



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #4973**

SCHEDULED SALE DATE AND TIME: 11:00 a.m. (local time) on September 24, 2013.

LOCATION: ROSCOMMON MGMT UNIT, PO BOX 218, ROSCOMMON, MI 48653.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

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

WRACO ASPEN (71-014-13-01) / T21N, R04W, SEC. 10, SWNE;W1/2SE;SESE.  
T21N, R04W, SEC. 15, E1/2NE;NESE;S1/2SW.

Roscommon County, Advertised Price \$49,106.80, 99.0 Acres

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

COPPERHEAD EAST (71-019-13-01) / T21N, R03W, SEC. 21, NWNE;N1/2NW.

Roscommon County, Advertised Price \$51,595.20, 60.0 Acres

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

## BID INSTRUCTIONS (VER. 06/06/2013):

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

Bids must be received by the Unit Manager, ROSCOMMON OFFICE, PO BOX 218, ROSCOMMON, MI 48653, no later than 11:00 a.m. (local time) on September 24, 2013. For further information concerning this sale, contact Steve Anderson at 989-275-4622 extension 2740.

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

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

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

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

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

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

### 5. Public Opening of Sealed Bids (6/13)

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

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

### 6. Award of Contract (1/11)

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

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

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

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

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

### 9. Timber Sale Contract (10/12)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at [www.michigan.gov/timber](http://www.michigan.gov/timber). Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not

taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

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

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

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

#### 11. Certification and Chain-of-Custody (3/13)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

KEITH CREAGH

Director



## TIMBER SALE INFORMATION

WRACO ASPEN (71-014-13-01)

T21N, R04W, SEC. 10; T21N, R04W, SEC. 15.

Roscommon County (Advertised Price \$49,106.80)

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

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

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| Mixed Aspen                   | 82.40 MBF               | \$ 41.00 / MBF          |
| Mixed Oak                     | 84.40 MBF               | \$ 89.00 / MBF          |
| Mixed Pine                    | 70.60 MBF               | \$ 180.00 / MBF         |
| Pulpwood                      |                         |                         |
| Mixed Aspen                   | 933.00 Cords            | \$ 14.90 / Cord         |
| Mixed Oak                     | 354.00 Cords            | \$ 9.65 / Cord          |
| Mixed Softwood                | 360.00 Cords            | \$ 11.45 / Cord         |
| Red Maple                     | 229.00 Cords            | \$ 11.00 / Cord         |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,550.00:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| Red Maple                     | 25.00 MBF               | \$ 62.00 / MBF          |

\* The total volume is statistically estimated within plus (+) or minus (-) 10.72 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:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 01                         | 35%                                |
| 02                         | 11%                                |
| 03                         | 15%                                |
| 04                         | 39%                                |

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 09/30/2015.

## Sale Specific Conditions & Requirements

Sale Name: Wraco Aspen Sale Number: 71-014-13-01

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (10/12)

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

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 3 and 4, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except DO NOT CUT OR DAMAGE any trees marked above and below stump height with GREEN paint.

##### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization except DO NOT CUT OR DAMAGE any white pine trees, red pine trees, or trees marked above and below stump height with GREEN paint. All aspen, red maple and jack pine trees down to 2" DBH must be cut regardless of merchantability.

#### 2.2 - Utilization

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

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

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 and 4 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 Units 1 and 2, if more than 10% of the oak and pine 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 10% of residual 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 or be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

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

### 4.2 - Maintenance

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

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

### 4.4 - Access

#### 4.4.3 - Access gate (12/08)

The access gate must be locked at all times. This is to prevent someone other than the Purchaser from going through the gate and being locked in. The producer will need to provide a 2nd lock so the gate can be double locked.

## 5 - Operations

### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations and review cutting specifications.

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

The Purchaser is responsible for contacting the pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Breitburn Energy at 1-888-250-1681 regarding specifics of operating in and around the pipeline. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

#### 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

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

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

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

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

To promote aspen regeneration, harvesting is limited to September 1st through March 31st. Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the

operation is complete.

#### 5.2.4 - Dead and Down Creation

##### 5.2.4.2 - 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 (2) bundles of trees or tree-tops on the ground for every five (5) acres. They should be scattered adjacent to the sale along any swamp/lowland shrub edges 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, a full tree, or tree-tops.

##### 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

#### 5.2.29 - 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.

#### 5.4 - 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 Osceola Road and Elwell Road prior to beginning operations. The road must be posted at locations designated by the timber sale administrator. to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.





# TIMBER SALE MAP

014

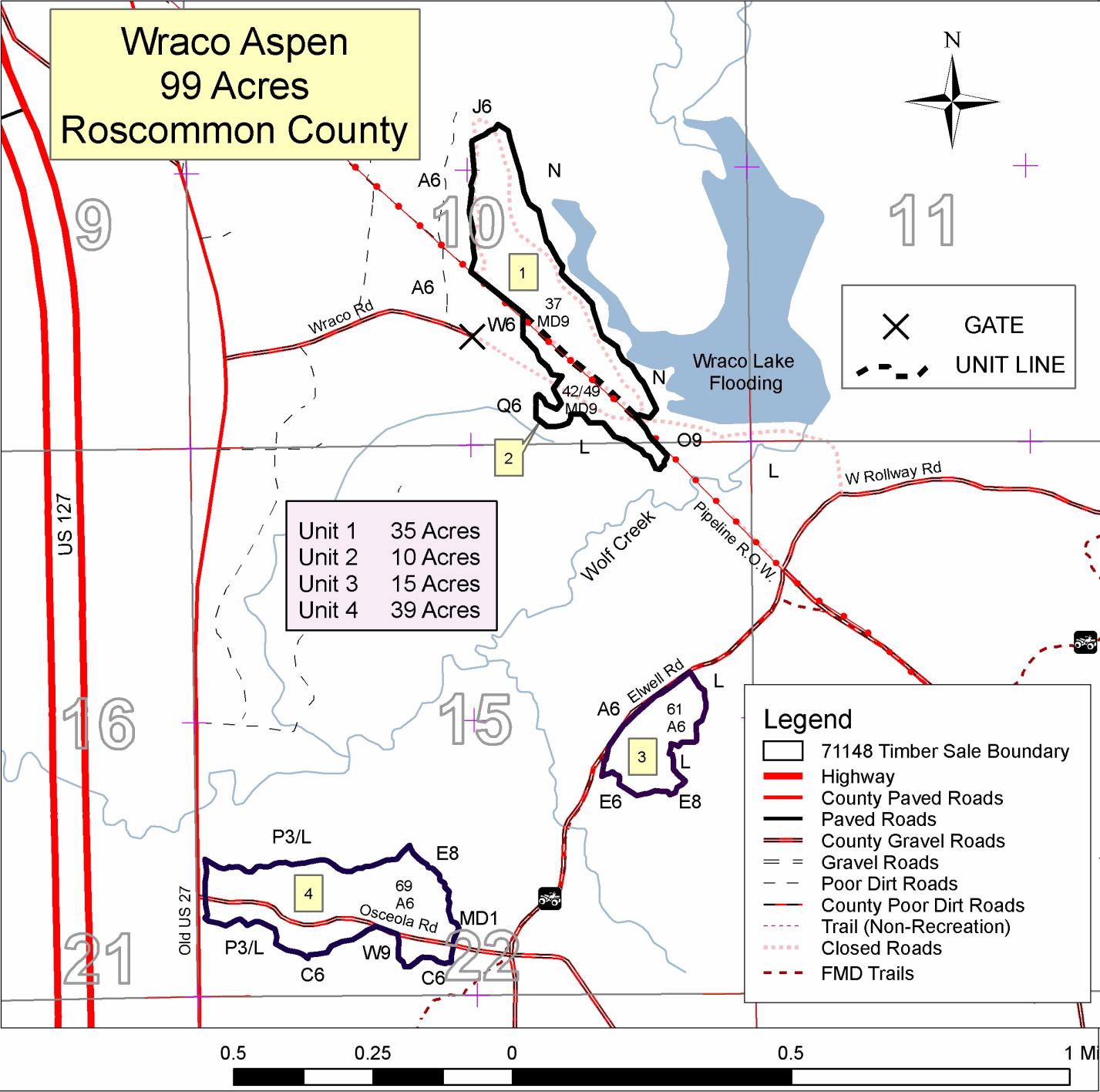
2013

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

|  |                            |                      |   |           |         |
|--|----------------------------|----------------------|---|-----------|---------|
| Forest Management Unit<br><b>Roscommon</b> | County<br><b>Roscommon</b> | Mapped By<br>Ekdorn  | Date<br><b>04/05/2013</b>   | Page<br>1 | of<br>1 |
| Township<br><b>T21N</b>                    | Range<br><b>R04W</b>       | Cruised By<br>Ekdorn | Section(s) and Subdivision(s)<br><b>10 - SWNE; W1/2SE; SESE 15 - E1/2NE; NESE; S1/2SW</b> |           |         |

1:15,840

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



**Wraco Aspen  
99 Acres  
Roscommon County**

|        |          |
|--------|----------|
| Unit 1 | 35 Acres |
| Unit 2 | 10 Acres |
| Unit 3 | 15 Acres |
| Unit 4 | 39 Acres |

**Legend**

- 71148 Timber Sale Boundary
- Highway
- County Paved Roads
- Paved Roads
- County Gravel Roads
- Gravel Roads
- Poor Dirt Roads
- County Poor Dirt Roads
- Trail (Non-Recreation)
- Closed Roads
- FMD Trails



# TIMBER SALE INFORMATION

## COPPERHEAD EAST (71-019-13-01)

T21N, R03W, SEC. 21.

Roscommon County (Advertised Price \$51,595.20)

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

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

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| B. T. Aspen                   | 229.70 MBF              | \$ 57.00 / MBF          |
| White Pine                    | 65.60 MBF               | \$ 56.00 / MBF          |
| Pulpwood                      |                         |                         |
| B. T. Aspen                   | 735.00 Cords            | \$ 27.20 / Cord         |
| White Pine                    | 356.00 Cords            | \$ 19.30 / Cord         |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$7,965.90:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| Red Maple                     | 58.20 MBF               | \$ 61.00 / MBF          |
| Red Pine                      | 16.80 MBF               | \$ 114.00 / MBF         |
| Pulpwood                      |                         |                         |
| Mixed Softwood                | 69.00 Cords             | \$ 12.90 / Cord         |
| Red Maple                     | 244.00 Cords            | \$ 6.60 / Cord          |

\* The total volume is statistically estimated within plus (+) or minus (-) 9.17 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 **\$2,600.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:
 

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 01                         | 30%                                |
| 02                         | 32%                                |
| 03                         | 14%                                |
| 04                         | 24%                                |
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2015.

## Sale Specific Conditions & Requirements

Sale Name: Copperhead East Sale Number: 71-019-13-01

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (10/12)

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

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 - 4, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except DO NOT CUT OR DAMAGE any oak trees.

#### 2.2 - Utilization

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

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

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 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.

### 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 or be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 20 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

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

#### 4.2 - Maintenance

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

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

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

The following road maintenance is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the access road (snowmobile trail) must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel if necessary. Damages will be assessed if grading/repair does not occur.

### 5 - Operations

## 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations and review cutting specifications.

### 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

#### 5.2.1.8 - 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.

### 5.2.4 - 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 bundles of trees or tree tops on the ground for every five acres. They should be scattered along the south edge of Unit 1 & 2 and the north and south edges of Unit 3 & 4 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, a full tree, or tree tops.

#### 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed. Exception: All dead trees within 50' of the snowmobile trail will be cut and left on the ground.

### 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.

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

There is a snowmobile trail on and adjacent to the sale (See Timber Sale Map for location). Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. The snowmobile trail may only be crossed at right angles. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut as close to ground level as possible.

## 5.4 - Soil Protection

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

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

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

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

## 6 - Safety and Fire Prevention

## 6.2 - Signing

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

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



# TIMBER SALE MAP

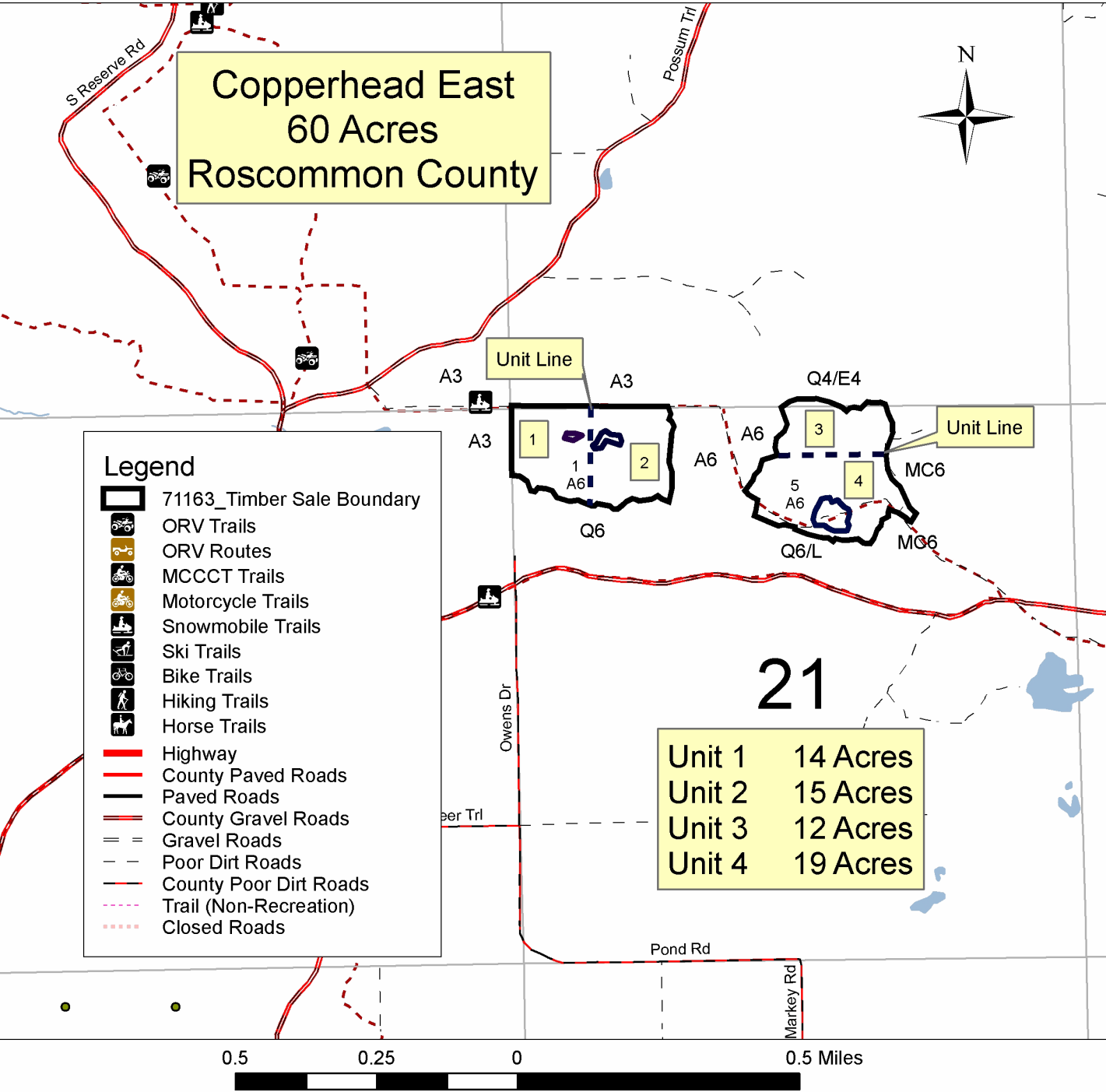
019

2013

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

|  |                            |   |                 |           |         |
|--|----------------------------|---|-----------------|-----------|---------|
| Forest Management Unit<br><b>Roscommon</b> | County<br><b>Roscommon</b> | Mapped By<br>Ekdorn                                       | Date<br>7/08/13 | Page<br>1 | of<br>1 |
| Township<br><b>T21N</b>                    | Range<br><b>R03W</b>       | Section(s) and Subdivision(s)<br><b>21 - NWNE; N1/2NW</b> | 1:15,840        |           |         |

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







WRACO ASPEN (71-014-13-01)

T21N, R04W, SEC. 10; T21N, R04W, SEC. 15, Roscommon County

In response to the notice of sale to be held 11:00 a.m. (local time) on September 24, 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.

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE</u> |
|-------------------------------|-------------------------|-------------------------|------------------|
| <b>Sawlogs</b>                |                         |                         |                  |
| Mixed Aspen                   | 82.40 MBF               | \$ 41.00 / MBF          | \$ _____ / MBF   |
| Mixed Oak                     | 84.40 MBF               | \$ 89.00 / MBF          | \$ _____ / MBF   |
| Mixed Pine                    | 70.60 MBF               | \$ 180.00 / MBF         | \$ _____ / MBF   |
| <b>Pulpwood</b>               |                         |                         |                  |
| Mixed Aspen                   | 933.00 Cords            | \$ 14.90 / Cord         | \$ _____ / Cord  |
| Mixed Oak                     | 354.00 Cords            | \$ 9.65 / Cord          | \$ _____ / Cord  |
| Mixed Softwood                | 360.00 Cords            | \$ 11.45 / Cord         | \$ _____ / Cord  |
| Red Maple                     | 229.00 Cords            | \$ 11.00 / Cord         | \$ _____ / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,550.00 :

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| <b>Sawlogs</b>                |                         |                         |
| Red Maple                     | 25.00 MBF               | \$ 62.00 / MBF          |

\* The total volume is statistically estimated within plus (+) or minus (-) 10.72 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

|   |
|---|
| FEDERAL ID: _____ or SOCIAL SECURITY NUMBER: _____<br>Company or individual bidding: _____<br>Company representative's name: _____<br>Address: _____<br>City: _____ State: _____ Zip: _____ |
|---|

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

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

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



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

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

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

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

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

Please Check Appropriate Categories:

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

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

COPPERHEAD EAST (71-019-13-01)  
T21N, R03W, SEC. 21, Roscommon County

In response to the notice of sale to be held 11:00 a.m. (local time) on September 24, 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.

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE</u> |
|-------------------------------|-------------------------|-------------------------|------------------|
| Sawlogs                       |                         |                         |                  |
| B. T. Aspen                   | 229.70 MBF              | \$ 57.00 / MBF          | \$ _____ / MBF   |
| White Pine                    | 65.60 MBF               | \$ 56.00 / MBF          | \$ _____ / MBF   |
| Pulpwood                      |                         |                         |                  |
| B. T. Aspen                   | 735.00 Cords            | \$ 27.20 / Cord         | \$ _____ / Cord  |
| White Pine                    | 356.00 Cords            | \$ 19.30 / Cord         | \$ _____ / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$7,965.90 :

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawlogs                       |                         |                         |
| Red Maple                     | 58.20 MBF               | \$ 61.00 / MBF          |
| Red Pine                      | 16.80 MBF               | \$ 114.00 / MBF         |
| Pulpwood                      |                         |                         |
| Mixed Softwood                | 69.00 Cords             | \$ 12.90 / Cord         |
| Red Maple                     | 244.00 Cords            | \$ 6.60 / Cord          |

\* The total volume is statistically estimated within plus (+) or minus (-) 9.17 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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

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

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

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

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

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

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



# TIMBER SALE

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

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

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

Please Check Appropriate Categories:

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

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date