

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### TIMBER SALE PROSPECTUS

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

GROUP W ASPEN / T30N, R04W, SEC. 11, SE1/4.

T30N, R04W, SEC. 12, SW1/4, SE1/4.

T30N, R04W, SEC. 13, W1/2NE, NWSE.

OTSEGO COUNTY (Appr. \$31,252.15)

ASPEN CHASE / T29N, R05W, SEC. 17, S1/2,SE1/4.
ANTRIM COUNTY (Appr. \$12,521.15)

THREE PART HARDWOODS / T29N, R03W, SEC. 21, N1/2SE & SWSE.

T29N, R03W, SEC. 28, NENE.

T29N, R03W, SEC. 33, SESW, S1/2NW & W1/2SW.

OTSEGO COUNTY (Appr. \$17,407.80)

SALE DATE AND TIME: 03:00 p.m. on January 07, 2009.

**GAYLORD** 

#### BID INSTRUCTIONS (Ver. 06/23/2008):

- 1. <u>Bid Location, Date, and Time:</u> Bids must be received by the Unit Manager, Gaylord Management Unit, 1732 West M-32, Gaylord, MI 49735, no later than 3:00 p.m. on January 7, 2009. For further information concerning this sale, contact the Unit Manager at 989-732-3541.
- 2. <u>Bidder's Qualifications</u>: 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/FMFM 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. <u>Preparation of Sealed Bids:</u> 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: 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) that it is a "Bid for Timber," and (b) the sale name or number, and (c) 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: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: 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. <u>Down Payment:</u> 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. <u>Performance Security:</u> 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: Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at <a href="https://www.michigan.gov/dnr">www.michigan.gov/dnr</a>. 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: 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: 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-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC 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.

REBECCA A. HUMPHRIES Director

#### GROUP W ASPEN (017-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	API	PRAISED PRICE
PULPWOOD			
RED PINE	88.00 CORDS	\$	35.05/CORD
MIX ASPEN	965.00 CORDS	\$	21.30/CORD
MIX HARDWD	680.00 CORDS	\$	9.00/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

SPECIES	ESTIMATED VOLUME*	APPR	AISED PRICE
PULPWOOD		· · · · · · · · · · · · · · · · · · ·	
WHITE PINE	181.00 CORDS	\$	8.25/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 8.82 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.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,600.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may 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:

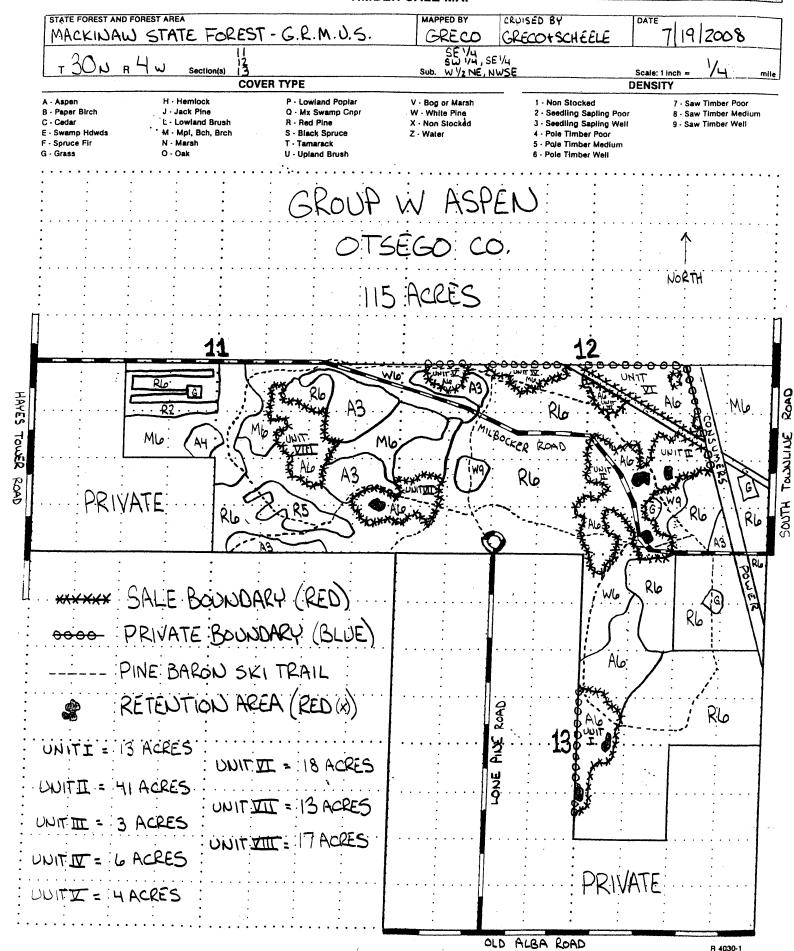
PAYMENT	UNIT	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1				10%		
	2				35%		
	3				05%		
	4				05%		
	5				05%		
	6				15%		
	7				10%		
	8				15%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on September 30, 2011.

### STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES TIMBER SALE MAP

SALE YEAR SALE TYPE

1/83



#### Sale Specific Conditions & Requirements

Sale Name: Group W Aspen Sale Number: 52-017-08-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Do not cut painted boundary line trees.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (2/04)

Within Payment Unit(s) I, II, III, IV, V, VI, VII and VIII, cut all trees that are two (2) inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability. Do not cut any White Pine or Red Pine marked with orange paint. Any Aspen marked with orange paint should be felled and left on site. Reserve areas identified in accordance with 2.1.13 - Reserve areas, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.1.13 - Reserve areas (6/07)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are marked with a red (X) for a boundary line. The Purchaser shall not cut live or dead trees within reserve areas.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.2 - One active unit (2/04)

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

#### 3.3.4 - Dividing payment units (7/05)

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.

#### 4 - Transportation

#### 4.1 - Construction

#### Sale Name: Group W Aspen Sale Number: 52-017-08-01

#### 4.1.6 - Road construction (6/07)

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

#### 4.1.7 - Road closure (4/07)

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

#### 4.4 - Access

#### 4.4.1 - Private property access (8/04)

Permission for access across private land is the responsibility of the purchaser.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (2/08)

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.

#### 5.1.4 - Post-sale conference (2/04)

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

#### 5.2.1 - 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.

#### Sale Name: Group W Aspen Sale Number: 52-017-08-01

#### 5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

#### 5.2.2 - Snags

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

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) I, II, III, IV, V, VI, VII and VIII, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 1 to March 31. This restriction is allow undisturbed use of the Pine Baron Ski Trail.

#### 5.2.15 - Bark beetle restriction (2/04)

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 their representative, within fifteen days of being severed from the stump. Pine logs, pulpwood piles and treetop piles for chipping that are decked 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 option if the risk of damage warrants.

#### 5.2.40 - Pathway protection (9/07)

The Pine Baron Ski Trail 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. There are several trees along the trail marked with a triple band of orange paint. These trees are to be cut off four feet above ground level with the stumps left in place. The remainder of the tree should be utilized. Stumps are to be left high to assist with their removal during scheduled trail maintenance. Also, use of the trail for hauling and skidding will be limited. The timber sale administrator will discuss access and trail crossing locations on site with the purchaser prior to beginning operations.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (5/08)

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

#### 5.8 - Protection of Habitat of Endangered Species

Section Name: Sale Specific Page 3 of 4 Current as of 11/3/2008 9:32:12AM

#### Sale Name: Group W Aspen Sale Number: 52-017-08-01

#### 5.8.3 - Red shoulder hawk (1) (3/07)

In the event that an active red shoulder hawk nest is found, the contract may be amended to protect the nest site. The harvesting time may be altered or reduced. Harvest operations may be limited to September 1 to March 1. This limitation may be selectively imposed on a specific portion of the sale, or it could apply to the entire sale. In addition, an area surrounding the nest tree could be designated as a "no-cut" zone with appropriate adjustments made to the timber sale value.

#### 5.8.5 - Protection of raptor nests (9/05)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager and 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 (5/05)

The purchaser is responsible for posting and maintaining caution signs on all access roads 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.

#### ASPEN CHASE (022-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE	3
SAWLOGS			
RED PINE	18.00 MBF	\$ 151.00/MBF	
PULPWOOD			
Q. ASPEN	249.00 CORDS	\$ 16.05/CORD	
RED PINE	80.00 CORDS	\$ 36.60/CORD	

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED MAPLE	6.00 MBF	\$ 78.00/MBF
BASSWOOD	16.00 MBF	\$ 65.00/MBF
PULPWOOD		
RED MAPLE	81.00 CORDS	\$ 13.20/CORD
BASSWOOD	45.00 CORDS	\$ 6.70/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 17.92 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.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$625.00 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 may 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

1 50%
50%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2010.



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

**TIMBER SALE MAP** 

Sale No. Year 52-022 08

Density

Sale Type 01

This information provided under authority of Part 525, Act 451 of 1994, as amended. Mapped By: K.Lentz Cruised By: Lentz, Barta State Forest and Forest Management Unit: Mackinaw State Forest - Gaylord South August 13, 2008 Township Range Section(s) Subdivision R5W. T29N, S1/2 SE1/4 Scale: 1 inch = 1/4 Mile

**Cover Type** A = Aspen H = Hemlock

B = Paper Birch J = Jack Pine C = Cedar L = Lowland Brush

E = Swamp Hdwoods M = Mpl, Bch, Brch F = Spruce Fir N = Marsh

O = Oak

P = Lowland Poplar Q = Mixed Swamp Cnfr

R = Red Pine S = Black Spruce V = Bog or Marsh W = White Pine X = Non Stocked

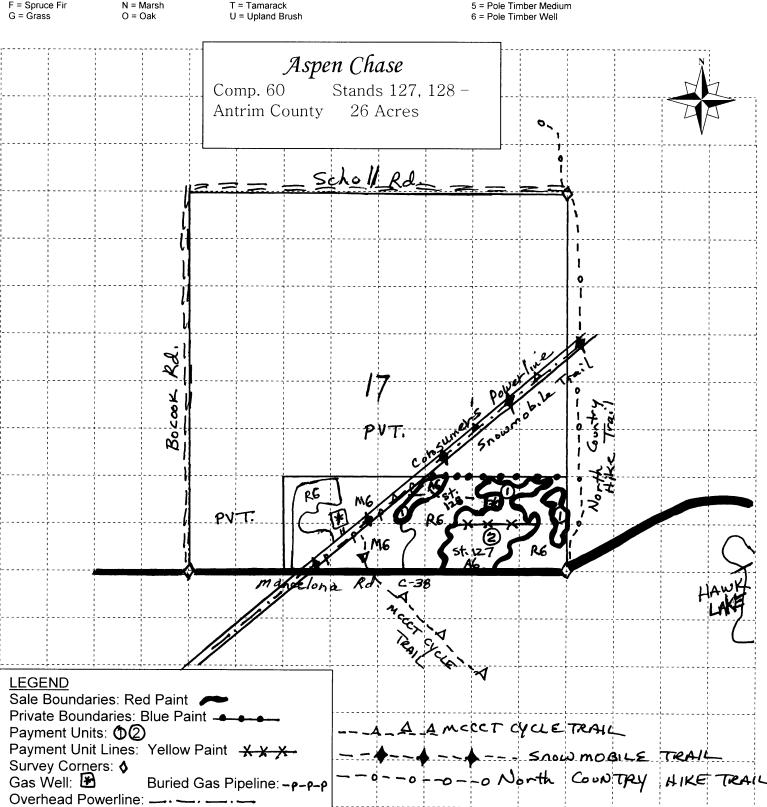
Z = Water

1 = Non Stocked 2 = Seedling Sapling Poor 3 = Seedling Sapling Well

4 = Pole Timber Poor 5 = Pole Timber Medium

7 = Saw Timber Poor 8 = Saw Timber Medium

9 = Saw Timber Well



#### Sale Specific Conditions & Requirements

Sale Name: Aspen Chase Sale Number: 52-022-08-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut painted boundary line trees marked with red, blue, or yellow paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (2/04)

Within Payment Unit(s) 1 & 2, cut all trees that are two (2) inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.2 - One active unit (2/04)

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

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.1.6 - Road construction (6/07)

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.

#### Sale Name: Aspen Chase Sale Number: 52-022-08-01

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (2/08)

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

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

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

#### 5.1.4 - Post-sale conference (2/04)

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

#### 5.2.1 - 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.

#### 5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

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

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

#### Sale Name: Aspen Chase Sale Number: 52-022-08-01

#### 5.2.15 - Bark beetle restriction (2/04)

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 their representative, within fifteen days of being severed from the stump. Pine logs, pulpwood piles and treetop piles for chipping that are decked 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 option if the risk of damage warrants.

#### 5.2.33 - Gas well re-vegetation (2/04)

In the event that the gas well is utilized for a landing, the site must be re-vegetated with a seeding mixture specified by the Unit Manager or their representative.

#### 5.2.39 - ORV trail protection (9/07)

The MCCCT is a Cycle trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange MCCCT Trail markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline. Do not run equipment down the Cycle trail. Skidding across the trail may only occur in locations approved by the sale administrator.

#### 5.2.40 - Pathway protection (9/07)

The North Country 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. Do not run equipment down the pathway.

#### 5.2.41 - Snowmobile trail protection (4/07)

The snowmobile trail is shown on the Timber Sale Map. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. Maintain a [20] foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. 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. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.2 - Snowmobile trail posting (2/04)

The Purchaser will be responsible for placing and maintaining warning signs on the snowmobile trail during the snowmobile season (approximately December 1 to March 31). The required location will be approximately 20 feet from the sale boundary. The DNR will provide these signs for use on State-owned land.

#### Sale Name: Aspen Chase Sale Number: 52-022-08-01

6.2.3 - Recreational trail posting (7/04)

The purchaser is responsible for posting and maintaining caution signs on the MCCCT Cycle trail, and hiking 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. The purchaser must maintain the signs during the trail use season.

#### THREE PART HARDWOODS (023-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED MAPLE	61.00 MBF	\$ 66.00/MBF
MIX ASPEN	32.00 MBF	\$ 78.00/MBF
PULPWOOD		
MIX ASPEN	90.00 CORDS	\$ 17.60/CORD
MIX HARDWD	902.00 CORDS	\$ 9.40/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
SUG. MAPLE	1.00 MBF	\$ 296.00/MBF
BEECH	7.00 MBF	\$ 44.00/MBF
P. BIRCH	3.00 MBF	\$ 73.00/MBF

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 17.35 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.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$900.00 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 may 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
1				35%		
2				35%		
3				30%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on March 31, 2011.

#### Sale Specific Conditions & Requirements

Sale Name: Three Part Hardwoods Sale Number: 52-023-08-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.3 - Cut tree marked unit(s) (8/04)

Within Payment Unit(s) #'s 1, 2, and 3 all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Within payment unit #3 there is a approximately one acre area bounded by green paint. This area is designated for final harvest.

#### 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.

#### 2.2.4 - Skidding length (2/04)

Skidding of lengths over 17 feet is not permissible unless approved by the Unit Manager or their representative.

#### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$5.00 per tree will be assessed for every marked tree not cut.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.1 - Order of cutting (6/04)

Payment Units shall be cut in numerical order unless the sale is paid in full or unless approved by the Unit Manager or their representative.

#### 3.3.2 - One active unit (2/04)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or their representative before the next unit may be opened. The Purchaser must give a one week notice before finishing a unit to allow for inspection.

#### 3.3.4 - Dividing payment units (7/05)

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.

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

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

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - 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 chipped, utilized or otherwise removed from the sale.

#### 4.1.6 - Road construction (6/07)

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

#### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (3/07)

Hauling may be restricted on forest roads by the Unit Manager or their representative. The restriction may occur during spring breakup or may occur 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.

#### 4.4 - Access

#### 4.4.1 - Private property access (8/04)

Permission for access across private land is the responsibility of the purchaser.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (2/08)

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 their representative must be contacted at least 10 days in advance to schedule the conference.

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

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

#### 5.1.4 - Post-sale conference (2/04)

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

#### 5.2.1 - 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.

#### 5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

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

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

#### 5.2.12 - Bark slippage restriction (3/07)

Within Payment Unit(s) #'s 1, 2, and 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.30 - Landing/road top soil protection (5/04)

Top soil at landings and new roads must be stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed over the area to be re-vegetated. In addition, the area must be seeded and mulched per instructions of the sale administrator.

#### 5.2.32 - Decking/landing restoration (2/04)

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

#### 5.2.33 - Gas well re-vegetation (2/04)

In the event that the gas well is utilized for a landing, the site must be re-vegetated with a seeding mixture specified by the Unit Manager or their representative.

#### 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 (5/08)

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

#### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

#### 5.4.3 - Erosion control (2/04)

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

#### 5.8 - Protection of Habitat of Endangered Species

#### 5.8.3 - Red shoulder hawk (1) (3/07)

In the event that an active red shoulder hawk nest is found, the contract may be amended to protect the nest site. The harvesting time may be altered or reduced. Harvest operations may be limited to September 1 to March 1. This limitation may be selectively imposed on a specific portion of the sale, or it could apply to the entire sale. In addition, an area surrounding the nest tree could be designated as a "no-cut" zone with appropriate adjustments made to the timber sale value.

#### 5.8.5 - Protection of raptor nests (9/05)

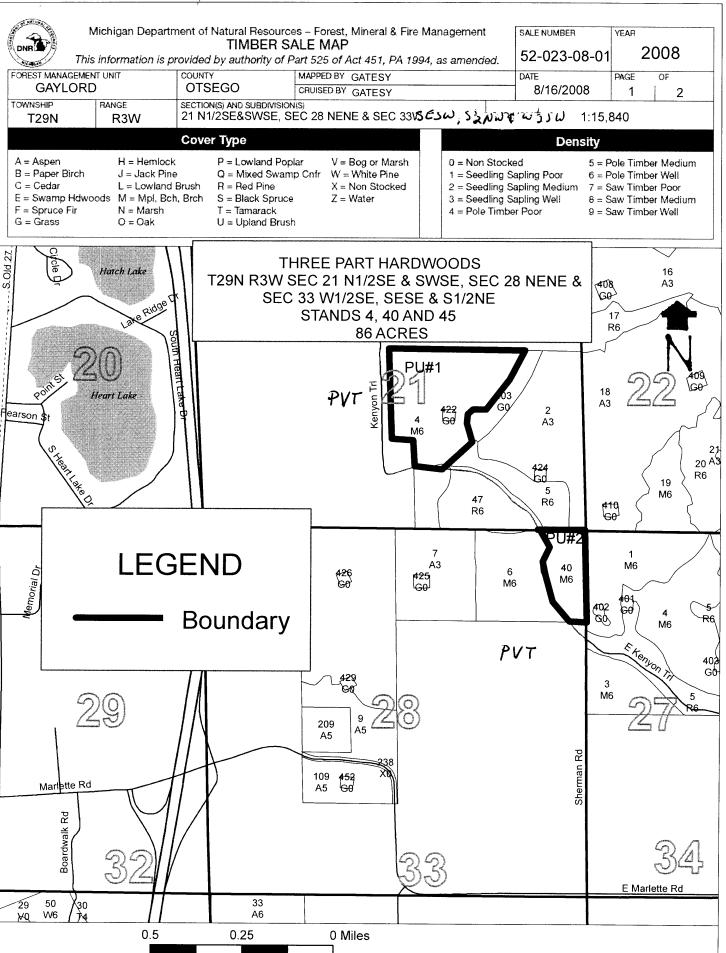
All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager and Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

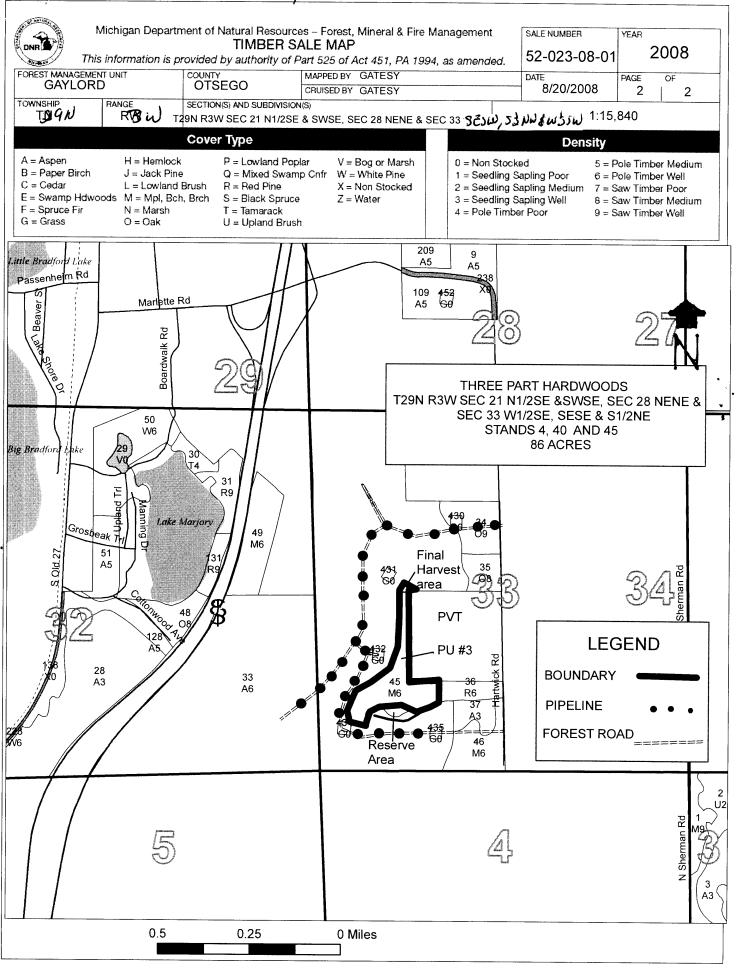
#### 6 - Safety and Fire Prevention

Section Name: Sale Specific Page 4 of 5 Current as of 9/10/2008 4:22:41PM

#### 6.2.1 - Road posting (5/05)

The purchaser is responsible for posting and maintaining caution signs on Kenyon Trail and Hartwick Road prior to beginning operations. The road must be posted 200 feet from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.





### GAYLORD MANAGEMENT UNIT GAYLORD

# GROUP W ASPEN (017-08-01) T30N, R04W, SEC. 11, SE1/4. T30N, R04W, SEC. 12, SW1/4, SE1/4. T30N, R04W, SEC. 13, W1/2NE, NWSE. OTSEGO COUNTY

In response to the notice of sale to be held 03:00 p.m. on January 07, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME* = V	ALUE
PULPWOOD				
RED PINE	\$ 35.05/CORD	\$X	88.00 CORDS = \$_	
MIX ASPEN	\$ 21.30/CORD		965.00 CORDS = \$_	
MIX HARDWD	\$ 9.00/CORD	\$x	680.00 CORDS = \$	
			SUBTOTAL 1 \$	
In addition, the succappraised price:	essful bidder agree	s to purchase the	following species at the	he
SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED	VOLUME* VALUE	
WHITE PINE	\$ 8.25/CORD	181.00	CORDS = \$ 1,493.2	25
		នា	UBTOTAL 2 \$ 1,493.2	25
	SUBTOTAL 1 +	SUBTOTAL 2 = 3	TOTAL BID VALUE \$	
estimated volumes ar	e final and not sub;	ject to adjustment	or minus (-) 8.82%. To the prospective bidders for and quality.	
will be the basis to must be bid or the bi	determine total bid d form may be reject ill be based upon m	value. All bids ted. I also unders y past performance	at the individual unit he must be signed and all stand that consideration and ability to complet control.	bid items
(bidder's p	rinted name)	(bidder's si	ignature)	
Address/Telephone		***************************************		

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE WITHIN 21 DAYS OF SALE AWARD



#### Michigan Department of Natural Resources Forest, Mineral and Fire Management

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

FOR I	PEPARTMENT USE ONLY	
Sale or Permit No		
Year:	Туре:	
Forest Area:		

Ple	ase Check Appropriate Categories:						
1.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>						
3.	<ul> <li>A.</li></ul>						
	Full Time Employees		Part Time Employe	ees			
Nam	ne of Business	Federal ID (or) S	Social Security No.				
Addr	ess	Telephone No.					
City	State	//	Zip + 4				
S	reby certify that the above information is true and correct. I agree erage during any of my present and future operations.			affecting my			
	itle	Date	,				

### GAYLORD MANAGEMENT UNIT GAYLORD

## ASPEN CHASE (022-08-01) T29N, R05W, SEC. 17, S1/2,SE1/4. ANTRIM COUNTY

In response to the notice of sale to be held 03:00 p.m. on January 07, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

non-responsive bid for	cms may	be rejected.					
SPECIES	APP	RAISED PRICE	BID PRICE	ESTIMATE	D VOLUM	E* = 1	VALUE
SAWLOGS							
RED PINE	\$	151.00/MBF	\$ X	18.00	MBF	= :	\$
PULPWOOD							
Q. ASPEN	\$	16.05/CORD	\$ X	249.00	CORDS	= :	\$
RED PINE	\$	36.60/CORD	\$x	80.00	CORDS	= :	<b>†</b>
				SUBTOTAL	1 \$		
In addition, the succe appraised price:	essful	bidder agrees	to purchase the	following	specie	s at t	che
SPECIES	APPRA	ISED PRICE	ESTIMATED	VOLUME*	VA	LUE	
SAWLOGS							
RED MAPLE	\$	78.00/MBF	6.00	MBF	= \$	468	.00
BASSWOOD	\$	65.00/MBF	16.00	MBF	= \$	1,040.	.00
PULPWOOD							
RED MAPLE	\$	13.20/CORD	81.00	CORDS	= \$	1,069	. 20
BASSWOOD	\$	6.70/CORD	45.00	CORDS	= \$	301.	. 50
			st	JBTOTAL 2	\$	2,878.	.70
	នប	BTOTAL 1 + S	SUBTOTAL 2 = 1	OTAL BID V	VALUE \$		
*These volumes are states estimated volumes are to examine this timbe	final	and not subje	ect to adjustment	. Prospec	tive bi	dders	are urged
I understand that any will be the basis to do must be bid or the bid awarding a contract will contract based upon equal to the based of	letermi l form ll be	ne total bid w may be rejecte based upon my	value. All bids ed. I also unders past performance	must be si stand that and abili	igned ar conside	nd all eration	bid items

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE WITHIN 21 DAYS OF SALE AWARD

(bidder's signature)

(bidder's printed name)

Address/Telephone \_\_



#### Michigan Department of Natural Resources Forest, Mineral and Fire Management

# 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 or Permit No					
Year:	Type:				
Forest Area:					

	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.							
•	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	ase Check Appropriate Categories:							
1. 2.	My business is organized as (you must check one of the boxes  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation  You must check one of the boxes below:	s below):						
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.</li></ul>							
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate th including family members and active partners (if none, you must including family members and active partners (if none, you must including family members and active partners (if none, you must including family members and active partners (if none, you must include the including family members and active partners (if none, you must include the including family members and active partners (if none, you must include the including family members and active partners (if none, you must include the including family members and active partners (if none, you must include the including family members and active partners (if none, you must include the including family members and active partners).		th full and part time employees other than yourself  Part Time Employees					
Nam	ne of Business	Federal ID (or) S	ocial Security No.					
Add	ress	Telephone No.						
City	State	. · · · · · · · · · · · · · · · · · · ·	Zip + 4					
COV	reby certify that the above information is true and correct. I agreerage during any of my present and future operations.	e to notify the DN	NR of any changes that occur in factors affecting my					
Ţ	itle	Date						

### GAYLORD MANAGEMENT UNIT GAYLORD

# THREE PART HARDWOODS (023-08-01) T29N, R03W, SEC. 21, N1/2SE & SWSE. T29N, R03W, SEC. 28, NENE. T29N, R03W, SEC. 33, SESW, S1/2NW & W1/2SW. OTSEGO COUNTY

In response to the notice of sale to be held 03:00 p.m. on January 07, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	:	APPR	RAISED PRICE	<u>B</u> :	ID PRICE	ESTIMATE	D VOLUME*	=	VALUE
SAWLOGS									
RED MA	APLE :	\$	66.00/MBF	\$	x	61.00	MBF	=	\$
MIX AS	PEN	\$	78.00/MBF	\$	х	32.00	MBF	=	\$
PULPWOOD									
MIX AS	PEN	\$	17.60/CORD	\$	х	90.00	CORDS	=	\$
MIX HA	ARDWD	\$	9.40/CORD	\$	x	902.00	CORDS	=	\$
						SUBTOTAL	. 1 \$		

In addition, the successful bidder agrees to purchase the following species at the appraised price:

SPECIES SAWLOGS	APPRAISED PRICE	ESTIMATED VOLUME* VALUE
SUG. MAPLE	\$ 296.00/MBF	1.00 MBF = \$ 296.00
BEECH	\$ 44.00/MBF	7.00  MBF = \$308.00
P. BIRCH	\$ 73.00/MBF	3.00 MBF = \$ 219.00
		SUBTOTAL 2 \$ 823.00
	SUBTOTAL 1 + SUB	BTOTAL 2 = TOTAL BID VALUE \$

<sup>\*</sup>These volumes are statistically estimated within plus (+) or minus (-) 17.35%. 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

(bidder's printed name)	(bidder's signature)
Address/Telephone	



#### Michigan Department of Natural Resources Forest, Mineral and Fire Management

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

FOR DEPARTMENT USE ONLY					
Sale or Permit No	)				
Year:	Туре:				
Forest Area:					

				11	ı					
	As required by Act 317, P.A. 1969 (Work of Act 451 of 1994, a		Part 525	Forest Area:						
	VERIFICATION OF	WORKER'S DISABI	LITY COMPENS	SATION ACT COM	PLIANCE					
•	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 printe	ed except for written	signatures.							
Plea	ase 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.	<ul> <li>A.</li></ul>									
	Full Time	e Employees			Part Time Emp	ployees				
Vam	e of Business		Federal ID (or)	Social Security No.						
Addr	ess		Telephone No.							
City		State		Zip + 4						
S S	eby certify that the above information is trage during any of my present and future and future of Owner or Authorized Represer	operations.			that occur in fact	tors affecting my				
Ti	tle		Dat	te .						