



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN**

TIMBER SALE PROSPECTUS #4995

SCHEDULED SALE DATE AND TIME: 11:00 a.m. (local time) on November 6, 2013.

LOCATION: GLADWIN MGMT UNIT, 801 N SILVERLEAF, GLADWIN, MI 48624.

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

WALKER OAK TAKE 2 (73-008-13-01) / T20N, R05E, SEC. 15, E1/2NW, S1/2NE, SE, SW.

T20N, R05E, SEC. 16, E1/2NESE.

T20N, R05E, SEC. 22, N1/2NW.

Arenac County, Advertised Price \$116,153.70, 255.0 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.

HIGHLANDS OAK (73-008-10-01) / T18N, R02E, SEC. 16, SESE.

T18N, R02E, SEC. 22, S1/2NE, SE1/4, SW1/4, SWNW.

T18N, R02E, SEC. 27, NENE, W1/2NE, N1/2NW, SWNW.

T18N, R02E, SEC. 34, NWSE, SW1/4, NW1/4.

Gladwin County, Advertised Price \$47,878.20, 187.0 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, GLADWIN OFFICE, 801 N SILVERLEAF, GLADWIN, MI 48624, no later than 11:00 a.m. (local time) on November 6, 2013. For further information concerning this sale, contact Jason Hartman at 989-426-9205 extension 7640.

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. 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

WALKER OAK TAKE 2 (73-008-13-01)

T20N, R05E, SEC. 15; T20N, R05E, SEC. 16; T20N, R05E, SEC. 22.

Arenac County (Advertised Price \$116,153.70)

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:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Mixed Oak	165.90 MBF	\$ 77.00 / MBF
Red Pine	242.40 MBF	\$ 132.00 / MBF
Pulpwood		
Mixed Aspen	985.00 Cords	\$ 18.40 / Cord
Mixed Oak	1,342.00 Cords	\$ 15.90 / Cord
Red Maple	383.00 Cords	\$ 16.30 / Cord
Red Pine	185.00 Cords	\$ 57.80 / Cord
White Pine	234.00 Cords	\$ 47.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,940.10:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Mixed Aspen	19.30 MBF	\$ 37.00 / MBF
Red Maple	19.10 MBF	\$ 60.00 / MBF
White Pine	43.60 MBF	\$ 38.00 / MBF
Pulpwood		
Jack Pine	24.00 Cords	\$ 14.90 / Cord
Mixed Hardwood	8.00 Cords	\$ 8.20 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 8.79 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 **\$5,800.00** 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	20%
02	24%
03	9%
04	9%
05	9%
06	9%
07	8%
08	12%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 03/31/2016.

Sale Specific Conditions & Requirements

Sale Name: Walker Oak Take 2 Sale Number: 73-008-13-01

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 blue, red and yellow paint. The red/blue painted boundary line trees are not Included Timber and are to be protected. 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. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid and operations in the adjacent unit have been approved by the sale administrator.

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.

EXCEPTION: Within all Payment Units DO NOT cut any trees marked with green paint above and below stump height. Also do not cut any cedar or hemlock trees, if present.

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

Within Payment Unit(s) 2 - 8, 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 (D.B.H.) regardless of merchantability.

EXCEPTION: Within all Payment Units DO NOT cut any trees marked with green paint above and below stump height. Also do not cut any cedar or hemlock trees, if present.

EXCEPTION: Within Payment Unit 2, cut only white pine and red pine trees with a diameter of 6 inches or greater measured at D.B.H..

EXCEPTION: Within Payment Unit 3, do not cut any oak trees. Also cut only red pine and white pine trees with a diameter of 6 inches or greater measured at D.B.H..

EXCEPTION: Within Payments Units 4, 5, 6, & 7, DO NOT cut any red pine or white pine trees UNLESS they are marked with orange paint above and below stump height.

EXCEPTION: Within Payment Units 4, 5, 6, 7, & 8, Cut only oak trees with a diameter of 6 inches or greater measured at D.B.H..

2.2 - Utilization

2.2.3 - Stump heights (4/07)

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

2.2.4 - Skidding length (2/11)

Skidding of unlimbed tops or lengths over 17 feet is not permissible within Payment Units 4 - 7 unless approved by the Unit Manager or his/her representative.

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 35% 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

4.1.3 - Slash and earthen piles (8/04)

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

4.1.7 - Road closure (10/11)

Any roads identified for closure on the sale map, must be closed by the completion of the sale if used for operations. Closures may include berms, scattering slash and stumps, or other methods approved by the sale administrator. All stumps from landing construction must be reserved for road closures. These stumps will be scattered along the road system to prohibit vehicular movement.

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 initial operations to determine landings and discuss the cutting specifications. The Unit Manager or his/her representative must be contacted at least 2 days in advance to schedule the conference. The Purchaser shall also notify the sale administrator each time operations cease or resume in each payment unit. Operations in each payment units must be addressed by a pre-sale conference which may be done via telephone at the discretion of the sale administrator.

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.

5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. This pertains to Payment Units 4 - 7.

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 - 7 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.

5.2.3.6 - 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.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1, cutting and skidding, should occur during dry summer or frozen winter conditions. The reason for the recommendation is because there is a red maple patch within the sale unit that is on wetter ground.

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 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

5.8.3 - Red shoulder hawk or goshawk (3/13)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area. An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 1 to August 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

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 Walker Road prior to beginning operations. The road must be posted 200 feet from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The DNR can provide signs if needed.



TIMBER SALE MAP

008

2013

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

Forest Management Unit Gladwin	County Arenac	Mapped By Cruised By	Bates	Date 04/30/2013	Page 1	of 1
Township T20N	Range R05E	Section(s) and Subdivision(s) Sec 15: E1/2NW, S1/2NE, SE, SW; Sec 16: E1/2NESE; Sec 22: N1/2NW				

Cover Type				Density			
A - Aspen	G - Grass	O - Oak	U - Upland Brush	U - 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 Conifer	W - White Pine	2 = Seedling Sapling Medium	7 = Saw Timber Poor		
D - Tread Bog	I - Lowland Brush	R - Red Pine	X - Non Stocked	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E - Swamp Hardwoods	M = (M), Bch, Brch	S - Black Spruce	Z - Water	4 - Pole Timber Poor	9 - Saw Timber Well		
F - Spruce Fir	N - Marsh	T - Tamarack					

Walker Oak Take 2 255 Acres

09

10

11

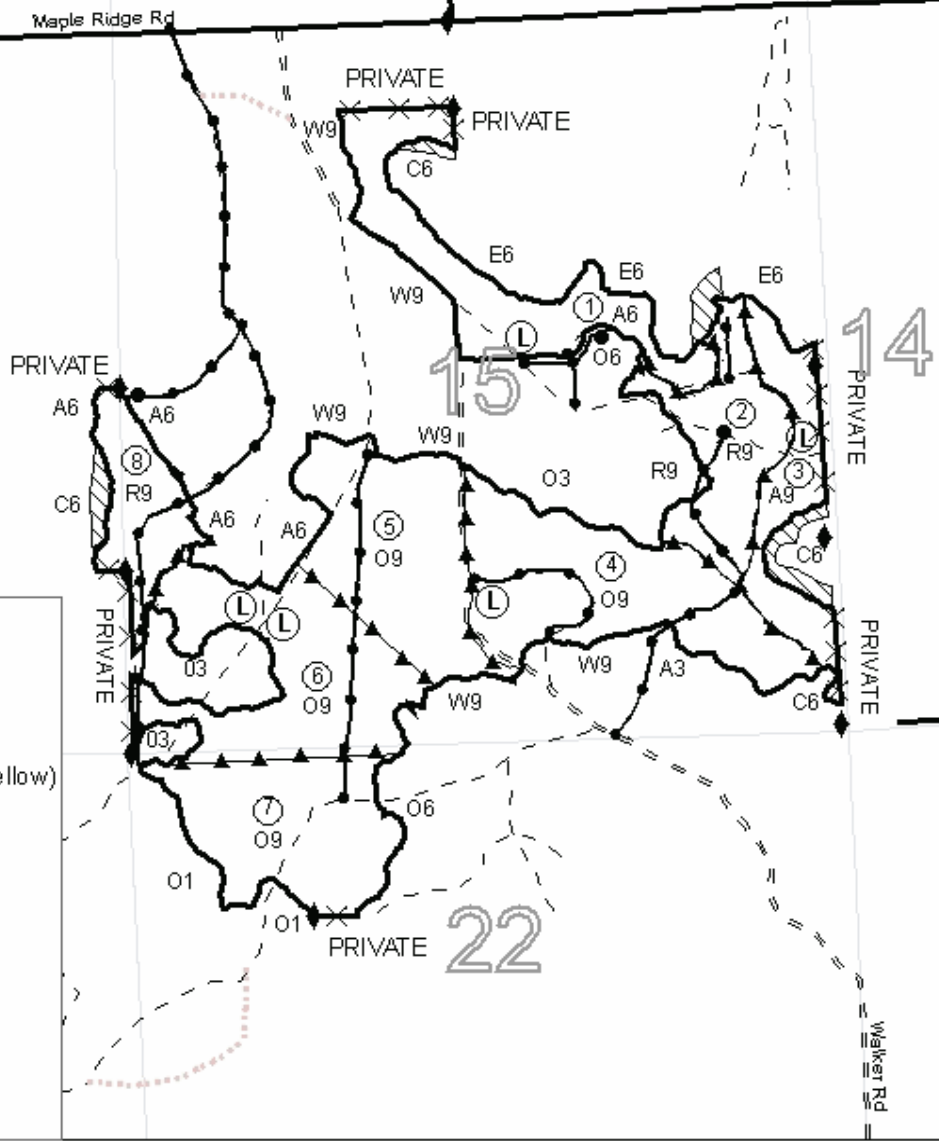


Payment Unit Information

P.U.	Area	Stand #
1	32 Ac.	10
2	26 Ac.	21
3	18 Ac.	26
4	43 Ac.	16
5	40 Ac.	16
6	43 Ac.	16
7	35 Ac.	16
8	18 Ac.	09

Legend

- Sale Boundary (red)
- Private Boundary (blue)
- Payment Unit Boundary (yellow)
- Payment Unit
- Landing Site
- Survey Corner
- Retention
- Forest Road
- County Dirt Road
- Forest Road Closure



TIMBER SALE INFORMATION

HIGHLANDS OAK (73-008-10-01)

T18N, R02E, SEC. 16; T18N, R02E, SEC. 22; T18N, R02E, SEC. 27; T18N, R02E,
SEC. 34.

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 & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
B. T. Aspen	52.00 MBF	\$ 52.00 / MBF
Mixed Oak	125.00 MBF	\$ 87.00 / MBF
Pulpwood		
B. T. Aspen	396.00 Cords	\$ 26.25 / Cord
Jack Pine	459.00 Cords	\$ 15.80 / Cord
Mixed Oak	624.00 Cords	\$ 15.90 / Cord
Red Pine	85.00 Cords	\$ 51.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,378.40:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Red Pine	12.00 MBF	\$ 119.00 / MBF
Pulpwood		
Red Maple	66.00 Cords	\$ 14.40 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 8.70 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 **\$2,400.00** 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	3%
02	2%
03	6%
04	29%
05	12%
06	4%
07	5%
08	9%
09	5%
10	5%
11	4%
12	8%
13	8%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2014.

Sale Specific Conditions & Requirements

Sale Name: Highlands Oak Sale Number: 73-008-10-01

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 blue, red and/or yellow paint. The painted exterior boundary line trees are not Included Timber and are to be protected. 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. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, 4, 6, 7, 8, 9, 11, 12 and 13., cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability.

EXCEPTION: Do not cut trees marked with green paint.

EXCEPTION: Within Units 3 and 12, do not cut any red pine.

EXCEPTION: Within Unit 4, do not cut any white oak, red pine or white pine.

EXCEPTION: Within Unit 7, do not cut any white oak or white pine.

EXCEPTION: Within Unit 8, do not cut any oak or pine.

EXCEPTION: Within Unit 9, do not cut any oak or red pine.

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

Within Payment Unit(s) 5, cut all trees which meet minimum piece specifications in 2.2 Utilization.

EXCEPTION: Do not cut any trees marked with green paint.

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

Within Payment Unit(s) 10, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.11 - Description of timber note (2/04)

Note that all trees greater than 4" dbh must be cut that are within 33 ft of the center of roads marked as Poor County Roads on the map and identified with pink flagging within the sale area. Timber larger than 4" dbh is included in this timber sale contract.

2.2 - Utilization

2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length. Topwood less than 4" in diameter must be left in piles in all units except 1, 2, and 13. Use of a feller buncher, or other similar process approved by the sale administrator, is required prior to in-woods processing.

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1-13, chipping is not permitted for timber 4" in diameter or smaller.

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. 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.

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 (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. 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. Stumps and brush must be placed throughout these temporary roads. Contact the sale administrator for specific details of design and placement.

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. The Unit Manager or his/her representative must be contacted at least 10 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. The producer awarded this contract may have the option of a separate contract involving ORV restoration.

5.2 - Conduct of Operations

5.2.1 - Slash

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

Slash is to be disposed of as directed by the administering forester.

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) 10, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage concerns.

5.2.4 - Dead and Down Creation

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.

5.2.39 - ORV trail/route protection (12/12)

The Gladwin ORV Trail is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the Gladwin ORV trail prior to beginning operations. The trail must be posted 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 DNR will provide these signs.



TIMBER SALE MAP

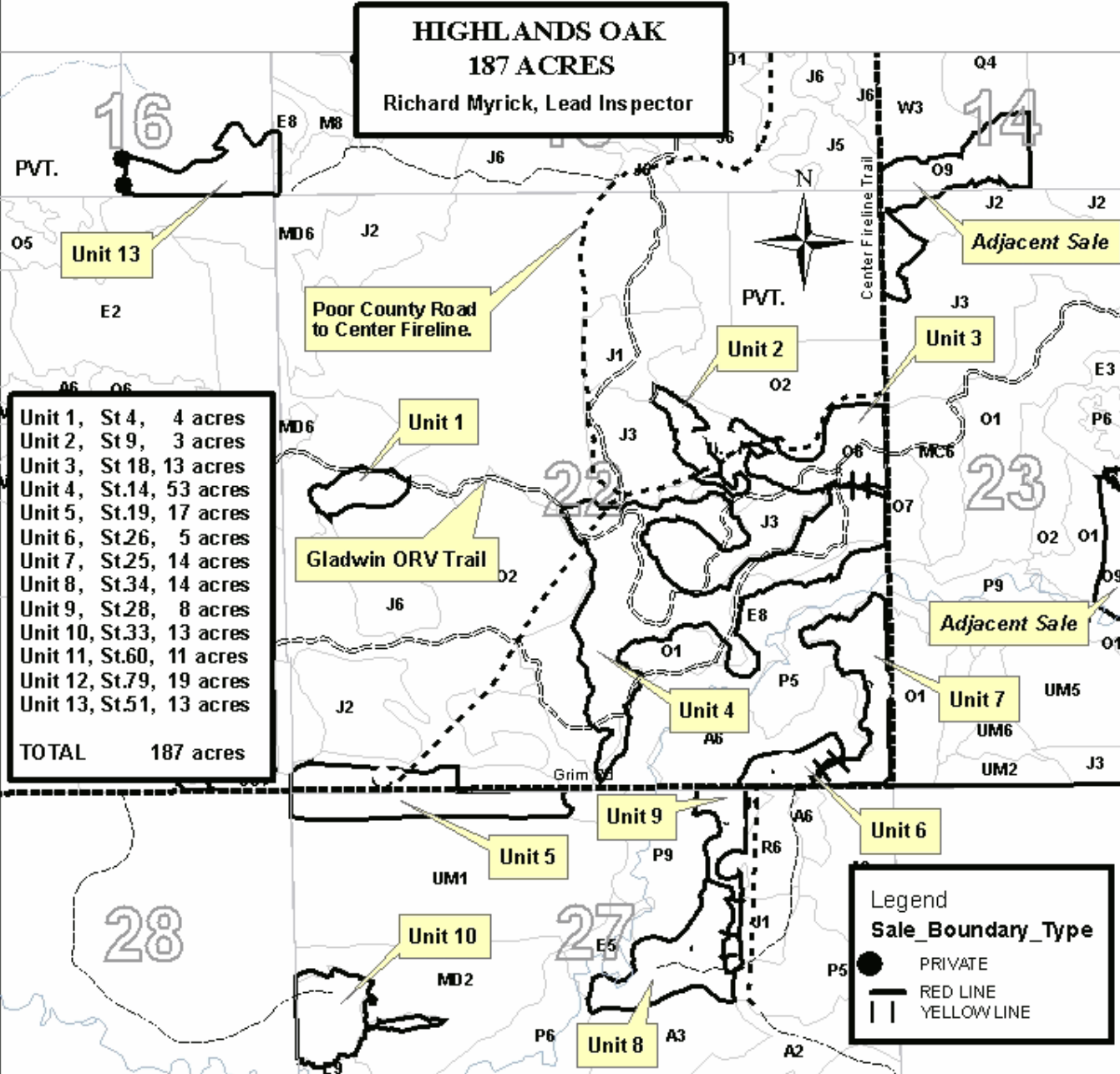
This information provided by authority of Part 525, 1994 PA 451, as amended.

Sale Number	Year
73-008-10-01	2013

Forest Management Unit GLADWIN	County GLADWIN	Mapped By RICHARD MYRICK	Date 08/15/2013	Page 1	of 2
Township T 18N	Range R 02E	Section(s) and Subdivision(s) 16, SE SE; 22, S1/2NE, SE1/4, SW1/4, SWNW; 27, NENE, W1/2NE, N1/2NW, SWNW.	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	F - Lowland Poplar	V - Bog or Marsh	1 - Seedling Sapling Poor	6 - Pole Timber Well	
C - Cedar	J - Jack Pine	Q - Mixed Swamp Crfb.	W - White Pine	2 - Seedling Sapling Medium	7 - Saw Timber Poor	
D - Red Bog	L - Loblack Birch	R - Red Pine	X - Non Stocked	3 - Seedling Sapling Well	8 - Saw Timber Medium	
E - Swamp Hdwoods	M - Mpl. Bkls. Birch	S - Black Spruce	Z - Water	4 - Pole Timber Poor	9 - Saw Timber Well	
F - Spruce Fir	N - Marsh	T - Tamarack				

HIGHLANDS OAK
187 ACRES
 Richard Myrick, Lead Inspector



Unit 1, St.4,	4 acres
Unit 2, St.9,	3 acres
Unit 3, St.18,	13 acres
Unit 4, St.14,	53 acres
Unit 5, St.19,	17 acres
Unit 6, St.26,	5 acres
Unit 7, St.25,	14 acres
Unit 8, St.34,	14 acres
Unit 9, St.28,	8 acres
Unit 10, St.33,	13 acres
Unit 11, St.60,	11 acres
Unit 12, St.79,	19 acres
Unit 13, St.51,	13 acres
TOTAL	187 acres

Legend

Sale_Boundary_Type	
	PRIVATE
	RED LINE
	YELLOWLINE



TIMBER SALE MAP

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

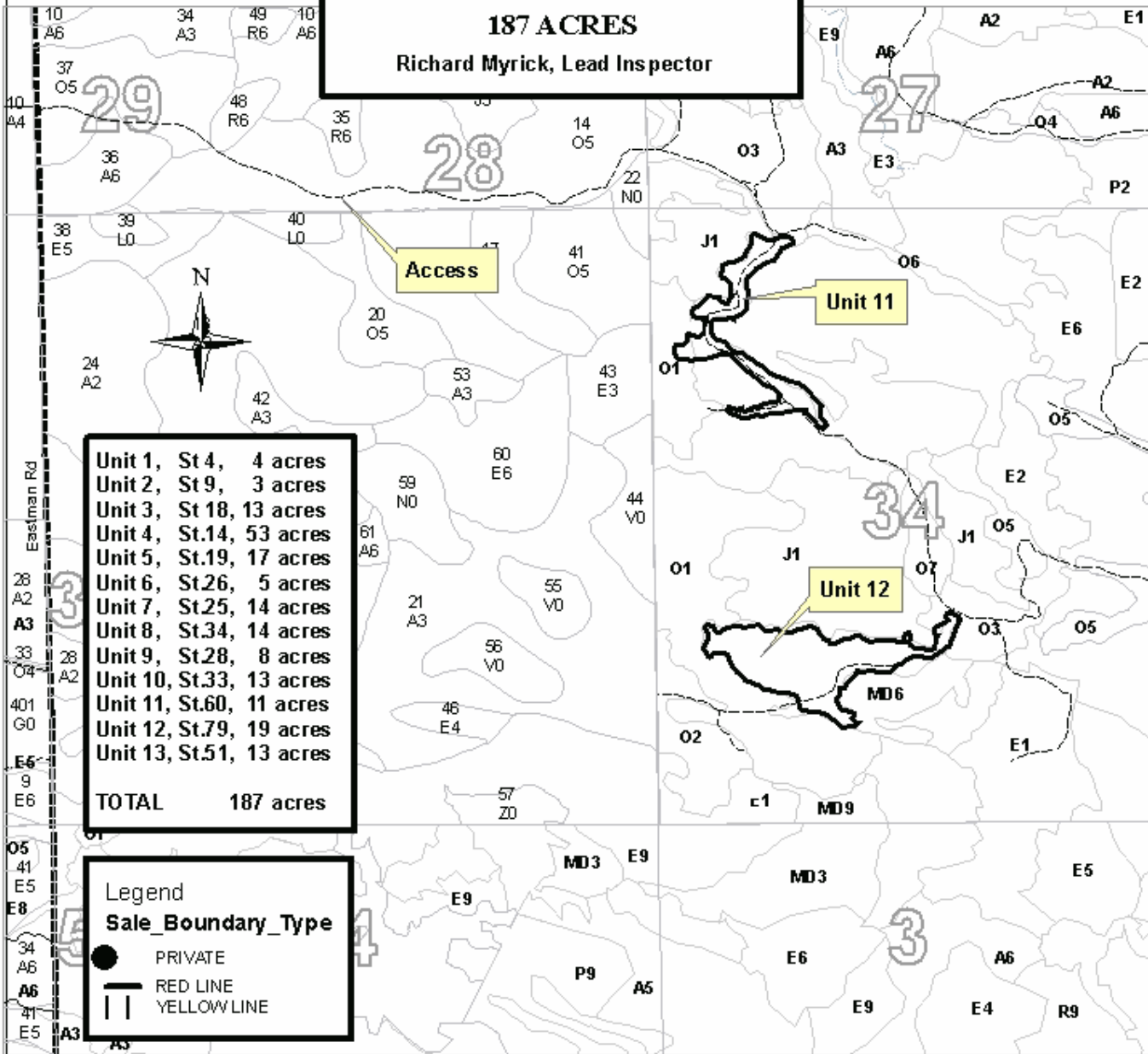
Sale Number	Year
73-008-10-01	2013

Forest Management Unit GLADWIN	County GLADWIN	Mapped By RICHARD MYRICK	Date 08/15/2013	Page 2	of 2
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Township T 18N	Range R 02E	Section(s) and Subdivision(s) 34, NWSE, SW1/4, NW1/4.	1:15,840
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Cover Type				Density	
A - Aspen	G - Grass	O - Oak	U - Upland Brush	0 - Non Stocked	5 - Pole Timber Medium
B - Paper Birch	H - Hemlock	F - Lowland Poplar	V - Bog or Marsh	1 - Seedling Sapling Poor	6 - Pole Timber Well
C - Cedar	J - Jack Pine	Q - Mixed Swamp Crfr.	W - White Pine	2 - Seedling Sapling Medium	7 - Saw Timber Poor
D - Red Bog	I - Lowland Brush	R - Red Pine	X - Non Stocked	3 - Seedling Sapling Well	8 - Saw Timber Medium
E - Swamp Hardwoods	M - Mpl. Oak Brush	S - Black Spruce	Z - Water	4 - Pole Timber Poor	9 - Saw Timber Well
F - Spruce Fir	N - Marsh	T - Tamarack			

HIGHLANDS OAK
187 ACRES
Richard Myrick, Lead Inspector



Unit 1, St.4, 4 acres
Unit 2, St.9, 3 acres
Unit 3, St.18, 13 acres
Unit 4, St.14, 53 acres
Unit 5, St.19, 17 acres
Unit 6, St.26, 5 acres
Unit 7, St.25, 14 acres
Unit 8, St.34, 14 acres
Unit 9, St.28, 8 acres
Unit 10, St.33, 13 acres
Unit 11, St.60, 11 acres
Unit 12, St.79, 19 acres
Unit 13, St.51, 13 acres
TOTAL 187 acres

Legend	
Sale_Boundary_Type	
	PRIVATE
	RED LINE
	YELLOW LINE



WALKER OAK TAKE 2 (73-008-13-01)

T20N, R05E, SEC. 15; T20N, R05E, SEC. 16; T20N, R05E, SEC. 22, Arenac County

In response to the notice of sale to be held 11:00 a.m. (local time) on November 6, 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 & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Sawlogs			
Mixed Oak	165.90 MBF	\$ 77.00 / MBF	\$ _____ / MBF
Red Pine	242.40 MBF	\$ 132.00 / MBF	\$ _____ / MBF
Pulpwood			
Mixed Aspen	985.00 Cords	\$ 18.40 / Cord	\$ _____ / Cord
Mixed Oak	1,342.00 Cords	\$ 15.90 / Cord	\$ _____ / Cord
Red Maple	383.00 Cords	\$ 16.30 / Cord	\$ _____ / Cord
Red Pine	185.00 Cords	\$ 57.80 / Cord	\$ _____ / Cord
White Pine	234.00 Cords	\$ 47.20 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,940.10 :

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Mixed Aspen	19.30 MBF	\$ 37.00 / MBF
Red Maple	19.10 MBF	\$ 60.00 / MBF
White Pine	43.60 MBF	\$ 38.00 / MBF
Pulpwood		
Jack Pine	24.00 Cords	\$ 14.90 / Cord
Mixed Hardwood	8.00 Cords	\$ 8.20 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 8.79 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): _____

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



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 ()	
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

HIGHLANDS OAK (73-008-10-01)

T18N, R02E, SEC. 16; T18N, R02E, SEC. 22; T18N, R02E, SEC. 27; T18N, R02E, SEC. 34, Gladwin
County

In response to the notice of sale to be held 11:00 a.m. (local time) on November 6, 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 & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
<u>Sawlogs</u>			
B. T. Aspen	52.00 MBF	\$ 52.00 / MBF	\$ _____ / MBF
Mixed Oak	125.00 MBF	\$ 87.00 / MBF	\$ _____ / MBF
<u>Pulpwood</u>			
B. T. Aspen	396.00 Cords	\$ 26.25 / Cord	\$ _____ / Cord
Jack Pine	459.00 Cords	\$ 15.80 / Cord	\$ _____ / Cord
Mixed Oak	624.00 Cords	\$ 15.90 / Cord	\$ _____ / Cord
Red Pine	85.00 Cords	\$ 51.20 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,378.40 :

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
<u>Sawlogs</u>		
Red Pine	12.00 MBF	\$ 119.00 / MBF
<u>Pulpwood</u>		
Red Maple	66.00 Cords	\$ 14.40 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 8.70 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.
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 - C. Corporation
2. You **must** check one of the boxes below:
 - A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
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 - C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

_____ Full-time Employees

_____ Part-time Employees

Name of Business		Federal ID (or) Social Security No.
Address		Telephone ()
City	State	ZIP

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

Signature of Owner or Authorized Representative

Title

Date