

# 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:

MARATHON RED PINE / T29N, R03W, SEC. 15, NWNE,SWNE,NW1/4,SW1/4.

T29N, R03W, SEC. 16, NENE,SENE,NESE.

T29N, R03W, SEC. 22, SWNW,SENW.

T29N, R03W, SEC. 15, W1/2 OF SE1/4.

OTSEGO COUNTY (Appr. \$89,108.25)

REVELATION RED PINE / T30N, R04W, SEC. 10, N1/2SE, SWSE, E1/2SW.
T30N, R04W, SEC. 15, N1/2NE.
OTSEGO COUNTY (Appr. \$31,062.35)

MANCELONA ROAD MIXED PINE / T29N, R05W, SEC. 13, S1/2SE1/4, NWSE, SWNE. T29N, R05W, SEC. 15, NESW.
ANTRIM COUNTY (Appr. \$38,167.20)

COMPARTMENT 11A RPP / T29N, R02W, SEC. 02, W1/2NE, SENE, SENW, SW1/4.
OTSEGO COUNTY (Appr. \$203,492.75)

SALE DATE AND TIME: 03:00 p.m. on February 04, 2009.

**GAYLORD** 

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

- 1. Bid Location, Date, and Time: 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 February 4, 2009. For further information concerning this sale, contact the Unit Manager at 989-732-3541.
- 2. Bidder's Qualifications: 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. Performance Security: 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

#### MARATHON RED PINE (019-08-01)

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 PINE	75.00 MBF	\$ 155.00/MBF
PULPWOOD		
RED PINE	1910.00 CORDS	\$ 34.25/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	23.00 MBF	\$ 90.00/MBF
MIXED OAK	5.00 MBF	\$ 95.00/MBF
MIX ASPEN	22.00 MBF	\$ 99.00/MBF
MIX SOFTWD	1.00 MBF	\$ 60.00/MBF
PULPWOOD		
MIX ASPEN	198.00 CORDS	\$ 18.90/CORD
MIX SOFTWD	31.00 CORDS	\$ 11.05/CORD
MIX HARDWD	312.00 CORDS	\$ 10.25/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 7.71 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 \$4,500.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 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 N	TUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1				15%		
	2				15%		
	3				10%		
	4				05%		
	5				10%		
	6				05%		
	7				10%		
	8				15%		
	9				10%		
	10				058	\$	

- 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.

A = Aspen

C = Cedar

B = Paper Birch

E = Swamp Hdwoods

H = Hemlock

J = Jack Pine

L = Lowland Brush

M ≈ Mpl, Bch, Brch

Michigan Department of Natural Resources - Forest Management Division

Q = Mixed Swamp Cnfr

R = Red Pine

S = Black Spruce

TIMBER SALE MAP

This information provided under authority of Part 525. Act 451 of 1994, as amended

Sale No. 52-019

Year 80

Sale Type 01

State Forest and Forest Management Unit: Mapped By: Barta Mackinac State Forest, Gaylord South Cruised By: Lentz, Barta June 19, 2008 Township Range 15 NWNE, SWNE, NW 14, SW 14 Section 16 NENE, SENE, NESE Scale: 1 inch = 29N 22 SWNW, SENW .3W 14 MILE

Cover Type P = Lowland Poplar V = Bog or Marsh

W = White Pine

X = Non Stocked

Z = Water

1 = Non Stocked

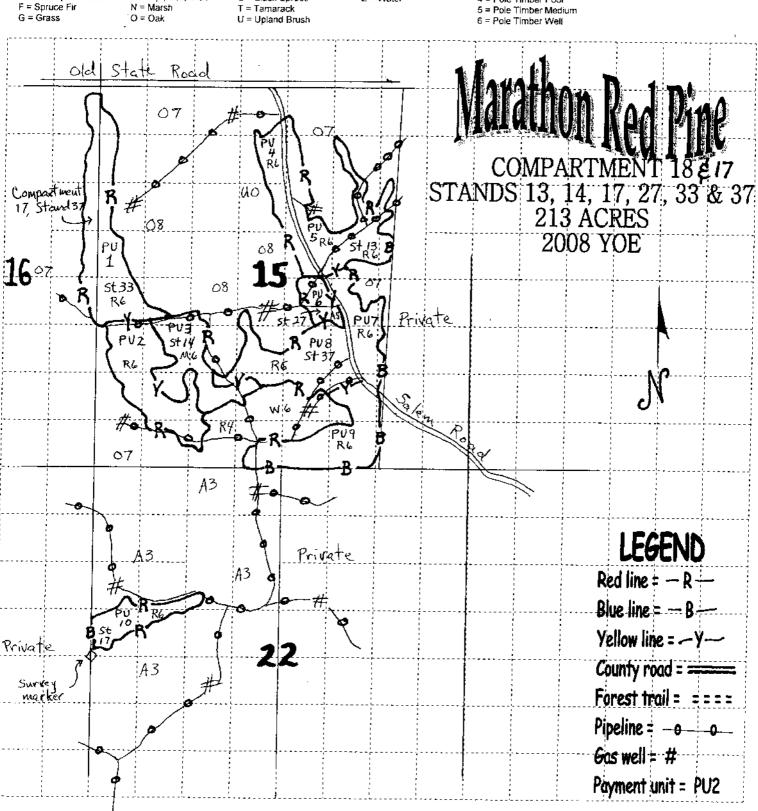
2 = Seedling Sapling Poor

3 = Seedling Sapling Well

4 = Pole Timber Poor

5 = Pole Timber Medium

Density 7 = Saw Timber Poor 8 = Saw Timber Medium 9 = Saw Timber Well



# Sale Specific Conditions & Requirements

Sale Name: Marathon Red Pine Sale Number: 52-019-08-01

#### 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, 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. 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 (2/04)

Within Payment Unit(s) 3 and 6, 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 except oak and red pine.

# 2.1.8 - Designated plantation row unit(s) (3/07)

Within Payment Unit(s) 1, 2, 4, 5, 7, 8, 9 and 10, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Plantation rows designated for cutting every third row. Within a cut row, harvest all trees regardless of species.

# 2.2 - Utilization

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

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.1 - Order of cutting (6/04)

Payment Units shall be cut in numerical order, 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.

# 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.

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

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

# 4 - Transportation

# 4.1 - Construction

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

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

# 4.1.7 - Road closure (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.

#### 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.

# 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

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#### 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 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.

# 5.2 - Conduct of Operations

#### 5.2.1 - Slash

# 5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line

#### 5.2.1.2 - Slash Removal

# 5.2.1.2.1 - Slash removal (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of forest roads.

#### 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.

#### 5.2.1.8 - Slash height (2/04)

No slash may exceed 24 inches in height.

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

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

# 5.2.2 - 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.

# 5.2.15 - 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 I through July I, 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.

# 5.2.20 - Equipment width (2/04)

Equipment used to remove designated rows must be capable of moving through cut rows without damaging residual trees.

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

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

# 5.2.30 - 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-crodible 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.

# 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 Salem 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.

# REVELATION RED PINE (024-08-01)

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
PULPWOOD		
RED PINE	778.00 CORDS	\$ 37.40/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
MIX ASPEN	70.00 CORDS	\$ 18.65/CORD
MIX HARDWD	79.00 CORDS	\$ 8.35/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 7.44 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:

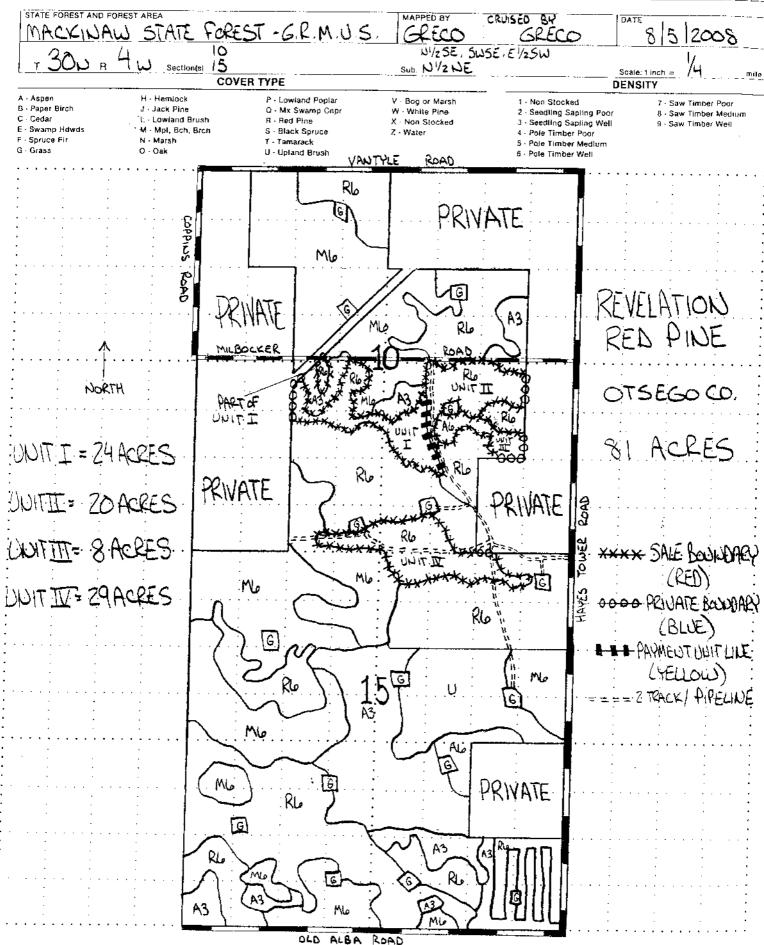
- 1. A bond in the amount of \$1,600.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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				30%		
	2				25%		
	3				10%		
	4				35₺		

- 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.

# STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES TIMBER SALE MAP

SALE YEAR SALE TYPE TYPE



# Sale Specific Conditions & Requirements

Sale Name: Revelation Red Pine Sale Number: 52-024-08-01

#### 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, 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.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) III, 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.

#### 2.1.8 - Designated plantation row unit(s) (3/07)

Within Payment Unit(s) I and IV, all Red Pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Plantation rows designated for cutting—are every fourth row. Begin with the fourth row in from the outside of the plantation, then continue every fourth row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the fourth row sequence. WITHIN PAYMENT UNIT II, cut every third row starting with the third row in from the outside of the plantation. Within payment units I, II and IV, do not cut any White Pine. If White Pine trees occur within a cut row, temporarily adjust the row to avoid cutting or damaging the White Pine. Also, only cut Aspen and Mixed Hardwood within the rows designated for cutting.

#### 2.2 - Utilization

# 2.2.4 - Skidding length (2/04)

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

#### 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.

Sale Name: Revelation Red Pine Sale Number: 52-024-08-01

# 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

# 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.

#### 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.

# 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 (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.

# 5.1.3 - 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.

# Sale Name: Revelation Red Pine Sale Number: 52-024-08-01

#### 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.

# 5.2.2 - 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.

# 5.2.15 - 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.

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

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

# 5.4 - Soil Protection

Section Name: Sale Specific Page 3 of 4 Current as of 11/10/2008 4:23:15PM

# Sale Name: Revelation Red Pine Sale Number: 52-024-08-01

# 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

# 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.

Section Name: Sale Specific Page 4 of 4 Current as of 11/10/2008 4:23:15PM

# MANCELONA ROAD MIXED PINE (028-08-01)

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:

ESTIMATED VOLUME*	AP	PRAISED PRICE
84.00 MBF	\$	136.00/MBF
293.00 CORDS	\$	38.00/CORD
804.00 CORDS	\$	12.00/CORD
	84.00 MBF 293.00 CORDS	84.00 MBF \$ 293.00 CORDS \$

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

SPECIES	ESTIMATED VOLUME*	APE	PRAISED PRICE
PULPWOOD			_
RED MAPLE	220.00 CORDS	\$	14.00/CORD
MIX ASPEN	108.00 CORDS	\$	20.15/CORD
MIX SOFTWD	31.00 CORDS	\$	12.00/CORD
MIX HARDWD	30.00 CORDS	\$	11.10/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 13.93 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 \$1,900.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 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				15%		
	4				15%		

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

# Michigan Department of Natural Resources - Forest Management Division Sale No. Sale Type Year TIMBER SALE MAP 52-028 This information provided under authority of Part 525. Act 451 of 1994, as amended 80 01 State Forest and Forest Management Unit: Mapped By: K.Lentz Mackinaw State Forest - Gaylord South Cruised By: Lentz, Scheele September 4th, 2008 Township Range Section(s) Subdivision T29N. R5W S1/2 SE1/4, NWSE, SWNE Scale: 1 inch = 1/4 Mile 15 NESW Cover Type Density A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh 1 = Non Stocked B = Paper Birch J = Jack Pine 7 = Saw Timber Poor Q = Mixed Swamp Cofr W = White Pine 2 = Seedling Sapling Poor C = Cedar L = Lowland Brush 8 = Saw Timber Medium R = Red Pine X = Non Stocked 3 = Seedling Sapling Well E = Swamp Hdwoods M = Mpl, Bch, Brch 9 = Saw Timber Well S = Black Spruce Z = Water F = Spruce Fir 4 = Pole Timber Poor N = Marsh T = Tamarack 5 = Pole Timber Medium G = Grass O = Oak U = Upland Brush 6 = Pole Timber Well Mancelona Road Mixed Pine Stands 46,47,49,52,54, & 142-Antrim County 107 Acres Comp. 60 (Page 1 of 2) PRIVATE R6 P **LEGEND** Payment Unit 1= 18 dones Payment Unit 2= 18 dones Sale Boundaries: Red Paint Private Boundaries: Blue Paint -Payment Units: 10034 Payment Unit Lines: Yellow Paint + X X Survey Corners: 4 Gas Well: 🗷 Buried Gas Pipeline: $-\rho = \rho = \rho =$

#### Michigan Department of Natural Resources - Forest Management Division Sale No. Year Sale Type TIMBER SALE MAP This information provided under authority of Part 525, Act 451 of 1994, as amended 52-028 08 01 State Forest and Forest Management Unit: Mapped By: K.Lentz Mackinaw State Forest - Gaylord South Cruised By: Lentz, Scheele September 4th, 2008 Township Range Section(s) Subdivision T29N, R5W. S1/2 SE1/4, NWSE, SWNF 15 NESW Scale: 1 inch = 1/4 Mile Cover Type A = Aspen Density H = Hemlock P = Lowland Poplar V = Bog or Marsh B = Paper Birch 1 = Non Stocked J = Jack Pine Q = Mixed Swamp Cnfr 7 = Saw Timber Poor C = Cedar W = White Pine 2 = Seedling Sapling Poor L ≂ Lowland Brush R = Red Pine 8 ≃ Saw Timber Medium E ≈ Swamp Howoods X = Non Stocked M = Mpl, Bch, Brch 3 = Seedling Sapling Well S = Black Spruce 9 = Saw Timber Well F = Spruce Fir Z = Water 4 = Pole Timber Poor N = Marsh T = Tamarack G = Grass O = Oak 5 = Pole Timber Medium U = Upland Brush 6 = Pole Timber Well Mancelona Road Mixed Pine Stands 46,47,49,52,54, & 142-Antrim County 107 Acres Comp. 60 (Page 2 of 2) STATE S۵ J5 STATE PRIVATE LAKES OF THE NORTH CH Manis PrIVATE state. 51.49 Marcelona Road C-38 Payment Unit 3 = 4000xes Payment Unit 4 = 3/acres LEGEND Sale Boundaries: Red Paint Private Boundaries: Blue Paint -Payment Units: ① ② ③ ④

Buried Gas Pipeline:  $- p - p - \rho$ 

Survey Corners: **◊** Gas Well: 🙀

# Sale Specific Conditions & Requirements

Sale Name: Mancelona Road Mixed Pine Sale Number: 52-028-08-01

#### 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 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 red pine, jack pine, mixed hardwood and aspen 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 Within Payment Units 3 & 4, cut all jack pine, scotch pine, mixed hardwood, aspen, & mixed softwood 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. Except: Do not cut large diameter white pine that are 22" dbh (diameter breast height) and greater. All red pine strips adjacent to payment unit(s) 4 must be left uncut & protected from damage during the logging operation.

# 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

# 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. 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) 1,2,3,& 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

Section Name: Sale Specific Page 1 of 4 Current as of 10/13/2008 9:48:26AM

Sale Name: Mancelona Road Mixed Pine Sale Number: 52-028-08-01

# 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.

# 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. 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 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.

#### 5.1.4 - 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

Section Name: Sale Specific Page 2 of 4 Current as of 10/13/2008 9:48:26AM

Sale Name: Mancelona Road Mixed Pine Sale Number: 52-028-08-01

#### 5.2.1 - Slash

# 5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

#### 5.2.1.2 - Slash Removal

# 5.2.1.2.1 - Slash removal (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of forest roads.

# 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.

# 5.2.15 - 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.

# 5.3 - Stream Protection

# 5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 100 feet of tributary creek of the Manistee River on the north side of Unit 3.

#### 5.4 - Soil Protection

# Sale Name: Mancelona Road Mixed Pine Sale Number: 52-028-08-01

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.

# COMPARTMENT 11A RPP (035-08-01)

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 PINE	708.00 MBF	\$ 132.00/MBF
PULP <b>W</b> OOD		
RED PINE	3064.00 CORDS	\$ 32.40/CORD

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

SPECIES	ESTIMATED VOLU	<u>UME*</u> AP	PRAISED PRICE
SAWLOGS	·	<del></del>	
RED MAPLE	8.00 MB	F \$	66.00/MBF
RED OAK	1.00 MB	F \$	170.00/MBF
WHITE PINE	18.00 MB	F \$	87.00/MBF
JACK PINE	5.00 MBI	F \$	44.00/MBF
PULPWOOD			
RED MAPLE	83.00 CO	RDS \$	12.40/CORD
RED OAK	6.00 CO	RDS \$	7.60/CORD
WHITE PINE	213.00 CO	RDS \$	9.00/CORD
JACK PINE	189.00 CO	RDS \$	11.25/CORD
BLK CHERRY	7.00 CO	RDS \$	9.20/CORD
MIX ASPEN	173.00 CO	RDS \$	17.90/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.05 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 \$11,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 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	15%
2	25%
3	15%
4	10%
5	20%
6	15%

- 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.

# STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES TIMBER SALE MAP

SALE YEAR SALE TYPE

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# Sale Specific Conditions & Requirements

Sale Name: Compartment 11a Rpp Sale Number: 52-035-08-01

#### 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, 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 red and blue painted boundary line trees. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when adjacent Payment Units have been paid.

# 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 and VI, 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. 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 boundary line. The Purchaser shall not cut live or dead trees within reserve areas.

# 2.2 - Utilization

# 2.2.2 - Chipping (5/07)

This area must be chip harvested to facilitate future silvicultural activities. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled to meet site preparation requirements.

# 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

# 3 - Payments

# 3.3 - Pre-measured Sales

# Sale Name: Compartment 11a Rpp Sale Number: 52-035-08-01

# 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

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

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be chipped, 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 chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

# 4.1.7 - Road closure (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.

#### 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 (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.

# Sale Name: Compartment 11a Rpp Sale Number: 52-035-08-01

# 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

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

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

# 5.2.2 - 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.

# 5.2.15 - 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.

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

The snowmobile/ORV 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. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or their representative prior to December 1st. No decking of forest products will be permitted along the snowmobile trail.

#### 5.4 - Soil Protection

# Sale Name: Compartment 11a Rpp Sale Number: 52-035-08-01

# 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

# 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. 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

# 6.2.3 - Recreational trail posting (9/08)

The purchaser is responsible for posting and maintaining caution signs on the snowmobile/ORV 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 any time the trail is being used for any logging activity. The Purchaser will provide these signs for use on State-owned land.

# 7 - Other Conditions

# 7.2 - Extensions

# 7.2.2 - No extensions (2/04)

There will be no extensions granted on this contract.

Section Name: Sale Specific Page 4 of 4 Current as of 11/5/2008 3:37:10PM

# GAYLORD MANAGEMENT UNIT

MARATHON RED PINE (019-08-01)
T29N, R03W, SEC. 15, NWNE, SWNE, NW1/4, SW1/4.
T29N, R03W, SEC. 16, NENE, SENE, NESE.
T29N, R03W, SEC. 22, SWNW, SENW.
T29N, R03W, SEC. 15, W1/2 OF SE1/4.
OTSEGO COUNTY

In response to the notice of sale to be held 03:00 p.m. on February 04, 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 SAWLOGS	API	PRAISED PRICE	BID PRICE	ESTIMATED VOI	UME * = VALUE
RED PINE	\$	155.00/MBF	\$ x	75.00 MBF	<b>=</b> \$
PULPWOOD	•	•			7
RED PINE	\$	34.25/CORD	\$x	1910.00 CORDS	s = \$
				SUBTOTAL 1	\$
In addition, the suc	cessful	bidder agrees	to purchase the	following spec	cies at the
appraised price:					
SPECIES SAWLOGS	APPRA	AISED PRICE	ESTIMATED	VOLUME*	VALUE
RED MAPLE	\$	90.00/MBF	23.00	MBF = \$	2,070.00
MIXED OAK	\$	95.00/MBF	5.00	MBF = \$	475.00
MIX ASPEN	\$	99.00/MBF	22.00	MBF = \$	2,178.00
MIX SOFTWD	\$	60.00/MBF	1.00	MBF = \$	60.00
PULPWOOD					
MIX ASPEN	\$	18.90/CORD	198.00	CORDS = \$	3,742.20
MIX SOFTWD	\$	11.05/CORD	31.00	CORDS = \$	342.55
MIX HARDWD	\$	10.25/CORD	312.00	CORDS = \$	3,198.00
			s	UBTOTAL 2 \$_	12,065.75
	su	DETOTAL 1 + 8	SUBTOTAL 2 =	TOTAL BID VALUE	\$

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)			(	bidd	er's	sig	natu	re)		
Address/Telepho	ne									
THE	WINNING	BIDDER	MUST	COMPLETE	THE	FORM	ON	THE	REVERSE	SIDE
		WI	THIN	21 DAYS O	F SA	LE AW	ARD			

<sup>\*</sup>These volumes are statistically estimated within plus (+) or minus (-) 7.71%. 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, Mineral and Fire Management

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

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

	As required by Act 317, P.A. 1969 (Worker's Compensation) and of Act 451 of 1994, as amended.	Part 525	Forest Area:			
	VERIFICATION OF WORKER'S DISAB	ILITY COMPENS	SATION ACT COMPLIANCE			
	This verification must be completed and submitted within sale contract.	21 days of contr	ract award and prior to the issuance of the timber			
ı	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.				
Plea	ase Check Appropriate Categories:					
١.	My business is organized as (you must check one of the boxes	s below):				
	A. Sole Proprietorship (individual)					
	B.  Partnership					
	C. Corporation					
<u>.</u>	You must check one of the boxes below:					
	A.  I certify that my business is a sole proprietorship and Worker's Compensation Laws.	it has no employ	vees but the sole proprietor. I am not subject to the			
	B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).					
	C.   I certify that my business has a Worker's Compensation days of the contract award.					
١.	If you have checked item 2(A) or 2(B), you must indicate the including family members and active partners (if none, you must		th full and part time employees other than yourself			
	Full Time Employees		Part Time Employees			
lam	ne of Business	Federal ID (or) S	Social Security No.			
ddi	ress	Telephone No.				
ity	State	(( )	Zip + 4			
_						
he ov:	reby certify that the above information is true and correct. I agreerage during any of my present and future operations.	ee to notify the DI	NR of any changes that occur in factors affecting my			
Ş	Signature of Owner or Authorized Representative	<del></del>				
_						
T	itle	Dat	e			

SPECIES

# GAYLORD MANAGEMENT UNIT

# REVELATION RED PINE (024-08-01) T30N, R04W, SEC. 10, N1/2SE, SWSE, E1/2SW. T30N, R04W, SEC. 15, N1/2NE. OTSEGO COUNTY

In response to the notice of sale to be held 03:00 p.m. on February 04, 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.

APPRAISED PRICE BID PRICE ESTIMATED VOLUME\* = VALUE

PULPWOOD	<del></del>			
RED PINE	\$ 37.40/CC	)RD \$	_X 778.00 CO	RDS = \$
			SUBTOTAL 1	\$
In addition, the su appraised price:	ccessful bidder aç	rees to purchase t	the following sp	pecies at the
SPECIES PULPWOOD	APPRAISED PRIC	ESTIMA:	red volume*	VALUE
MIX ASPEN	\$ 18.65/CO	)RD 70	.00 CORDS =	\$ 1,305.50
MIX HARDWD	\$ 8.35/C			\$ 659.65
			SUBTOTAL 2	\$1,965.15
	SUBTOTAL 1	+ SUBTOTAL 2 =	TOTAL BID VAI	LUE \$
*These volumes are estimated volumes to examine this ti	are final and not	subject to adjustm	ment. Prospecti	ve bidders are urged
	o determine total bid form may be re will be based upo	bid value. All bi jected. I also und on my past performa	ids must be sigr derstand that co ance and ability	
(bidder's	printed name)	(bidder's	s signature)	
Address/Telephon	e		-16n , 14	·

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

	As required by Act 317, P.A. 1969 (Worker's Compensation) and F of Act 451 of 1994, as amended.	Part 525	Forest Area:				
	VERIFICATION OF WORKER'S DISABIL	ITY COMPENS	ATION 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 s	ignatures.					
Ple	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						
2.	You must check one of the boxes below:						
	A.  I certify that my business is a sole proprietorship and it Worker's Compensation Laws.	has no employ	ees but the sole proprietor. I am not subject to the				
B.  Lertify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an a Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).							
	C.  I certify that my business has a Worker's Compensation days of the contract award.	n Policy. I will p	provide an original Certificate of Insurance within 21				
3.	If you have checked item 2(A) or 2(B), you must indicate the including family members and active partners (If none, you must		h full and part time employees other than yourself				
	Full Time Employees		Part Time Employees				
		,					
lan	ne of Business	Federal ID (or) S	ocial Security No.				
ddi	ress	Telephone No.					
ity	State	,	Zip + 4				
OV:	reby certify that the above information is true and correct.   agree erage during any of my present and future operations.	to notify the DN	R of any changes that occur in factors affecting my				
<del>_</del>	itle	Date					
	inc.	Date					

# GAYLORD MANAGEMENT UNIT

# MANCELONA ROAD MIXED PINE (028-08-01) T29N, R05W, SEC. 13, S1/2SE1/4, NWSE, SWNE. T29N, R05W, SEC. 15, NESW. ANTRIM COUNTY

In response to the notice of sale to be held 03:00 p.m. on February 04, 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	forms may	be rejected.			
SPECIES SAWLOGS	API	RAISED PRICE	BID PRICE	ESTIMATED VOI	UME* = VALUE
RED PINE	ė	126 00 Ame			
PULPWOOD	Ą	136.00/MBF	\$x	84.00 MBF	= \$
RED PINE	ş	38.00/CORD	ė v	293.00 CORDS	_ &
JACK PINE	Š	12.00/CORD	\$x \$ x		·
	•		·^	. OUT.OU CORDS	
				SUBTOTAL 1	\$
In addition, the su appraised price:	ccessful	bidder agrees	to purchase th	e following spec	ies at the
SPECIES PULPWOOD	APPRA	ISED PRICE	ESTIMATE	D VOLUME*	VALUE
RED MAPLE	\$	14.00/CORD	200 0	0.00000	
MIX ASPEN	\$	20.15/CORD		0 CORDS = \$ 0 CORDS = \$	-,
MIX SOFTWD	\$	12.00/CORD		0 CORDS = \$	•
MIX HARDWD	Ŝ	11.10/CORD		0 CORDS = \$	333.00
	~	22.20,0010	50.0	0 COMD3 — 3	333.00
				SUBTOTAL 2 \$_	5,961.20
	su	BTOTAL 1 +	SUBTOTAL 2 =	TOTAL BID VALUE	\$
*These volumes are estimated volumes a to examine this time	are final	and not subje	ect to adjustmen	nt. Prospective	bidders are urged
I understand that a will be the basis t must be bid or the l awarding a contract contract based upon	o determi bid form will be	ne total bid may be reject based upon my	value. All bid ed. I also unde past performan	s must be signed rstand that cons ce and ability t	and all bid items ideration and
(bidder's	printed	name)	(bidder's	signature)	<del></del>
Address/Telephon	<b></b>				

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

7	itle	Date	
	ignature of Owner or Authorized Representative	_ <del></del>	
he cove	reby certify that the above information is true and correct. I agree erage during any of my present and future operations.	to notify the DN	IR of any changes that occur in factors affecting my
City	State		Zip + 4
		( )	
Add	ress	Telephone No.	
Nan	ne of Business	Federal ID (or) S	ocial Security No.
	Full Time Employees		Part Time Employees
3.	days of the contract award.  If you have checked item 2(A) or 2(B), you must indicate the including family members and active partners (if none, you must expected in the contract of the cont	number of <b>bot</b> enter "0").	h full and part time employees other than yourself
	award. (For questions or a copy of the BWC-337, please  C.		
	B.	e a copy of the	Notice of Exclusion within 21 days of the contract
	A.     Certify that my business is a sole proprietorship and it Worker's Compensation Laws.		•
2.	You must check one of the boxes below:		
	C. Corporation		
	B. Partnership		
1.	My business is organized as (you must check <u>one</u> of the boxes be A. Sole Proprietorship (individual)	elow):	
Ple	ease Check Appropriate Categories:		
•	All Information must be typed or printed except for written si	gnatures.	
•	In addition, if boxes 2B or 2C are checked, then Notice of Exdays of the contract award and prior to the issuance of the ti	clusion or Cer mber sale con	tificate of insurance must be submitted within 21 itract.
	This verification must be completed and submitted within 21 sale contract.		
	VERIFICATION OF WORKER'S DISABILI		
	of Act 451 of 1994, as amended.	31 025	Forest Area:

# COMPARTMENT 11A RPP (035-08-01) T29N, R02W, SEC. 02, W1/2NE, SENE, SENW, SW1/4. OTSEGO COUNTY

In response to the notice of sale to be held 03:00 p.m. on February 04, 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	AP:	PRAISED PRICE	BID PRICE	ESTIMATED VO	LUME* = VALUE
SAWLOGS	<del></del>				
RED PINE	\$	132.00/MBF	\$X	708.00 MBF	= \$
PULPWOOD					
RED PINE	\$	32.40/CORD	\$X	3064.00 CORD	s = \$
				SUBTOTAL 1	\$
In addition, the appraised price:	successful	bidder agrees	to purchase the	following spe	cies at the
SPECIES	APPR	AISED PRICE	ESTIMATED	VOLUME*	VALUE
SAWLOGS					<del></del>
RED MAPLE	\$	66.00/MBF	8.00	MBF = \$	528.00
RED OAK	\$	170.00/MBF	1.00	MBF = \$	170.00
WHITE PINE	\$	87.00/MBF	18.00	MBF = \$	1,566.00
JACK PINE	\$	44.00/MBF	5.00	MBF = \$	220.00
PULPWOOD					
RED MAPLE	\$	12.40/CORD	83.00	CORDS = \$	1,029.20
RED OAK	\$	7.60/CORD	6.00	CORDS = \$	45.60
WHITE PINE	\$	9.00/CORD	213.00	CORDS = \$	1,917.00
JACK PINE	\$	11.25/CORD	189.00	CORDS = \$	2,126.25
BLK CHERRY	\$	9.20/CORD	7.00	CORDS = \$	64.40
MIX ASPEN	\$	17.90/CORD	173.00	CORDS = \$	3,096.70
			S	UBTOTAL 2	10,763.15
	s	UBTOTAL 1 +	SUBTOTAL 2 =	TOTAL BID VALU	DE \$

\*These volumes are statistically estimated within plus (+) or minus (-) 8.05%. 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.

(bidde	r's p	rinte	d name)			(bidd	er's	sig	natu	re)		
Address/Telep	hone											
T	E WI	NNING	BIDDER	MUST	COMPLETE	THE	FORM	ON	THE	REVERSE	SIDE	_
			WI	THIN	21 DAYS	OF SA	LE AW	ARD				



# 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

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

	1994, as amended.	and rail 525	ruest Alea.
VERIFICATI	ON OF WORKER'S DISA	ABILITY COMPENS	ATION ACT COMPLIANCE
<ul> <li>This verification must be comple sale contract.</li> </ul>	ted and submitted with	in 21 days of contr	act award and prior to the issuance of the timber
<ul> <li>In addition, if boxes 2B or 2C are days of the contract award and p</li> </ul>	checked, then Notice of the control of the issuance of the control	of Exclusion or Cer the timber sale cor	tificate of Insurance must be submitted within 21 atract.
All Information must be typed or	printed except for writt	en signatures.	
Please Check Appropriate Categories:			
My business is organized as (you m	nust check <u>one</u> of the bo	xes below);	
A. 🗍 Sole Proprietorship (individua	al)		
B. 🔲 Partnership			
C. Corporation			
2. You must check one of the boxes b	elow:		
A.	s a sole proprietorship a vs.	nd it has no employ	rees but the sole proprietor. I am not subject to the
Notice of Exclusion (BWC-3	337, Rev. 5/96). I will pi	rovide a copy of the	Compensation Act through the use of an approved e Notice of Exclusion within 21 days of the contract of Compensation Bureau at 517-322-1195).
			provide an original Certificate of Insurance within 21
<ol> <li>If you have checked item 2(A) or 2 including family members and active</li> </ol>	2(B), you must indicate e partners (if none, you m	the number of bot nust enter "0").	h full and part time employees other than yourself
Ful	l Time Employees		Part Time Employees
Name of Business		Federal ID (or) S	ocial Security No.
Address		Telephone No.	
City	State		Zip + 4
hereby certify that the above information overage during any of my present and for signature of Owner or Authorized Rep	uture operations.	gree to notify the DN	IR of any changes that occur in factors affecting my
Title		Date	