

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #4999

SCHEDULED SALE DATE AND TIME: 11:00 a.m. (local time) on November 18, 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:

<u>WANA-BUK JACK</u> (72-024-12-01) / T28N, R01W, SEC. 15, NW, N 1/2 SW, W 1/2 NE. Crawford County, Advertised Price \$48,254.95, 231.0 Acres

SALE NOTE: This sale is for a one year contract. No extension will be allowed due to Kirtland Warbler management plan. Time restrictions may apply to portions of this sale due to Kirtland Warbler restrictions (May 1st through October 1st). Stump heights within the sale shall not exceed 6".

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.

OUT IN THE BOONDOCKS JACK PINE (72-025-12-01) / T28N, R01W, SEC. 10, S1/2, NE1/4. Crawford County, Advertised Price \$58,302.30, 322.0 Acres

SALE NOTE: This sale is a one year contract. No expirations will be allowed due to Kirtland Warbler management plans. Time restrictions may affect portions of this sale (May 1st through October 1st). Stump heights within this sale shall not exceed 6".

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, GRAYLING OFFICE, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738, no later than 11:00 a.m. (local time) on November 18, 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 (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

WANA-BUK JACK (72-024-12-01)

T28N, R01W, SEC. 15.

Crawford County (Advertised Price \$48,254.95)

SALE NOTE: This sale is for a one year contract. No extension will be allowed due to Kirtland Warbler management plan. Time restrictions may apply to portions of this sale due to Kirtland Warbler restrictions (May 1st through October 1st). Stump heights within the sale shall not exceed 6".

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\	VERTISED PRICE
Sawlogs			
Jack Pine	249.30 MBF	\$	31.00 / MBF
Red Pine	28.80 MBF	\$	104.00 / MBF
Pulpwood			
Jack Pine	2,127.00 Cords	\$	15.20 / Cord
Red Pine	81.00 Cords	\$	39.55 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,997.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Oak	260.00 Cords	\$	7.35 / Cord
Q. Aspen	5.00 Cords	\$	17.30 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.31 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 \$3,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	15%
02	13%
03	16%
04	21%
05	15%
06	20%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 11/30/2014.

Sale Specific Conditions & Requirements

Sale Name: Wana-buk Jack Sale Number: 72-024-12-01

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 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.

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 Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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 recreation trails. These cut snags may be utilized or must be scattered back into the sale area.

2.2 - Utilization

2.2.2 - Chipping required (1/11)

The sale 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. Retaining 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply due to Kirtland Warbler Habitat and low nutrient demands for Jack Pine.

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

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

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a green boundary line. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay as fixed, agreed and liquidated damages double the price as specified in the Timber Sale Proposal for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

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 utilized in road barriers or placed along new roads as described in spec. 4.1.7, Road Closures.

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 existing road edges or utilized in barriers for new roads. 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. Stumps and brush must be placed along the remainder of the trail. 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 during wet weather conditions.

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning a Payment Unit 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.

5.1.4 - 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.

5.2.1.2 - 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 roads.

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.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of snowmobile route 409 without permission of the Unit Manager or his/her representative.

5.2.40 - Pathway protection (10/10)

The Midland to Mackinac Trail is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline.

5.2.41 - Snowmobile trail protection (9/11)

Route 409 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 without written permission from the Unit Manager or his/her representative. 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.

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

5.8.1 - Kirtland's warbler (1) (2/04)

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from 05/01 to 10/01.

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 route 409 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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 Purchaser will provide these signs.

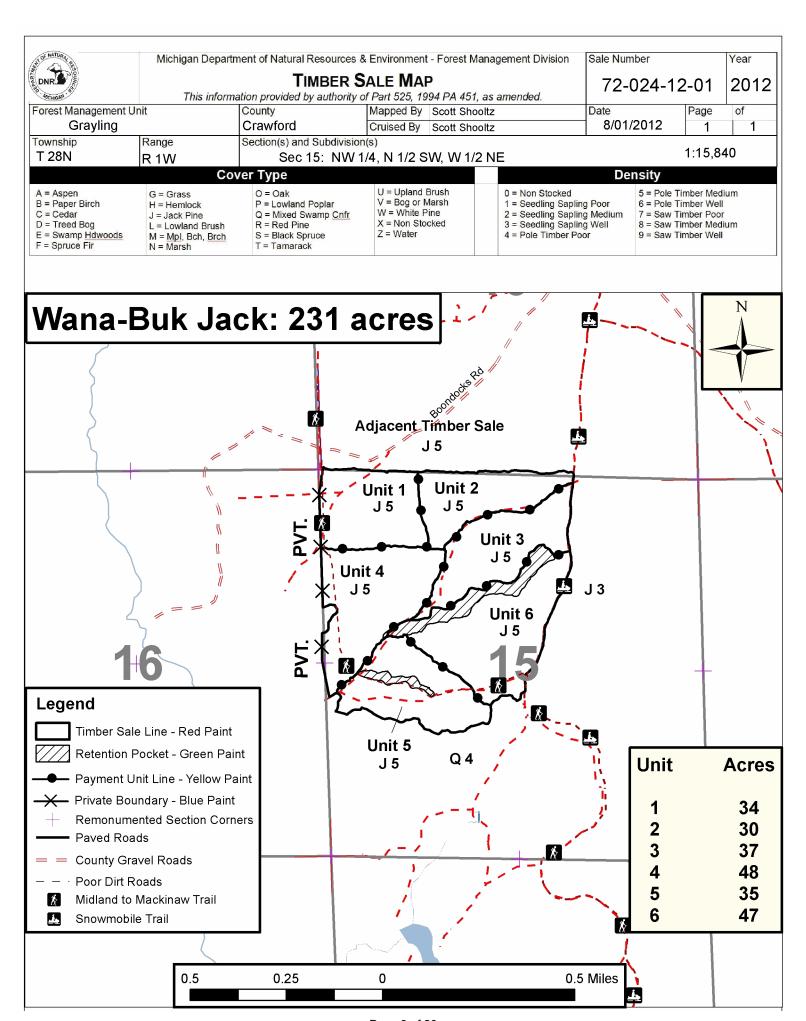
7 - Other Conditions

7.2 - Extensions

7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract. The purpose of this sale is to create habitat for the endangered Kirtland's Warbler. This sale is already scheduled for planting.

Section Name: Sale Specific Current as of 10/10/2013 8:49:45AM



TIMBER SALE INFORMATION

OUT IN THE BOONDOCKS JACK PINE (72-025-12-01)

T28N, R01W, SEC. 10.

Crawford County (Advertised Price \$58,302.30)

SALE NOTE: This sale is a one year contract. No expirations will be allowed due to Kirtland Warbler management plans. Time restrictions may affect portions of this sale (May 1st through October 1st). Stump heights within this sale shall not exceed 6".

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*	ADV	ERTISED PRICE
Sawlogs			
Jack Pine	110.10 MBF	\$	31.00 / MBF
Pulpwood			
Jack Pine	3,018.00 Cords	\$	15.45 / Cord
Red Pine	146.00 Cords	\$	37.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,786.10:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	/ERTISED PRICE
Sawlogs			
Red Pine	14.10 MBF	\$	101.00 / MBF
Pulpwood			
Black Cherry	5.00 Cords	\$	2.40 / Cord
Black Spruce	25.00 Cords	\$	7.45 / Cord
Mixed Oak	97.00 Cords	\$	8.55 / Cord
Q. Aspen	19.00 Cords	\$	17.60 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 8.09 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 \$3,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.

VALUE

- 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
01	18%
02	14%
03	13%
04	13%
05	13%
06	13%
07	16%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 11/28/2014.

Sale Specific Conditions & Requirements

Sale Name: Out In The Boondocks Jack Pine Sale Number: 72-025-12-01

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 except where an exception is listed below. In addition, the following roads serve as unpainted designated unit boundaries: Bookdocks Road and Snowmobile Trail 409 area unpainted unit lines. Bookdocks Road running from Walsh Rd to the southwest boundary line. Trail 409 Running South from Boondocks Rd to the south boundary line. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint or are unpainted and follow designated roads as listed above. Interior retention islands are identified by green paint. These islands are not Included Timber and are to be left. Do Not Cut green painted trees. Along Walsh Rd. and the west boundary line, cut and utilize the red painted boundary trees that meet the 2.1 Included Timber definition. In Units 1 and 2, cut red painted trees and leave then for horizontal cover as specified in 5.2.4.1 Dead and Down Creation; when cutting these trees leave the stump mark. 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) 1-7, 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 Red Pine greater than (>) 18" DBH.

2.2 - Utilization

2.2.2 - Chipping required (1/11)

This area must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because the area will be trenched and planted to Jack Pine for the Kirtland's Warbler.

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment Unit(s) 1 & 7 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be chipped or used for road closures.

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. 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. Overgrown roads that are reopened shall be considered new roads. One existing road will also need to be closed; see the timbersale map for location. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth and/or having stumps and brush placed across portions of the trail. Contact the sale administrator for specific details of design and placement.

4.1.11 - Permits (2/12)

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

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

5.2.2 - 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

5.2.4.1 - Dead and down creation, marked trees (12/08)

All trees marked with a red slash along the lowland brush and "A 2" edge of Units 1 & 2 must be dropped toward that edge. Where possible, fell pairs of those red painted boundary line trees so they overlap. Those felled trees must be left to provide horizontal cover for grouse and snowshow hare.

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

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

5.2.40 - Pathway protection (10/10)

The Midland to Mackinaw is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 10-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

5.2.41 - Snowmobile trail protection (9/11)

Trails 4 and 409 are a snowmobile trails and are shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. The trail is not to be used for any operations from December 1 through March 30 unless prior written permission is obtained from the sale administrator. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. In addition, any trees cut within 20 feet of the trail must have either a 4 foot stump or the stumps must be removed and be disposed of according to the direction of the Unit Manager or his/her representative.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

5.8 - Protection of Endangered Species

5.8.1 - Kirtland's warbler (1) (2/04)

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from May 1 to October 1.

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 Walsh Rd and Boondocks Rd 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. If the Purchaser provides the signs, the design must be approved by the sale administer.

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on Trail 4 and Trail 409 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. If the Purchaser provides the signs, the design must be approved by the sale administrator.

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on Midland to Mackinaw 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. If the Purchaser provides the signs, the design must be approved by the sale administrator.

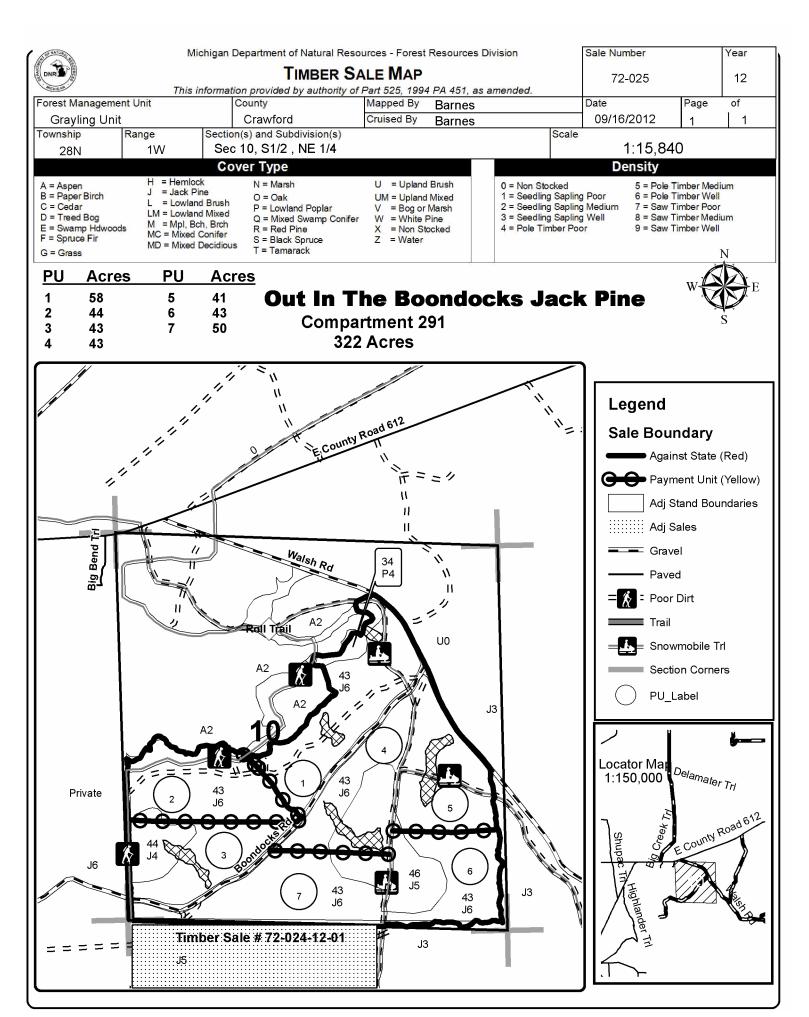
7 - Other Conditions

7.2 - Extensions

7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract. Harvesting must be done within the specified time frame to prepare the site for planting, per the Kirtland's Warbler management plan schedule.

Section Name: Sale Specific Current as of 10/10/2013 8:32:42AM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

<u>WANA-BUK JACK (72-024-12-01)</u> T28N, R01W, SEC. 15, Crawford County

In response to the notice of sale to be held 11:00 a.m. (local time) on November 18, 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	ESTIMATE	D UNITS*	AD\	/ERTISED PRICE	BID PRICE	
Sawlogs						
Jack Pine	249.30	MBF	\$	31.00 / MBF	\$	/ MBF
Red Pine	28.80	MBF	\$	104.00 / MBF	\$	/ MBF
Pulpwood						
Jack Pine	2,127.00	Cords	\$	15.20 / Cord	\$	/ Cord
Red Pine	81.00	Cords	\$	39.55 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,997.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	VERTISED PRICE
Pulpwood			
Mixed Oak	260.00 Cords	\$	7.35 / Cord
Q. Aspen	5.00 Cords	\$	17.30 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.31 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 AVAIL	ABLE, PLEASE PLACE TI	HE PERSONALIZED LABEL	FROM YOUR PROSPI	ECTUS IN THE ABOVE BOX.	_
Individual	or company representativ	e's signature:		Date:	
Phone nu	ımber :	E	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:	

•	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 must check <u>one</u> of the boxes below):				

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

	A. Sole Proprietorship (individual)		
	B. Partnership		
	C. Corporation		
2.	You must check one of the boxes b	pelow:	
	A. I certify that my business is a s Worker's Compensation Laws.	sole proprietorship and	it has no employees but the sole proprietor. I am not subject to the
	Notice of Exclusion (BWC-337)	Rev. 5/96). I will prov	to the Worker's Compensation Act through the use of an approved vide a copy of the Notice of Exclusion within 21 days of the contract ase call the Worker's Compensation Bureau at 517-322-1195).
	 C. I certify that my business has a days of the contract award. 	Worker's Compensati	ion Policy. I will provide an original Certificate of Insurance within 21
3.	If you have checked item 2(A) or 2(than yourself, including family mem		e the number of both full-time and part-time employees, other ners (if none, you must enter "0").
	Full-tin	ne Employees	Part-time Employees
Vam	ne of Business		Federal ID (or) Social Security No.
\dd	dress		Telephone
- du	11033		()
City		State	ZIP
	ereby certify that the above informati cur in factors affecting my coverage o		ct. I agree to notify the Michigan DNRE of any changes that sent and future operations.
-	Signature of Owner or Authorized Representative	re	

Date

BID FORM

OUT IN THE BOONDOCKS JACK PINE (72-025-12-01)

T28N, R01W, SEC. 10, Crawford County

In response to the notice of sale to be held 11:00 a.m. (local time) on November 18, 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	ESTIMATE	D UNITS*	ADVI	ERTISED PRICE	BID PRICE	
Sawlogs						
Jack Pine	110.10	MBF	\$	31.00 / MBF	\$	/ MBF
Pulpwood						
Jack Pine	3,018.00	Cords	\$	15.45 / Cord	\$	/ Cord
Red Pine	146.00	Cords	\$	37.50 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,786.10:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE		
Sawlogs					
Red Pine	14.10	MBF	\$	101.00 / MBF	
Pulpwood					
Black Cherry	5.00	Cords	\$	2.40 / Cord	
Black Spruce	25.00	Cords	\$	7.45 / Cord	
Mixed Oak	97.00	Cords	\$	8.55 / Cord	
Q. Aspen	19.00	Cords	\$	17.60 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 8.09 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:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
F AVAIL/	ABLE, FLEASE FLACE THE PERSON	NALIZED LABEL I NOW	1 TOOK I KOOI LOTOO IIV I	TIE ABOVE BOA.		
	or company representative's signatur			Date:		



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.

Signature of Owner or Authorized Representative

Title

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 a sale contract.	ward 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 except for written signatures.				
Ple	Please Check Appropriate Categories:				
1.	My business is organized as (you must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation				
3.	 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. 				
	Full-time Employees	Part-time Employees			
Nam	Name of Business Federal ID (or) Social	Security No.			
Add	Address Telephone ()				
City	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.				

Date