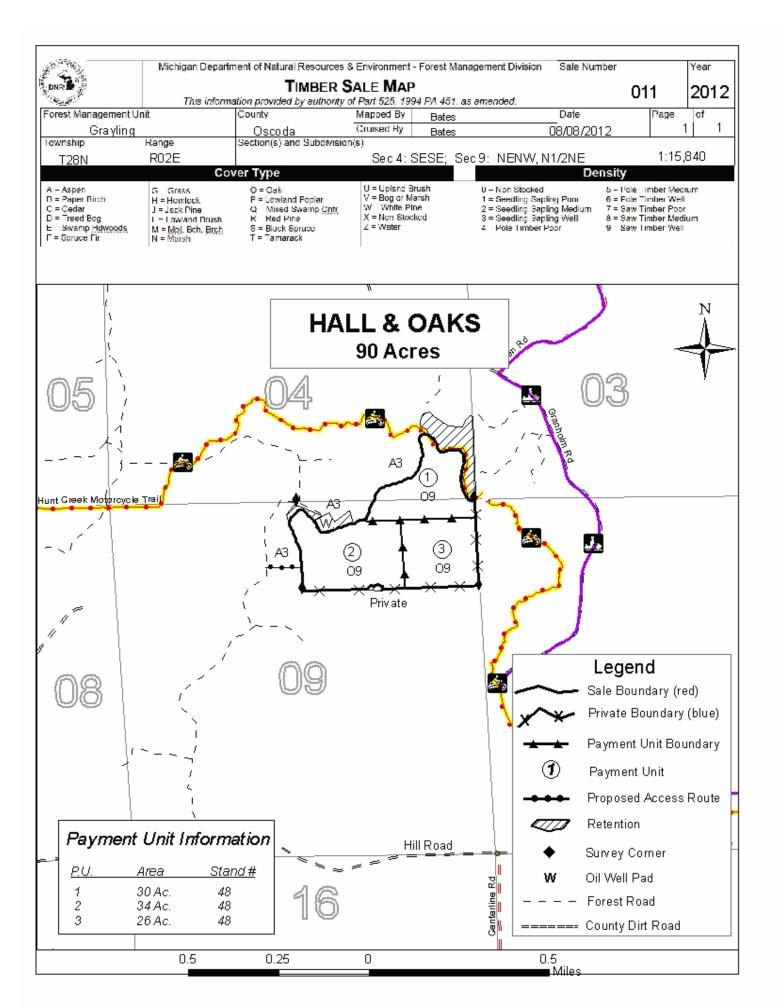
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on Hunt Creek Motorcycle Trail prior to beginning operations. The trail must be posted where it comes within 200 feet of the red line sale boundary to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 1/3/2013 3:11:44PM



#### TIMBER SALE INFORMATION

#### BEAR TRACK HARVEST (72-032-12-01)

T28N, R02E, SEC. 01; T28N, R02E, SEC. 12.

Oscoda County (Advertised Price \$110,749.35)

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:

<b>ESTIMATED UNITS*</b>	<u>AD\</u>	/ERTISED PRICE
155.10 MBF	\$	52.00 / MBF
273.90 MBF	\$	146.00 / MBF
114.10 MBF	\$	75.00 / MBF
65.30 MBF	\$	143.00 / MBF
1,169.00 Cords	\$	15.25 / Cord
451.00 Cords	\$	12.45 / Cord
	155.10 MBF 273.90 MBF 114.10 MBF 65.30 MBF	155.10 MBF \$ 273.90 MBF \$ 114.10 MBF \$ 65.30 MBF \$ 1,169.00 Cords \$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$21,357.15:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Mixed Hardwood	35.40 MBF	\$	58.00 / MBF
Pulpwood			
Mixed Hardwood	259.00 Cords	\$	17.40 / Cord
Mixed Oak	347.00 Cords	\$	15.35 / Cord
Mixed Softwood	175.00 Cords	\$	14.30 / Cord
Red Pine	102.00 Cords	\$	36.20 / Cord
White Pine	260.00 Cords	\$	12.60 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.06 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	9%
02	6%
03	14%
04	6%
05	30%
06	16%
07	19%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/30/2016.

#### **Sale Specific Conditions & Requirements**

Sale Name: Bear Track Harvest Sale Number: 72-032-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary as well as Payment Unit boundaries and private lines are marked and identified by red, yellow, and blue 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. Retention island boundaries are marked with green paint. Do not cut green painted trees or operate equipment within retention islands. Do not cut painted boundary line trees except in Unit 1. These trees are to be dropped into the adjacent swamp to create horizontal structure. 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 (8/11)

Within Payment Unit(s) 5, 6, and 7, 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 leave all Hemlock. Do not cut retention islands or operate equipment within retention islands.

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

Within Payment Unit(s) 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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

Within Payment Unit(s) 1, all trees are designated for cutting which 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 red pine, white pine, and cedar. These are designated leave species. Designated leave species shall be cut if marked with orange paint.

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

Within Payment Unit(s) 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 except trees marked with green paint above and below stump height. These are not included timber.

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

Note that balsam fir, white spruce, and jack pine where combined into mixed softwood and paper birch, white ash, basswood, and sugar maple where combined into mixed hardwood.

#### 2.2 - Utilization

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

Retain on site more than 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is to facilitate biomass retention in the sale area as well as provide for wildlife habitat.

#### 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.

No damage is acceptable to merchantable leave trees. Within the Payment Units 2, 3, 5, 6, and 7, if more than 5% of trees (> 4.5" DBH) within a Payment Unit are damaged, liquidated damages will be assessed for all trees damaged within that Payment Unit. Within the Payment Units 1 and 4, if more than 10% of trees (> 4.5" DBH) within a Payment Unit are damaged, liquidated damages will be assessed for all trees damaged within that Payment Unit. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber for all Units.

#### 3.6 - Payment Unit Cutting Schedule

#### 3.6.2 - One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened.

#### 4 - Transportation

#### 4.1 - Construction

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

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale or utilized in road barriers as described in Spec. 4.1.7 Road Closures.

#### 4.1.5 - Culverts (9/11)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

#### 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 or utilized in road barriers as described in Spec. 4.1.7. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 4.1.11 - Permits (2/12)

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

#### 4.2 - Maintenance

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

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

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in

advance to schedule the conference.

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

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Terra Energy LTD, (888) 250-1681 to get written acknowledgement that they are working with the company so well sites and pipelines within and directly adjacent to the sale are not negatively impacted. Written acknowledgement must be submitted to the sale administrator prior to beginning operations.

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - Slash Removal

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

All slash must be removed at least 10 feet from the cleared right-of-way of forest trail roads and 50 feet from the cleared right-of-way of designated county roads.

#### 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) 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.

#### 5.2.3.9 - 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 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

#### 5.2.4.2 - Dead and down creation, hare and grouse (9/10)

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

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of seasonally high water tables throughout the unit.

#### 5.2.32 - Decking/landing restoration (9/11)

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

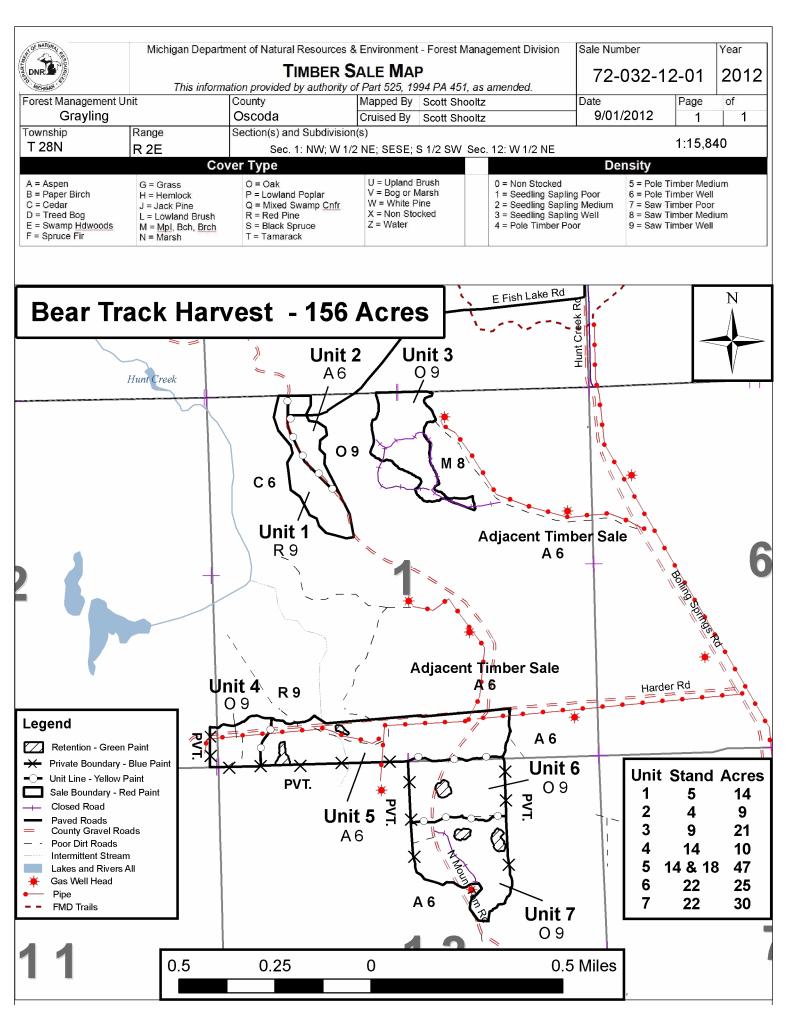
#### 5.4 - Soil Protection

#### 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 skidding if ruts exceed the specified depth. With the Unit Manager or his/her return to the area when the risk of rutting has decreased.		
ion Name: Sale Specific	Current as of 1/3/2013	3·43·27PM

**Section Name: Sale Specific** 



#### TIMBER SALE INFORMATION

#### RED TOMATO RED PINE (72-042-12-01)

T27N, R01E, SEC. 11; T27N, R01E, SEC. 13; T27N, R01E, SEC. 14.

Oscoda County (Advertised Price \$52,673.80)

SALE NOTE: This is a Red Pine shelterwood with a stand of Black Spruce that is a seed tree cut. Red Pine is of nice quality. Spruce must be cut first.

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 UNITS*</b>	ADVERTISED PRICE	
Sawlogs			
Red Pine	279.20 MBF	\$	145.00 / MBF
Pulpwood			
Jack Pine	121.00 Cords	\$	23.65 / Cord
Red Pine	198.00 Cords	\$	41.00 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,210.15:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Sawlogs			
Jack Pine	21.50 MBF	\$	24.00 / MBF
Mixed Oak	2.00 MBF	\$	84.00 / MBF
Pulpwood			
Black Spruce	41.00 Cords	\$	10.15 / Cord
Mixed Oak	8.00 Cords	\$	13.75 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 18.54 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of **\$2,700.00** 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:

, -,	9
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	5%
02	35%
03	60%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/30/2015.

#### **Sale Specific Conditions & Requirements**

Sale Name: Red Tomato Red Pine Sale Number: 72-042-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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 leave 4 black spruce trees per acre, 6" diameter or larger evenly spaced throughout the stand.

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

Within Payment Unit(s) 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 except trees marked with green paint above and below stump height. Do not cut trees marked with green paint.

#### 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 6 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.

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

Retain on site more than 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is for woody biomass retention.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

#### 3.4 - Damaged Timber

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

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

Within the sale area, if more than 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 \$300.00 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.

#### 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 (2/12)

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

#### 4.1.12 - No new roads (1/12)

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

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

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

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

#### 5.2.2 - 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 and 3, 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.

#### 5.2.41 - Snowmobile trail protection (9/11)

A designated snowmobile trail runs along the edge of Unit 2 as shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. Do not use the trail unless prior written authorization is obtained from the unit manager or her representative. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The trail is not to be used for any operations from December 1 thorugh March 31. 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. A twenty foot wide slash and debris free zone must be maintained daily along the snowmobile trail, using the designated trail as the centerline. No decking is to occur within fifty feet of the trail.

#### 5.4 - Soil Protection

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

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

#### 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 Ruth 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.

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

The Purchaser is responsible for posting and maintaining caution signs on the designated snowmobile trail running along unit 2 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at locations designated by the sale administrator 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 1/4/2013 9:04:29AM

ownship T25N

Grayling Management

Range

R04W

#### Michigan Department of Natural Resources & Environment - Forest Management Division

#### TIMBER SALE MAP

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

Section(s) and Subdivision(s) Section 16 -- E1/2NE

720411201

Sale Number

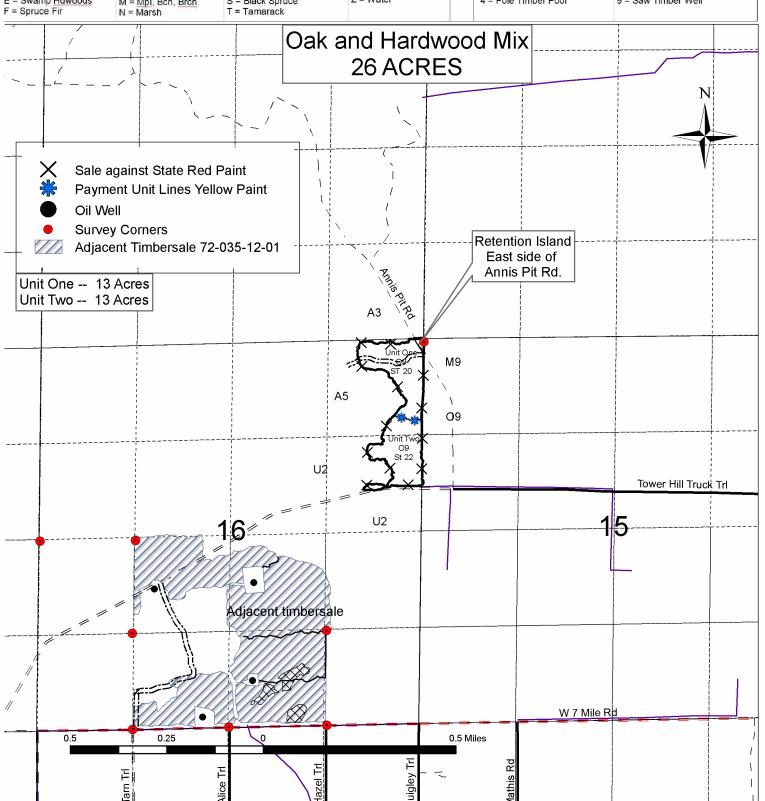
Year 2008

orest Management Unit Mapped By County Patrick L. Potter Crawford

Cruised By Patrick L. Potter 9/24/2012

of Page

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



#### TIMBER SALE INFORMATION

#### TOOTHPICK JACK (72-043-12-01)

T27N, R01E, SEC. 12; T27N, R01E, SEC. 13.

Oscoda County (Advertised Price \$60,557.10)

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 private or state forest land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood			
Jack Pine	2,580.00 Cords	\$	19.10 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$11,279.10:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Sawlogs			
Jack Pine	27.90 MBF	\$	19.00 / MBF
Red Pine	56.60 MBF	\$	94.00 / MBF
Pulpwood			
Mixed Oak	178.00 Cords	\$	11.10 / Cord
Red Pine	104.00 Cords	\$	33.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.99 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$3,500.00 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 VAL
01	27%
02	14%
03	29%
04	21%
05	9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/30/2015.

#### **Sale Specific Conditions & Requirements**

Sale Name: Toothpick Jack Sale Number: 72-043-12-01

#### 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, 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. Retention islands are marked with green paint and shown on the Timber Sale Map. Do not cut retention islands. 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 (8/11)

Within Payment Unit(s), 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. Do not cut within retention islands.

#### 2.1.15 - Hazard trees near roads (9/11)

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

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

This area must be chip harvested to facilitate subsequent planting operations and 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 to prepare the site as much as possible for planting.

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

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

#### 3.4 - Damaged Timber

#### 3.4.1 - 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 5% of retention islands within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.1.6 - 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 or utilized in road barriers as described in spec. 4.1.7, Road Closures. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

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

#### 4.1.11 - Permits (2/12)

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

#### 4.2 - Maintenance

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

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

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

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

No decking is allowed within 50 feet of Town Line Rd. or Ruth Rd. without permission of the Unit Manager or his/her representative.

#### 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 (9/11)

The Roll Trail 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 unless written permission is obtained from the Unit Manager or his/her representative. No decking of forest products will be permitted along the snowmobile trail.

#### 5.4 - Soil Protection

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

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

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

#### 5.8 - Protection of Endangered Species

#### 5.8.2 - Kirtland's warbler (2) (10/12)

Payment Unit 1 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 August 16 through May 1 for this Payment Unit. Absolutely no operations will be allowed the remainder of the year.

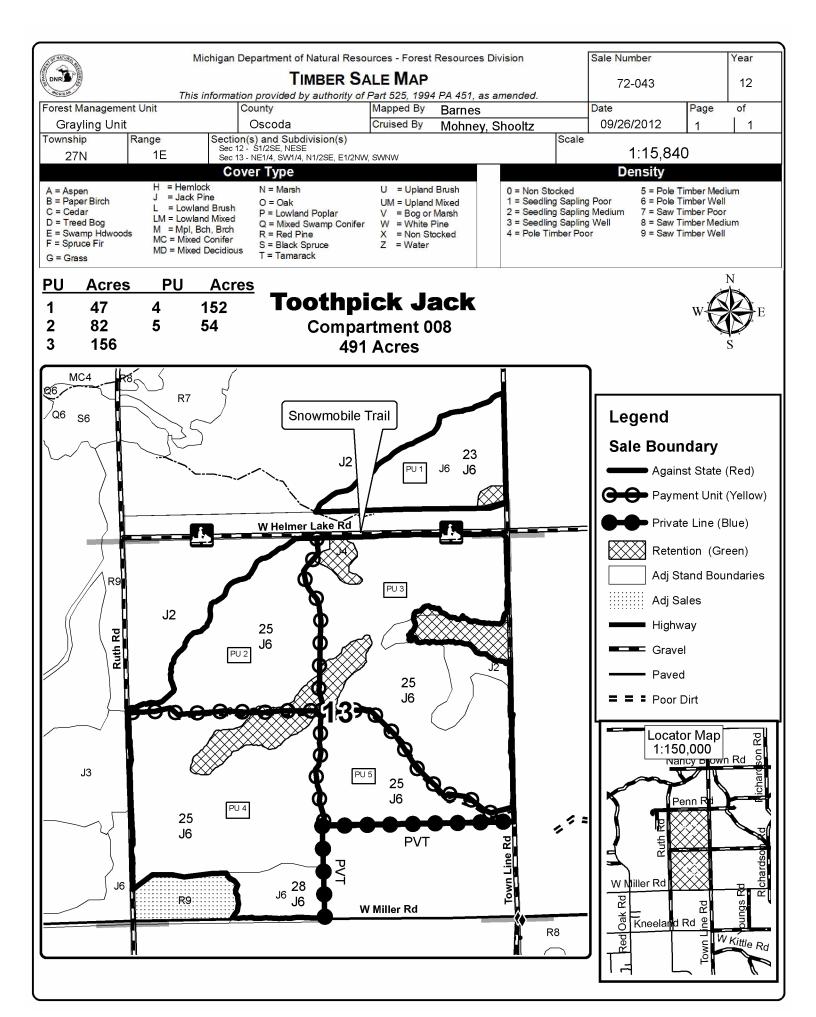
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

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

Section Name: Sale Specific Current as of 11/28/2012 2:14:06PM



#### TIMBER SALE INFORMATION

#### HILLY OAK (72-033-11-01)

T28N, R02E, SEC. 10; T28N, R02E, SEC. 11.

Oscoda County (Advertised Price \$52,533.25)

SALE NOTE: Oil and gas lines are present within this sale. Producer must inform all staff and sub-contractors of the presence and work with the oil and gas company(s) and Sale Administrator in order to assure safe operations.

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 UNITS*	AD\	/ERTISED PRICE
Sawlogs			
Red Oak	135.20 MBF	\$	259.00 / MBF
Red Pine	24.70 MBF	\$	154.00 / MBF
Pulpwood			
Mixed Aspen	333.00 Cords	\$	15.75 / Cord
Mixed Hardwood	245.00 Cords	\$	7.70 / Cord
Red Oak	365.00 Cords	\$	7.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,697.90:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		ADVERTISED PRICE			
Sawlogs						
Mixed Aspen	14.40 MBF	\$	38.00 / MBF			
Mixed Hardwood	17.80 MBF	\$	62.00 / MBF			
Mixed Softwood	2.30 MBF	\$	23.00 / MBF			
Pulpwood						
Mixed Softwood	100.00 Cords	\$	13.45 / Cord			
Red Pine	24.00 Cords	\$	27.05 / Cord			

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.64 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$2,800.00 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 70%

- 02 30%
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/30/2015.

#### Sale Specific Conditions & Requirements

Sale Name: Hilly Oak Sale Number: 72-033-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by either red paint or pre-existing clearings. Exterior sale boundary lines against state have been identified using red paint, portions of Granholm Road on the west side, and a powerline clearing for the south boundary. Do not cut red 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 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 do not cut trees outlined per exceptions below. EXCEPTIONS: Do not cut any trees marked with green paint above and below stump height. Do not cut any cedar or hemlock trees.

#### 2.2 - Utilization

#### 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

#### 3.3 - Pre-measured Sales

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

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

#### 3.4 - Damaged Timber

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

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

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

No new roads are to be constructed without prior approval of the sale administrator. Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.11 - Permits (2/12)

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

#### 4.2 - Maintenance

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

Hauling may be restricted on forest roads that have pipelines running in or along them. Permission from the Unit Manger and Oil and Gas Company regulating the pipelines must be obtained before operations occur to allow crossing of pipelines and hauling on roads that contain pipelines. The restriction is because of the gas transmission lines both along side and directly underneath the road.

#### 5 - Operations

#### 5.1 - Notification

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

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

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

The Purchaser is responsible for contacting the gas/pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines. The contract is Atlas Gas & Oil Company at (231) 995-4000 or (989) 705-7665

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - Slash Removal

#### 5.2.1.2.6 - Slash removal, general (7/05)

All slash must be removed from within 20 feet of the edge of all forest roads and the designated snowmobile and ORV Trails.

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

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

#### 5.2.1.11 - Slash for reforestation (5/07)

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

#### 5.2.2 - 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.

#### 5.2.31 - Landing locations (10/09)

Written permission must be received from the gas company if their cleared well head sites are to be used for a landing/decking site.

#### 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.

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

The Hunt Creek Motorcycle 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 one location and be approved by the sale administrator.

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

Trail number 4 & 9 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 snowmobile trail may not be used for any timber sale operations from December 1 to March 31 except the snowmobile trail may only be crossed at a right angle in one location for hauling from Unit 2 if done between December 1 and March 31. This location must be approved by the sale administer prior to use.

#### 5.4 - Soil Protection

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

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

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

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

#### 5.5 - Protection of Improvements

#### 5.5.3 - Protection of improvements detail (8/04)

The following are specific protection measures for this sale. Along the snowmobile trail 4 & 9 and Granholm Road runs buried pipelines that need to have minimal disturbance occur. No soil disturbance activities, i.e. landing construction shall take place within 50 feet of the cleared portions of the trail and/or county road.

#### 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 4 & 9 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

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

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

Section Name: Sale Specific Current as of 1/4/2013 11:01:42AM



Grayling

Forest Management Unit

#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management

TIMBER SALE MAP

Bates

 Sale Number
 Year

 720331101
 2011

07-01-11

of

1

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

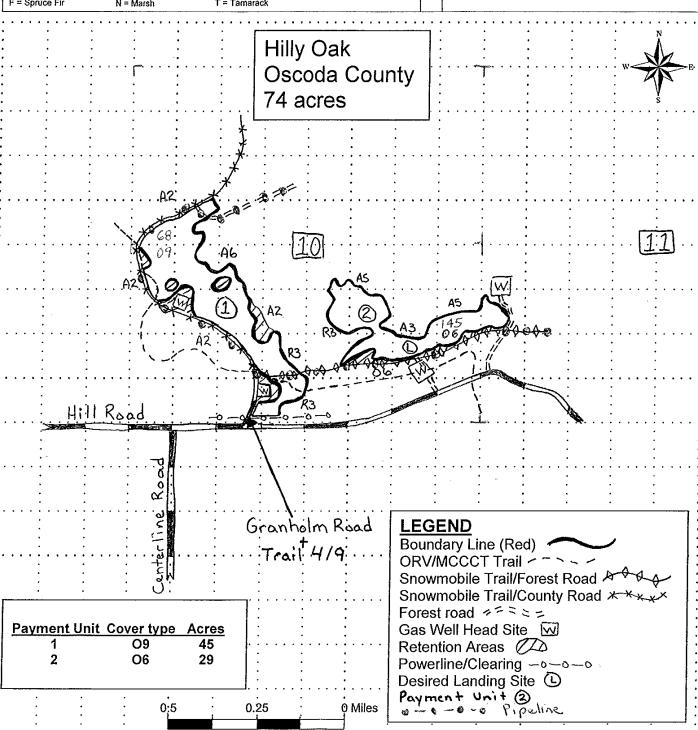
County Mapped By Bates Date Page

Township Range | Section(s) and Subdivision(s): 10: S1/2NW, SE, SE; 11: W1/2SW

Oscoda

	Cover Type		Lings of the Control De	ensity
A = Aspen		U = Upland Brush V = Bog or Marsh W = White Pine X = Non Stocked Z = Water	0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well 4 = Pole Timber Poor	5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Medium 9 = Saw Timber Well

Cruised By



#### **BID FORM**

### HALL AND OAKS (72-011-12-01) T28N, R02E, SEC. 04; T28N, R02E, SEC. 09, Oscoda County

In response to the notice of sale to be held 11:00 a.m. (local time) on January 30, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<b>ESTIMATED</b>	<u>UNITS*</u>	AD\	<u>/ERTISED PRICE</u>	<b>BID PRICE</b>	
81.00	MBF	\$	95.00 / MBF	\$	_ / MBF
96.30	MBF	\$	158.00 / MBF	\$	/ MBF
391.00	Cords	\$	19.05 / Cord	\$	/ Cord
328.00	Cords	\$	17.00 / Cord	\$	/ Cord
322.00	Cords	\$	16.00 / Cord	\$	/ Cord
103.00	Cords	\$	44.40 / Cord	\$	/ Cord
	81.00 96.30 391.00 328.00 322.00	81.00 MBF 96.30 MBF 391.00 Cords 328.00 Cords 322.00 Cords 103.00 Cords	81.00 MBF \$ 96.30 MBF \$ 391.00 Cords \$ 328.00 Cords \$ 322.00 Cords \$	81.00 MBF \$ 95.00 / MBF 96.30 MBF \$ 158.00 / MBF 391.00 Cords \$ 19.05 / Cord 328.00 Cords \$ 17.00 / Cord 322.00 Cords \$ 16.00 / Cord	81.00 MBF \$ 95.00 / MBF \$ 96.30 MBF \$ 158.00 / MBF \$ 391.00 Cords \$ 19.05 / Cord \$ 328.00 Cords \$ 17.00 / Cord \$ 322.00 Cords \$ 16.00 / Cord \$ 322.00 Cords \$ 16.00 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,590.75:

PRODUCTS & SPECIES	<u>ESTIMATEI</u>	ESTIMATED UNITS*		ERTISED PRICE
Sawlogs				
Mixed Softwood	1.70	MBF	\$	20.00 / MBF
Red Maple	1.00	MBF	\$	51.00 / MBF
Pulpwood				
Mixed Softwood	7.00	Cords	\$	17.15 / Cord
Red Maple	149.00	Cords	\$	9.30 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.10 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	$\_$ $\_$ or SOCIAL SEC	CURITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:_				
	Address:				
	City:	_ State:	Zip:		
F AVAIL	ABLE, PLEASE PLACE THE PERSO	ONALIZED LABEL FRO	M YOUR PROSPEC	TUS IN THE ABOVE BOX.	
Individual	or company representative's signate	ure:		Date:	
Phone nu	ımber :	Email	(optional):		



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WO	RKER'S DISABIL	ITY COMPEN	ISATION ACT COMPLIANCE		
•	This verification must be completed and sale contract.	submitted within 2	I days of contra	act award and prior to the issuance of the tim	ber	
•	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 e	except for written s	ignatures.			
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation	check <u>one</u> of the	boxes below):			
2.	Worker's Compensation Laws.	proprietorship and i		yees but the sole proprietor. I am not subject to  Compensation Act through the use of an appro		
	Notice of Exclusion (BWC-337, Revaward. (For questions or a copy of t	v. 5/96). I will provi he BWC-337, pleas	de a copy of the se call the Worke	e Notice of Exclusion within 21 days of the conter's Compensation Bureau at 517-322-1195).  provide an original Certificate of Insurance within	tract	
3.	If you have checked item 2(A) or 2(B), yethan yourself, including family members			f <b>both</b> full-time and part-time employees, oth ou must enter "0").	her	
	Full-time Er	mployees		Part-time Employees		
Nam	ne of Business		Federal ID (or) S	Social Security No.		
Add	ress		Telephone ( )			
City		State	ZIP			
occ	ereby certify that the above information is our in factors affecting my coverage during Signature of Owner or Authorized Representative			otify the Michigan DNRE of any changes the operations.	at	

Date

#### **BID FORM**

### BEAR TRACK HARVEST (72-032-12-01) T28N, R02E, SEC. 01; T28N, R02E, SEC. 12, Oscoda County

In response to the notice of sale to be held 11:00 a.m. (local time) on January 30, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	UNITS*	AD\	/ERTISED PRICE	BID PRI	<u>CE</u>
Sawlogs						
Mixed Aspen	155.10	MBF	\$	52.00 / MBF	\$	/ MBF
Mixed Oak	273.90	MBF	\$	146.00 / MBF	\$	/ MBF
Red Maple	114.10	MBF	\$	75.00 / MBF	\$	/ MBF
Red Pine	65.30	MBF	\$	143.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	1,169.00	Cords	\$	15.25 / Cord	\$	/ Cord
Red Maple	451.00	Cords	\$	12.45 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$21,357.15:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Sawlogs			
Mixed Hardwood	35.40 MBF	\$	58.00 / MBF
Pulpwood			
Mixed Hardwood	259.00 Cords	\$	17.40 / Cord
Mixed Oak	347.00 Cords	\$	15.35 / Cord
Mixed Softwood	175.00 Cords	\$	14.30 / Cord
Red Pine	102.00 Cords	\$	36.20 / Cord
White Pine	260.00 Cords	\$	12.60 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.06 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:							
	Company or individual bidding:							
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.								
ndividual or company representative's signature:				Date:	_			
Phone nu	mber:							



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

#### VERIFICATION OF WORKER'S 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 issu					
•	All Information must be typed or printed excep	t for written si	ignatures.			
Ple	Please Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	ck <u>one</u> of the	boxes below):			
<ol> <li>You must check one of the boxes below:</li> <li>I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not Worker's Compensation Laws.</li> <li>I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-32.</li> <li>I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insur days of the contract award.</li> </ol>						
3.	If you have checked item 2(A) or 2(B), you methan yourself, including family members andFull-time Employ	active partne	the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").  Part-time Employees			
Nam	me of Business		Federal ID (or) Social Security No.			
Add	dress		Telephone ( )			
City	State		ZIP			
000	ereby certify that the above information is true cur in factors affecting my coverage during any Signature of Owner or Authorized Representative		I agree to notify the Michigan DNRE of any changes that ent and future operations.			
7	Title		Date			

#### **BID FORM**

#### RED TOMATO RED PINE (72-042-12-01)

T27N, R01E, SEC. 11; T27N, R01E, SEC. 13; T27N, R01E, SEC. 14, Oscoda County

In response to the notice of sale to be held 11:00 a.m. (local time) on January 30, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADVERTISED PRICE	BID PRICE
Sawlogs			
Red Pine	279.20 MBF	\$ 145.00 / MBF	\$ / MBF
Pulpwood			
Jack Pine	121.00 Cords	\$ 23.65 / Cord	\$ / Cord
Red Pine	198.00 Cords	\$ 41.00 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,210.15:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE
Sawlogs		
Jack Pine	21.50 MBF	\$ 24.00 / MBF
Mixed Oak	2.00 MBF	\$ 84.00 / MBF
Pulpwood		
Black Spruce	41.00 Cords	\$ 10.15 / Cord
Mixed Oak	8.00 Cords	\$ 13.75 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 18.54 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	<del>-</del>	or SOCIA	AL SECURITY NUMBER:	<u></u> -			
	Company or individ	lual bidding:			_			
	Company representative's name:							
	Address:		_					
	City:		State:	Zip:	_			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.								
Individual or company representative's signature: Date:					_ Date:			
Phone nu	hone number : Email (optional):							



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WOR	RKER'S DISABIL	ITY COMPENSATION ACT COMPLIANCE			
•	This verification must be completed and s sale contract.	submitted within 21	days of contract award and prior to the issuance of the timber			
•	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 e	xcept for written si	gnatures.			
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation	check <u>one</u> of the	poxes below):			
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 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>					
	Full-time En	nployees	Part-time Employees			
Nam	ne of Business		Federal ID (or) Social Security No.			
Add	Address		Telephone ( )			
City	City State		ZIP			
	ereby certify that the above information is our in factors affecting my coverage during		I agree to notify the Michigan DNRE of any changes that ent and future operations.			
5	Signature of Owner or Authorized Representative					

Date

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

**BID PRICE** 

\_\_\_\_\_ Date:\_\_\_\_

\$ / Cord

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

PRODUCTS & SPECIES

Jack Pine

Pulpwood

#### **BID FORM**

ADVERTISED PRICE

19.10 / Cord

### TOOTHPICK JACK (72-043-12-01) T27N, R01E, SEC. 12; T27N, R01E, SEC. 13, Oscoda County

In response to the notice of sale to be held 11:00 a.m. (local time) on January 30, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$11,279.10:

ESTIMATED UNITS\*

2,580.00 Cords

PRODUC <sup>*</sup> Sawlogs	TS & SPECIES	<u>ESTIMATE</u>	<u>UNITS*</u>	ADVE	/ERTISED PRICE
Jack I	Pine	27.90	MBF	\$	19.00 / MBF
Red F	-	56.60		\$	94.00 / MBF
Pulpwood				*	
Mixed		178.00	Cords	\$	11.10 / Cord
Red F	Pine	104.00	Cords	\$	33.20 / Cord
Prospectiv I understa understan	ve bidders are urged to end that any or all bids m	examine this timber ay be rejected. All I I awarding a contrac	and to make the	neir own esti	rcent. The estimated units are final and not subject to adjustment stimates of quantity and quality.  all bid items must be bid or the bid form may be rejected. I also past performance and ability to complete the contract based upon
	Company or individual	bidding:			
Company representative's name:					
	Address:				
	City:	State	•	Zip:	

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

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

Individual or company representative's signature:



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

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

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

•	All Information must be typed or printed except for written signatures.					
Ple	Please 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	boxes below):				
<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 approve Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contrar 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 2 days of the contract award.</li> </ul>						
3.	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					
Nam	ne of Business	Federal ID (or) Social Security No.				
Addr	ress	Telephone ( )				
City	State	ZIP				
000	ereby certify that the above information is true and correct.  Fur in factors affecting my coverage during any of my presentative	I agree to notify the Michigan DNRE of any changes that ent and future operations.				
T	Title	Date				

FEDERAL ID:

#### **BID FORM**

#### HILLY OAK (72-033-11-01)

T28N, R02E, SEC. 10; T28N, R02E, SEC. 11, Oscoda County

In response to the notice of sale to be held 11:00 a.m. (local time) on January 30, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ESTIMATED UNITS*		ADVERTISED PRICE		RICE
Sawlogs						
Red Oak	135.20	MBF	\$	259.00 / MBF	\$	/ MBF
Red Pine	24.70	MBF	\$	154.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	333.00	Cords	\$	15.75 / Cord	\$	/ Cord
Mixed Hardwood	245.00	Cords	\$	7.70 / Cord	\$	/ Cord
Red Oak	365.00	Cords	\$	7.90 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,697.90:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVE	ERTISED PRICE
Sawlogs				
Mixed Aspen	14.40	MBF	\$	38.00 / MBF
Mixed Hardwood	17.80	MBF	\$	62.00 / MBF
Mixed Softwood	2.30	MBF	\$	23.00 / MBF
Pulpwood				
Mixed Softwood	100.00	Cords	\$	13.45 / Cord
Red Pine	24.00	Cords	\$	27.05 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.64 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

or SOCIAL SECURITY NUMBER:

					1		
	Company or individual bidding:						
	Company representative's name:						
	Address:		_				
	City:	State:	Zip:	_			
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN	THE ABOVE BOX.	-		
ndividual	or company representative's signature	re:		Date:			
hone nu	none number : Email (optional):						



City

Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WORKER'S 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	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>
2	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>
3	B. 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
N	ame of Business Federal ID (or) Social Security No.
A	ddress Telephone

VEDICATION OF MORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

State

Date