

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #6591**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on May 15, 2020. LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

PROSPECTUS NOTE: It is recommended that for the duration of the "Stay Home, Stay Safe" executive order that bidders submit their bids through the Online Bidding System (https://www2.dnr.state.mi.us/VMSOnlineBidding/). If you need to register, contact Jake Reid (ReidJ6@michigan.gov, 517-284-5908) or Donovan Asselin (AsselinD@michigan.gov, 517-930-1326). Paper bids will still be accepted during this time, either dropped in the bid box at the bid location or by mailing. If mailing, please allow for additional time.

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.

Snake Branch Aspen (72-009-19) / T28N, R02E, SEC. 35, NESW,S1/2SW,W1/2SE. Oscoda County, Advertised Price \$20,087.70, 39.2 Acres, Aspen, Hardwood.

SALE NOTE: Sale contains a 39.2 acre stand of aspen to be final harvested. Some areas within the sale have steep slopes that may be difficult to operate. These areas will need to be protected accordingly (see spec 5.4.4 for details). The Mio ATV trail runs along parts of the West boundary and through the North end of the stand (see specs 5.2.39 & 6.2.3 for details).

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.

Tooth & Nail Disposal Sale (72-020-19) / T28N, R02E, SEC. 19, SENE. T28N, R02E, SEC. 20, W1/2SW.

Oscoda County, Advertised Price \$89,448.50, 52.3 Acres, Red Pine, Aspen.

SALE NOTE: Timber sale access is only available across private land. Permission for access across private land is the responsibility of the Purchaser. Old fence wire has grown into some trees located along the west, south and east boundary of Payment Unit 1. Wire may also be present in trees located along the east boundary of Payment Unit 4.

Access may be through private land.

Shin Buster Oak (72-028-19) / T28N, R02E, SEC. 30, NWNW,S1/2NW,W1/2SW. Oscoda County, Advertised Price \$65,783.00, 82.0 Acres, Aspen, Red Pine.

SALE NOTE: This Timber Sale has oak wilt operating restrictions (see spec 5.2.3.5 for details).

Hey Bear Mix (72-036-19) / T28N, R01E, SEC. 36, SENW,NE,N1/2SE,SESE.
Oscoda County, Advertised Price \$40,994.00, 86.6 Acres, Aspen, Jack Pine.

## BID INSTRUCTIONS (VER. 07/02/2018):

#### 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 9:00 a.m. (local time) on May 15, 2020. For further information concerning this sale, contact Thomas Barnes at 989-348-6371 extension 7440.

## 2. Bidder's Qualifications (5/16)

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, the 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 (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. 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 hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

## 4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy 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.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

## 5. Public Opening of Sealed Bids (7/16)

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 or announce the withdrawal of their online bid 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 (7/18)

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 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. 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 expiration date.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price (\$1,500/\$10,000 \* 100).

## 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

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

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

#### 11. Certification and Chain-of-Custody (10/14)

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-SF5. 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.

## 12. Good Neighbor Authority (GNA) Requirements (7/16)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

## 13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

DAN EICHINGER
Director

## TIMBER SALE INFORMATION

## <u>Snake Branch Aspen (72-009-19)</u> T28N, R02E, SEC. 35.

Oscoda County (Advertised Price \$20,087.70)

SALE NOTE: Sale contains a 39.2 acre stand of aspen to be final harvested. Some areas within the sale have steep slopes that may be difficult to operate. These areas will need to be protected accordingly (see spec 5.4.4 for details). The Mio ATV trail runs along parts of the West boundary and through the North end of the stand (see specs 5.2.39 & 6.2.3 for details).

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.

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADVE</u>	ERTISED PRICE
Sawtimber				
Mixed Aspen	61.40	MBF	\$	46.00 / MBF
Red Pine	32.70	MBF	\$	88.00 / MBF
White Pine	11.00	MBF	\$	36.00 / MBF
Pulpwood				
BI/R/Hybrid Oak	10.00	Cords	\$	16.70 / Cord
Mixed Aspen	561.00	Cords	\$	16.25 / Cord
Mixed Hardwood	93.00	Cords	\$	23.40 / Cord
Paper Birch	22.00	Cords	\$	8.55 / Cord
Red Pine	36.00	Cords	\$	42.50 / Cord
White Pine	37.00	Cords	\$	21.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.86 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 \$1,004.00 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 remainder is due before cutting begins.
- (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

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2022.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	61.4	MBF	39.2	\$20,087.70
	B. T. Aspen		48.3	MBF		
	Quaking Aspen		13.1	MBF		
	Red Pine		32.7	MBF		
	White Pine		11.0	MBF		
	Bl/R/Hybrid Oak	Pulpwood	10.0	Cords		
	Mixed Aspen		561.0	Cords		
	Mixed Hardwood		93.0	Cords		
	Paper Birch		22.0	Cords		
	Red Pine		36.0	Cords		
	White Pine		37.0	Cords		
		TOTAL:	105.1	MBF		
		TOTAL:	759.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Snake Branch Aspen Sale Number: 72-009-19 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary is marked by red paint. The painted boundary line trees are not Included Timber and are to be protected.

## 2 - Timber Specifications

#### 2.1 - Included Timber

## 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH.

#### 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 6 inches for trees smaller than 10 inches DBH. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

## 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 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. There will be only one division per Payment Unit.

## 4 - Transportation

## 4.1 - Construction

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

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

## 4.1.6 - Road construction (1/09)

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

## 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. 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.

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

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

#### 4.2 - Maintenance

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

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

sale.

## 5 - Operations

#### 5.1 - Notification

### 5.1.1 - Pre-sale conference (10/16)

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.

### 5.2 - 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 if the sale is chipped. If the sale is not chipped, slash may not exceed 48 inches in height.

#### 5.2.2 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (10/16)

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

#### 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1, leave one, twelve (12) inches or more at DBH (or largest diameter trees within stand) whole tree on the ground every 2 acres, preferably of the following hardwood species (oak or maple), if no hardwoods is present a pine species (white or red) will suffice. These trees shall be evenly scattered throughout the Payment Unit and be placed at least two chains from any road, two-track or trail open to vehicles.

### 5.2.29 - Shrub protection (9/07)

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

## 5.2.32 - Decking/landing restoration (9/13)

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. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

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

No decking is allowed within the wildlife opening shown on the Timber Sale Map.

## 5.2.39 - ORV trail/route protection (4/18)

The Mio Trail is an ATV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with 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 (7/16)

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

## 5.4.4 - Slope protection (5/15)

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

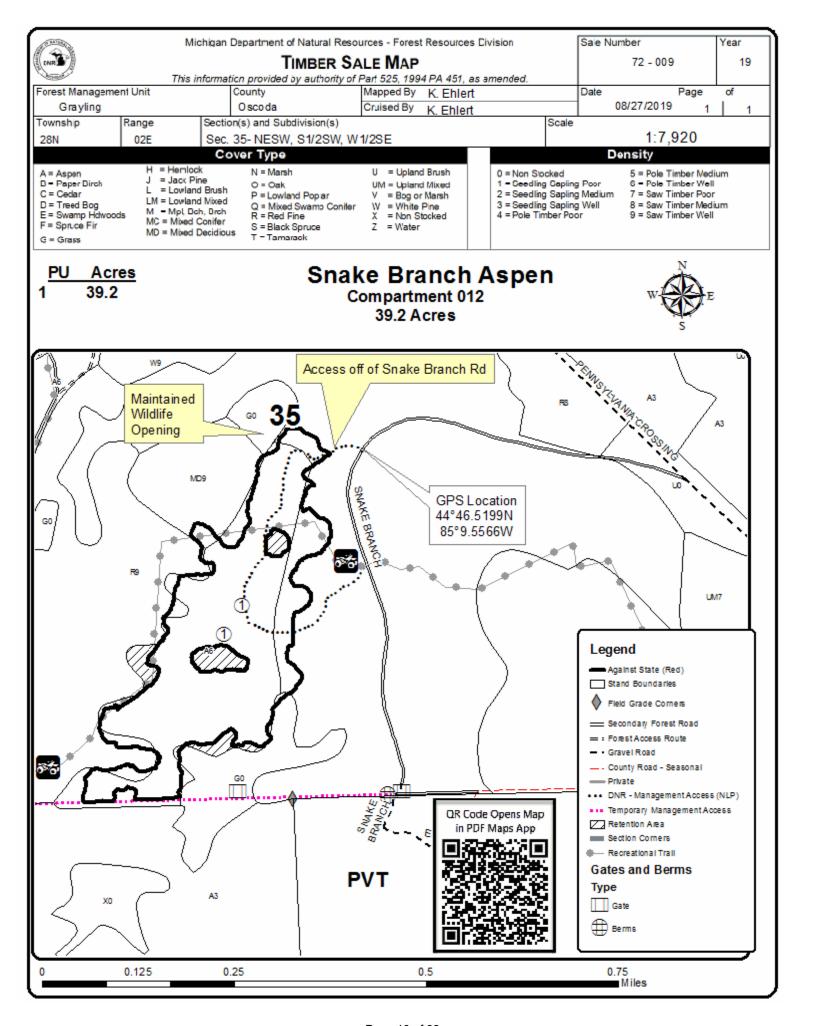
## 6 - Safety and Fire Prevention

## 6.2 - Signing

6.2.3 - Recreational trail posting (2/10)

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

Section Name: Sale Specific Current as of 4/23/2020 2:40:02PM



## TIMBER SALE INFORMATION

Tooth & Nail Disposal Sale (72-020-19)
T28N, R02E, SEC. 19; T28N, R02E, SEC. 20.
Oscoda County (Advertised Price \$89,448.50)

SALE NOTE: Timber sale access is only available across private land. Permission for access across private land is the responsibility of the Purchaser. Old fence wire has grown into some trees located along the west, south and east boundary of Payment Unit 1. Wire may also be present in trees located along the east boundary of Payment Unit 4.

Access may be through private land.

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
Mixed Aspen	24.20	MBF	\$	46.00 / MBF
Red Maple	1.80	MBF	\$	48.00 / MBF
Red Oak	1.50	MBF	\$	170.00 / MBF
Red Pine	432.10	MBF	\$	88.00 / MBF
Sugar Maple	3.30	MBF	\$	197.00 / MBF
White Pine	3.60	MBF	\$	36.00 / MBF
Pulpwood				
Jack Pine	9.00	Cords	\$	15.80 / Cord
Mixed Aspen	208.00	Cords	\$	16.25 / Cord
Mixed Hardwood	94.00	Cords	\$	23.40 / Cord
Mixed Oak	9.00	Cords	\$	16.70 / Cord
Red Pine	1,012.00	Cords	\$	42.50 / Cord
White Pine	14.00	Cords	\$	21.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.79 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 \$4,472.00 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	8.9%
02	40.7%
03	2.3%
04	36.5%
05	2.9%
06	8.7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2022.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	21.8	MBF	13.3	\$7,916.90
	B. T. Aspen		2.0	MBF		
	Quaking Aspen		19.8	MBF		
	Red Oak		1.5	MBF		
	Red Pine		5.9	MBF		
	Sugar Maple		3.3	MBF		
	Mixed Aspen	Pulpwood	184.0	Cords		
	Mixed Hardwood		55.0	Cords		
	Mixed Oak		9.0	Cords		
	Red Pine		25.0	Cords		
2	Red Pine	Sawtimber	225.4	MBF	17.9	\$36,486.90
	Jack Pine	Pulpwood	7.0	Cords		
	Mixed Hardwood	•	4.0	Cords		
	Red Pine		387.0	Cords		
3	Red Pine	Sawtimber	9.7	MBF	1.8	\$2,043.60
	Red Pine	Pulpwood	28.0	Cords		
4	Red Maple	Sawtimber	1.8	MBF	14.4	\$32,626.75
	Red Pine		141.0	MBF		
	Jack Pine	Pulpwood	2.0	Cords		
	Mixed Aspen	•	9.0	Cords		
	Mixed Hardwood		30.0	Cords		
	Red Pine		453.0	Cords		
5	Red Pine	Sawtimber	8.3	MBF	2.3	\$2,586.65
	Mixed Aspen	Pulpwood	7.0	Cords		
	Red Pine	·	41.0	Cords		
6	Mixed Aspen	Sawtimber	2.4	MBF	2.6	\$7,787.70
	Quaking Aspen		2.4	MBF		
	Red Pine		41.8	MBF		
	White Pine		3.6	MBF		
	Mixed Aspen	Pulpwood	8.0	Cords		
	Mixed Hardwood		5.0	Cords		
	Red Pine		78.0	Cords		
	White Pine		14.0	Cords		
		TOTAL:	466.5	MBF		
		TOTAL:	1,346.0	Cords		

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## Sale Specific Conditions & Requirements

Sale Name: Tooth & Nail Disposal Sale

Sale Number: 72-020-19

Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint, with the exception of the west boundary of the western portion of Payment Unit 5, which is marked with red and yellow paint. The retention area within Payment Unit 1 is marked with red paint and is shown on the Timber Sale Map. Interior Payment Unit boundaries are marked with yellow paint. The blue, red and yellow painted boundary line trees are not Included Timber and are to be protected, unless also marked with orange paint.

## 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1, 2, 4 and 6, cut all trees that are two (2) inches or more at DBH, except do not cut any green marked trees. In addition within Payment Unit 1, do not cut red pine or white pine which are twenty (20) inches or more at DBH.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 3 and 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

## 3 - Payments

#### 3.3 - Pre-measured Sales

## 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1, 2 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 (7/16)

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

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

## 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are are "legacy" trees marked with green paint within Payment Unit 1. Legacy trees are defined as having some of the following characteristics: 26" DBH or greater, fire scars, broken tops/crowns, etc. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$500.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

## 4 - Transportation

#### 4.1 - Construction

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

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

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet 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. 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. These roads must be rendered impassable to cars and trucks. 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. 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for details of design and placement.

#### 4.2 - Maintenance

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The Unit Manager or his/her representative must approve the type of fill material used prior to placement. In general, suitable fill material includes clean cobble and/or crushed rock.

## 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.

#### 4.4 - Access

## 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Access into the sale area is only available through privately owned land. A copy of the written permission from the private landowner to cross private land may be required by the Unit Manager prior to the beginning of operations.

## 5 - Operations

## 5.1 - Notification

## 5.1.1 - Pre-sale conference (10/16)

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 (10/16)

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

## 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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) 3 and 5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

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

Any post harvest operations within Payment Unit 1, 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

## 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1, leave one whole tree, twelve (12) inches or more at DBH (or largest diameter trees within stand) on the ground for every 2 acres, preferably a hardwood species such as oak or maple or a pine species either white or red if no hardwoods are locally present. These trees shall be evenly scattered throughout the Payment Unit, preferably at least two chains from any road, two-track or trail open to vehicles.

## 5.2.32 - Decking/landing restoration (9/13)

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. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

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

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

## 5.4 - Soil Protection

## 5.4.1 - Rutting restriction, general (7/16)

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

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

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

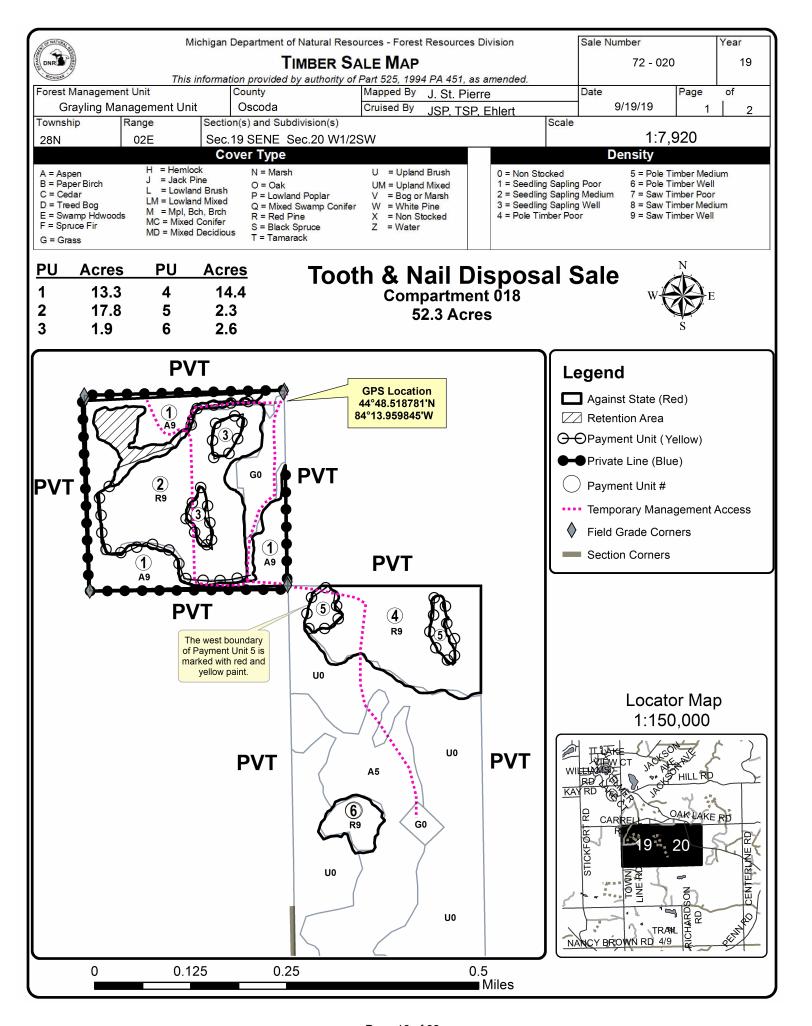
## 6 - Safety and Fire Prevention

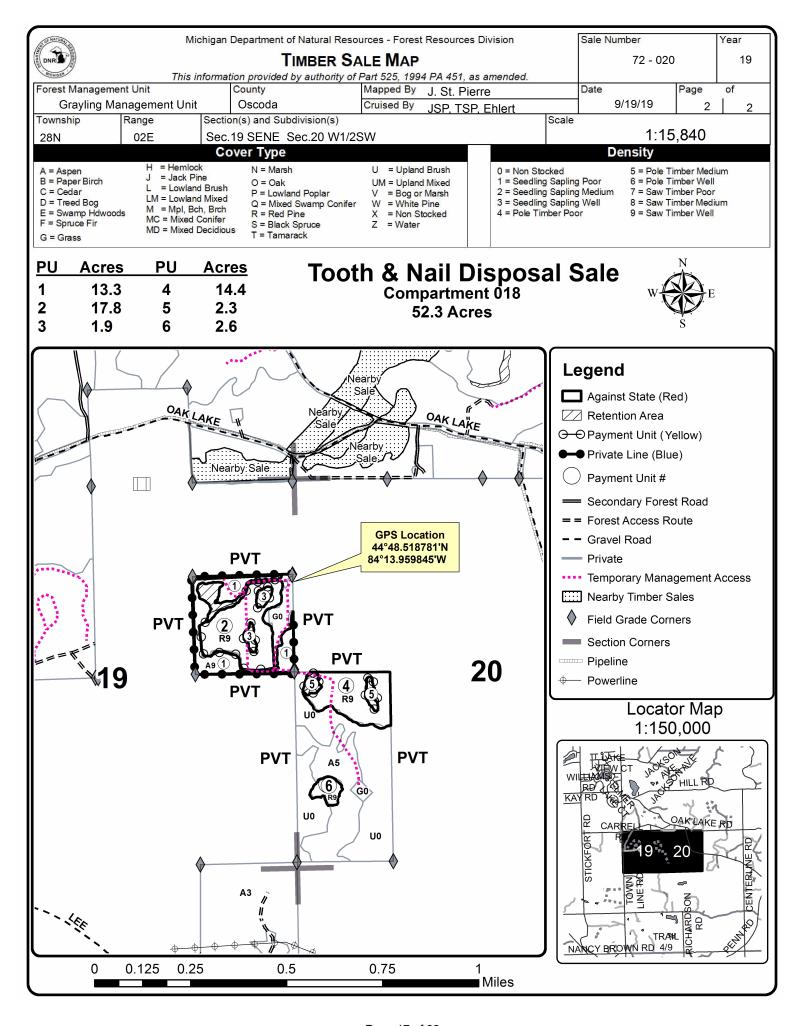
## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on haul routes 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. The Purchaser shall provide these signs.

Section Name: Sale Specific Current as of 4/23/2020 3:54:59PM





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## TIMBER SALE INFORMATION

Shin Buster Oak (72-028-19)
T28N, R02E, SEC. 30.
Oscoda County (Advertised Price \$65,783.00)

SALE NOTE: This Timber Sale has oak wilt operating restrictions (see spec 5.2.3.5 for details).

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	<u>AD\</u>	/ERTISED PRICE
Sawtimber			
Mixed Aspen	149.30 MBF	\$	46.00 / MBF
Red Oak	82.80 MBF	\$	170.00 / MBF
Red Pine	113.50 MBF	\$	88.00 / MBF
Pulpwood			
Jack Pine	24.00 Cords	\$	15.80 / Cord
Mixed Aspen	1,044.00 Cords	\$	16.25 / Cord
Mixed Hardwood	155.00 Cords	\$	23.40 / Cord
Mixed Oak	224.00 Cords	\$	16.70 / Cord
Paper Birch	13.00 Cords	\$	8.55 / Cord
Red Pine	159.00 Cords	\$	42.50 / Cord
White Pine	149.00 Cords	\$	21.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.67 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

## **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$6,578.00 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	22.4%
02	40.1%
03	37.5%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2022.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	49.1	MBF	26.2	\$14,707.10
	B. T. Aspen		1.1	MBF		
	Quaking Aspen		48.0	MBF		
	Red Pine		24.2	MBF		
	Jack Pine	Pulpwood	24.0	Cords		
	Mixed Aspen		323.0	Cords		
	Mixed Hardwood		59.0	Cords		
	Mixed Oak		46.0	Cords		
	Paper Birch		4.0	Cords		
	Red Pine		43.0	Cords		
	White Pine		31.0	Cords		
2	Mixed Aspen	Sawtimber	0.7	MBF	19.3	\$26,390.35
	B. T. Aspen		0.7	MBF		
	Red Oak		82.8	MBF		
	Red Pine		72.0	MBF		
	Mixed Aspen	Pulpwood	5.0	Cords		
	Mixed Hardwood		5.0	Cords		
	Mixed Oak		121.0	Cords		
	Paper Birch		2.0	Cords		
	Red Pine		78.0	Cords		
	White Pine		18.0	Cords		
3	Mixed Aspen	Sawtimber	99.5	MBF	36.5	\$24,685.55
	B. T. Aspen		18.7	MBF		
	Quaking Aspen		80.8	MBF		
	Red Pine		17.3	MBF		
	Mixed Aspen	Pulpwood	716.0	Cords		
	Mixed Hardwood		91.0	Cords		
	Mixed Oak		57.0	Cords		
	Paper Birch		7.0	Cords		
	Red Pine		38.0	Cords		
	White Pine		100.0	Cords		
		TOTAL:	345.6	MBF		
		TOTAL:	1,768.0	Cords		

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## **Sale Specific Conditions & Requirements**

Sale Name: Shin Buster Oak Sale Number: 72-028-19 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Townline Road is unmarked and will serve as the western sale boundary for Payment Unit 1. The wildlife openings (UO on the Timber Sale Map) in Payment Unit 3 are unmarked; these areas are not to be entered or operated in. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. 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 (6/14)

Within Payment Unit(s) 1 & 3, cut all trees that are two (2) inches or more at DBH.

## 2.1.5 - Overstory removal unit(s) (8/11)

Within Payment Unit(s) 2, all trees which meet minimum piece specifications in 2.2 Utilization, are designated for cutting.

#### 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 (7/14)

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

## 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (7/16)

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. Within Payment Unit 2, if more than 50% of oak 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.

## 4 - Transportation

#### 4.1 - Construction

## 4.1.6 - Road construction (1/09)

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

## 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. These roads must be rendered impassable to cars and trucks. 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. Contact the sale administrator for details of design and placement.

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

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

#### 4.4 - Access

## 4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each working day unless otherwise approved by the Unit Manager or his/her representative.

## 5 - Operations

#### 5.1 - Notification

## 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference 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.

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

## 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 48 inches in height.

#### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by U0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

## 5.2.2 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (10/16)

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

## 5.2.3 - Operating Restrictions

## 5.2.3.5 - Oak wilt restriction (1/18)

Within all Payment Units, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

## 5.2.4 - Dead and Down Creation

## 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1-3, leave one whole tree, twelve (12) inches or more at DBH (or largest diameter trees within stand) on the ground for every 2 acres, preferably of a hardwood species such as oak or maple. If no hardwoods are present locally, a white pine or red pine will suffice. These trees shall be evenly scattered throughout these Payment Units and preferably be at least two chains from any road, two-track, or trail open to vehicles.

## 5.2.32 - Decking/landing restoration (9/13)

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. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

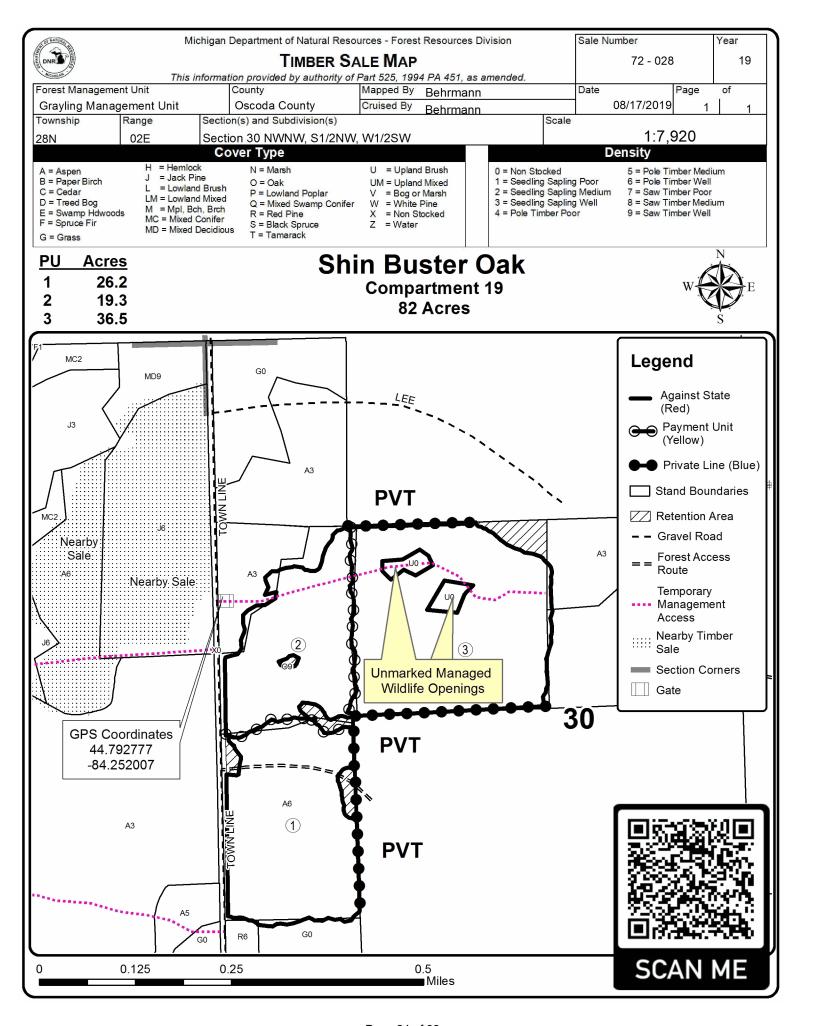
## 6 - Safety and Fire Prevention

## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

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

Section Name: Sale Specific Current as of 4/23/2020 3:43:14PM



## TIMBER SALE INFORMATION

Hey Bear Mix (72-036-19)
T28N, R01E, SEC. 36.
Oscoda County (Advertised Price \$40,994.00)

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADVI</u>	ERTISED PRICE
Sawtimber				
Jack Pine	16.80	MBF	\$	24.00 / MBF
Northern Pin Oak	11.40	MBF	\$	142.00 / MBF
Quaking Aspen	70.50	MBF	\$	46.00 / MBF
Red Maple	12.30	MBF	\$	48.00 / MBF
Red Pine	65.30	MBF	\$	88.00 / MBF
White Pine	11.20	MBF	\$	36.00 / MBF
Pulpwood				
Balsam Fir	46.00	Cords	\$	14.75 / Cord
Black Spruce	126.00	Cords	\$	16.55 / Cord
Jack Pine	460.00	Cords	\$	15.80 / Cord
Mixed Hardwood	91.00	Cords	\$	23.40 / Cord
Northern Pin Oak	77.00	Cords	\$	16.70 / Cord
Paper Birch	3.00	Cords	\$	8.55 / Cord
Quaking Aspen	480.00	Cords	\$	16.25 / Cord
Red Pine	117.00	Cords	\$	42.50 / Cord
White Pine	125.00	Cords	\$	21.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.00 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 \$4,099.00 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

01

87.9%

02

12.1%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2023.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Sawtimber	16.1	MBF	77.3	\$36,031.45
	Northern Pin Oak		11.4	MBF		
	Quaking Aspen		47.3	MBF		
	Red Maple		8.3	MBF		
	Red Pine		61.5	MBF		
	White Pine		11.2	MBF		
	Balsam Fir	Pulpwood	20.0	Cords		
	Black Spruce		110.0	Cords		
	Jack Pine		458.0	Cords		
	Mixed Hardwood		66.0	Cords		
	Northern Pin Oak		72.0	Cords		
	Paper Birch		3.0	Cords		
	Quaking Aspen		375.0	Cords		
	Red Pine		110.0	Cords		
	White Pine		125.0	Cords		
2	Jack Pine	Sawtimber	0.7	MBF	9.3	\$4,962.55
	Quaking Aspen		23.2	MBF		
	Red Maple		4.0	MBF		
	Red Pine		3.8	MBF		
	Balsam Fir	Pulpwood	26.0	Cords		
	Black Spruce		16.0	Cords		
	Jack Pine		2.0	Cords		
	Mixed Hardwood		25.0	Cords		
	Northern Pin Oak		5.0	Cords		
	Quaking Aspen		105.0	Cords		
	Red Pine		7.0	Cords		
		TOTAL:	187.5	MBF		
		TOTAL:	1,525.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Hey Bear Mix Sale Number: 72-036-19 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by red paint. Townline Road is unmarked and serves as the eastern boundary of Payment Units 1 & 2. Exterior sale boundary lines against state are marked with red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

## 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH.

#### 2.2 - Utilization

## 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit 1 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 (7/14)

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. There will be only one division per Payment Unit.

## 4 - Transportation

## 4.1 - Construction

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

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

## 4.1.7 - Road closure (10/11)

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

#### 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 (10/16)

A pre-sale conference 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.

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

## 5.2.1.8 - Slash height (12/08)

No slash may exceed 24 inches in height.

### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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

#### 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1 and 2 leave one whole tree, twelve (12) inches or more at DBH (or largest diameter trees within stand) on the ground for every 2 acres, preferably of a hardwood species such as oak or maple. If no hardwoods are locally present either a white pine or a red pine will suffice. These trees shall be evenly scattered throughout these Payment Units and preferably be placed at least two chains from any road, two-track, or trail open to vehicles.

## 5.2.4.7 - Dead and down creation: hare, grouse, deer and other species (5/15)

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over or cut and lay balsam fir and black spruce boundary line trees adjacent to "Q" cover types. These trees should have a higher stump and the butt should be placed on the stump where possible. These trees should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over.

## 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 and 2, cutting and skidding occur during dry summer or frozen winter condition. The reason for the recommendation is because of saturated soils near the red painted boundary lines.

## 5.2.32 - Decking/landing restoration (9/13)

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. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

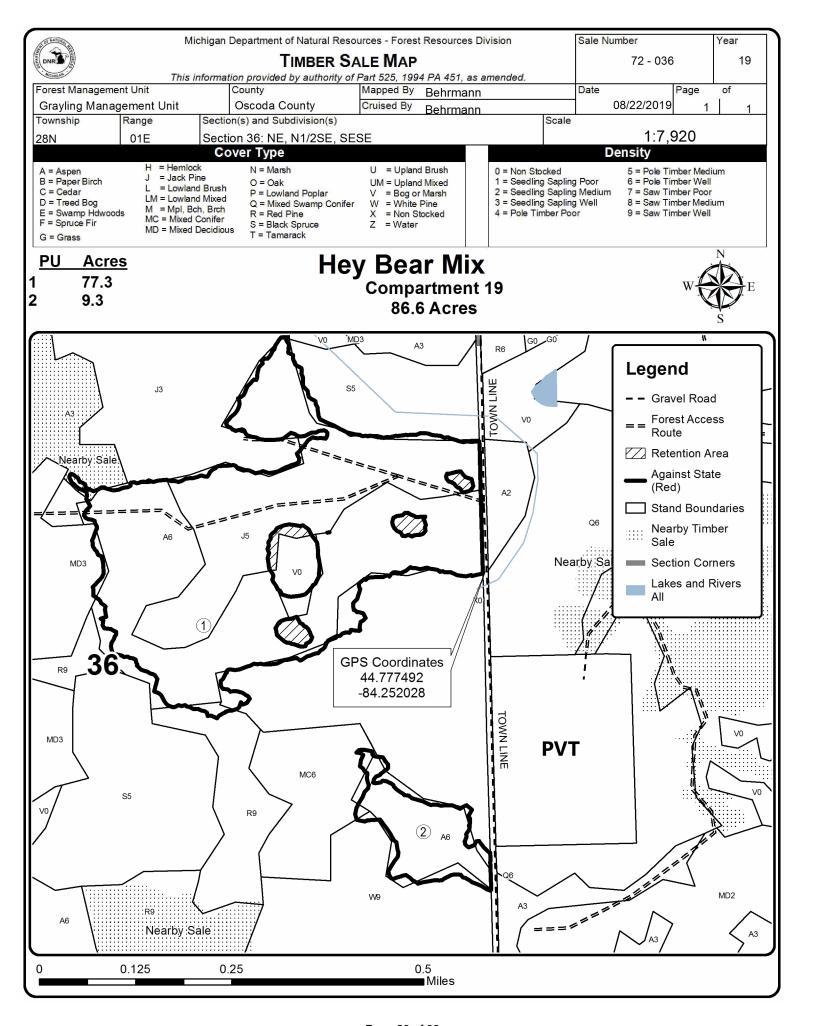
## 6 - Safety and Fire Prevention

## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

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

Section Name: Sale Specific Current as of 4/22/2020 1:14:08PM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

## **BID FORM**

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

# Shin Buster Oak (72-028-19) T28N, R02E, SEC. 30; Oscoda COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 15, 2020, 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</u>	VOLUME*	<u>AD</u>	<u>VERTISED PRICE</u>	BID PRICE/UNIT
Sawtimber					
Mixed Aspen	149.30	MBF	\$	46.00/MBF	\$
Red Oak	82.80	MBF	\$	170.00/MBF	\$
Red Pine	113.50	MBF	\$	88.00/MBF	\$
Pulpwood					
Jack Pine	24.00	Cords	\$	15.80/Cord	\$
Mixed Aspen	1,044.00	Cords	\$	16.25/Cord	\$
Mixed Hardwood	155.00	Cords	\$	23.40/Cord	\$
Mixed Oak	224.00	Cords	\$	16.70/Cord	\$
Paper Birch	13.00	Cords	\$	8.55/Cord	\$
Red Pine	159.00	Cords	\$	42.50/Cord	\$
White Pine	149.00	Cords	\$	21.95/Cord	\$

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 AVAILA	City:ABLE, PLEASE PLACE THE PERSO				BOX.	
		DNALIZED LABEL F	ROM YOUR PROSPEC		вох.	

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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 12.67 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



#### Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended.				
VE	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 check twenty-one (21) days of the contract awar		Exclusion or Certificate of Insurance must be submitted within ssuance of the timber sale contract.		
•	All Information must be typed or printed except for written signatures.				
Ple	ease Check Appropriate Categories:				
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>				
3.	<ul> <li>A. ☐ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>				
	Full-time En	nployees	Part-time Employees		
Nam	ne of Business		Federal ID (or) Social Security No.		
Address			Telephone ( )		
City		State	ZIP		
	hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.				

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)

Date

## **BID FORM**

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

## <u>Tooth & Nail Disposal Sale (72-020-19)</u> T28N, R02E, SEC. 19; T28N, R02E, SEC. 20; Oscoda COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 15, 2020, 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.

- 1-	PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
ľ	Sawtimber Mixed Aspen	24.20	MBF	\$	46.00/MBF	\$
	•			,		·
	Red Maple	1.80	MBF	\$	48.00/MBF	\$
	Red Oak	1.50	MBF	\$	170.00/MBF	\$
	Red Pine	432.10	MBF	\$	88.00/MBF	\$
	Sugar Maple	3.30	MBF	\$	197.00/MBF	\$
	White Pine	3.60	MBF	\$	36.00/MBF	\$
F	Pulpwood					
	Jack Pine	9.00	Cords	\$	15.80/Cord	\$
	Mixed Aspen	208.00	Cords	\$	16.25/Cord	\$
	Mixed Hardwood	94.00	Cords	\$	23.40/Cord	\$
	Mixed Oak	9.00	Cords	\$	16.70/Cord	\$
	Red Pine	1,012.00	Cords	\$	42.50/Cord	\$
	White Pine	14.00	Cords	\$	21.95/Cord	\$
- 1						

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 17.79 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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



#### Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

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

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	twenty-one (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 signature.	s.			
PΙε	Please Check Appropriate Categories:				
1.	1. My business is organized as (you <b>must</b> check <u>one</u> of the boxes be	low):			
	A. ☐ Sole Proprietorship (individual)				
	B. 🗌 Partnership				
	C. Corporation				
2.	2. You <b>must</b> check <u>one</u> of the boxes below:				
	<ul> <li>A.          I certify my business is a sole proprietorship and it has no employee Worker's Compensation Laws.     </li> </ul>	s but the sole proprietor. I am not subject to the			
	B.   I certify my business has satisfied its o bligation to the Worker's Cor Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice questions or a copy of the BWC-337, please call the Worker's Com	of Exclusion within 21 days of the contract award. (For			
	C.   I certify my business has a Worker's Compensation Policy. I will proone (21) days of the contract award.	ovide an original Certificate of Insurance within twenty-			
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number than yourself, including family members and active partners (if nonFull-time Employees</li> </ol>				
lan	Name of Business Federal II	O (or) Social Security No.			
ادادا	Address Telephon				
Aaa	Address Telephon	)			
City	City State ZIP				
n f	hereby certify that the above information is true and correct. I agree to a factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative				
7	Title	Date			

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)

#### **BID FORM**

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

# Hey Bear Mix (72-036-19) T28N, R01E, SEC. 36; Oscoda COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 15, 2020, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber					
Jack Pine	16.80	MBF	\$	24.00/MBF	\$
Northern Pin Oak	11.40	MBF	\$	142.00/MBF	\$
Quaking Aspen	70.50	MBF	\$	46.00/MBF	\$
Red Maple	12.30	MBF	\$	48.00/MBF	\$
Red Pine	65.30	MBF	\$	88.00/MBF	\$
White Pine	11.20	MBF	\$	36.00/MBF	\$
Pulpwood					
Balsam Fir	46.00	Cords	\$	14.75/Cord	\$
Black Spruce	126.00	Cords	\$	16.55/Cord	\$
Jack Pine	460.00	Cords	\$	15.80/Cord	\$
Mixed Hardwood	91.00	Cords	\$	23.40/Cord	\$
Northern Pin Oak	77.00	Cords	\$	16.70/Cord	\$
Paper Birch	3.00	Cords	\$	8.55/Cord	\$
Quaking Aspen	480.00	Cords	\$	16.25/Cord	\$
Red Pine	117.00	Cords	\$	42.50/Cord	\$
White Pine	125.00	Cords	\$	21.95/Cord	\$
I .					

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.						
ndividual	dividual or company representative's signature: Date:					
Phone nu	none 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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 12.00 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



#### Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended.				
VE	RIFICATION OF WORKER'S DISABILIT	Y COMPENSATI	ON 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 twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed e	except for written s	ignatures.		
Ple	ease Check Appropriate Categories:				
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>				
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>				
3.	If you have checked item 2(A) or 2(B), than yourself, including family members		e the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0").		
	Full-time En	nployees	Part-time Employees		
Nam	ne of Business		Federal ID (or) Social Security No.		
Address			Telephone ( )		
City		State	ZIP		
	ereby certify that the above information is actors affecting my coverage during any c		I agree to notify the Michigan DNR of any changes that occur future operations.		

Please complete the "SEALED BID" information on the next page

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

## **BID FORM**

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

# Snake Branch Aspen (72-009-19) T28N, R02E, SEC. 35; Oscoda COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 15, 2020, 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	<u>ESTIMATED</u>	<u>VOLUME*</u>	AD'	<u>VERTISED PRICE</u>	BID PRICE/UNI
Sawtimber					
Mixed Aspen	61.40	MBF	\$	46.00/MBF	\$
Red Pine	32.70	MBF	\$	88.00/MBF	\$
White Pine	11.00	MBF	\$	36.00/MBF	\$
Pulpwood					
Bl/R/Hybrid Oak	10.00	Cords	\$	16.70/Cord	\$
Mixed Aspen	561.00	Cords	\$	16.25/Cord	\$
Mixed Hardwood	93.00	Cords	\$	23.40/Cord	\$
Paper Birch	22.00	Cords	\$	8.55/Cord	\$
Red Pine	36.00	Cords	\$	42.50/Cord	\$
White Pine	37.00	Cords	\$	21.95/Cord	\$
1					

\*The volumes are statistically estimated within plus (+) or minus (-) 13.86 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	I YOUR PROSPECTUS IN TH	HE ABOVE BOX.	
Individual	or company representative's signatu	re:		Date:	_
Phone nu	mber :	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



#### Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

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

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	twenty-one (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	ease Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> che	eck <u>one</u> of the	e boxes below):				
	A.   Sole Proprietorship (individual)						
	B.  Partnership						
	C. Corporation						
2.	You <b>must</b> check <u>one</u> of the boxes below:						
	A.   I certify my business is a sole proprietorsh Worker's Compensation Laws.	nip and it has no	no employees but the sole proprietor. I am not subject to the				
	Exclusion (BWC-337, Rev. 5/96). I will pr	ovide a copy of	/orker's Compensation Act through the use of an approved Notice of fithe Notice of Exclusion within 21 days of the contract award. (For orker's Compensation Bureau at 517-322-1195).				
	C.  I certify my business has a Worker's Comone (21) days of the contract award.	pensation Policy	cy. I will provide an original Certificate of Insurance within twenty-				
3.	than yourself, including family members and	d active partne	ate the number of <b>both</b> full-time and part-time employees, other ners (if none, you must enter "0").  Part-time Employees				
lam	ne of Business		Federal ID (or) Social Security No.				
∖ddr	ress		Telephone ( )				
City	Sta	te	ZIP				
n fa	ereby certify that the above information is true actors affecting my coverage during any of m		I. I agree to notify the Michigan DNR of any changes that occur d future operations.				

Please complete the "SEALED BID" information on the next page