

## 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:

KENYON TRAIL RED PINE / T29N, R03W, SEC. 21, S1/2SE.
OTSEGO COUNTY (Appr. \$16,019.30)

COMPARTMENT 22 RPP / T29N, R04W, SEC. 19, SWSE.
T29N, R04W, SEC. 30, E1/2SE.
T29N, R04W, SEC. 32, E1/2W1/2.
OTSEGO COUNTY (Appr. \$215,724.20)

BIG CHILL 2 RED PINE / T29N, R05W, SEC. 12, NENE, NWNE, SWNE, SENE, NENW, SENW.
ANTRIM COUNTY (Appr. \$43,885.90)

COMPARTMENT 63 RPP / T29N, R05W, SEC. 27, SESE.
T29N, R05W, SEC. 34, NENE, SWNW, SWSW.
ANTRIM COUNTY (Appr. \$84,241.30)

11111111111111111

SALE DATE AND TIME: 3:00 p.m. on March 18, 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 March 18, 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. Preparation of Sealed Bids: 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

#### KENYON TRAIL RED PINE (027-08-01)

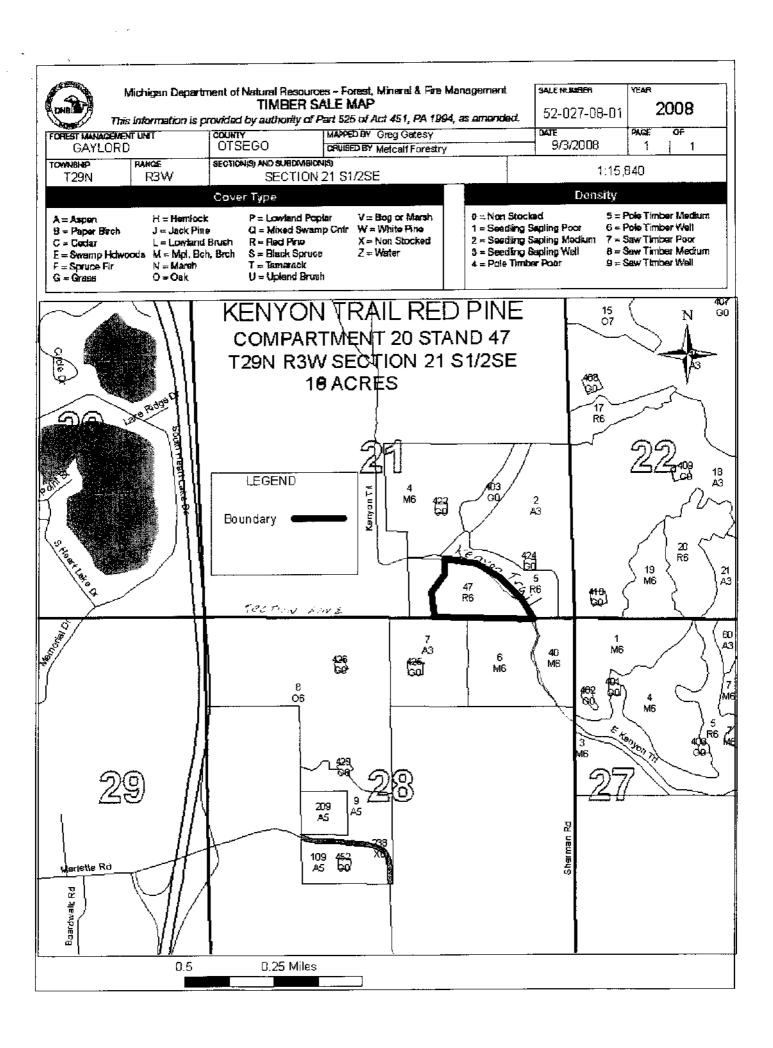
A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED PINE	88.00 MBF	\$ 135.00/MBF
PULPWOOD		
RED PINE	142.00 CORDS	\$ 29.15/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.90 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 \$1,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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 remainder is due before cutting begins.
- 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: Kenyon Trail Red Pine Sale Number: 52-027-08-01

#### 1 - Sale Area

#### 1.2 - Boundaries

## 1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by 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) 1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 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

## 3.3.4 - 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. 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

## Sale Name: Kenyon Trail Red Pine Sale Number: 52-027-08-01

## 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.

## 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

#### 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 red 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.

Sale Name: Kenyon Trail Red Pine Sale Number: 52-027-08-01

## 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.

## 5.2.30 - Landing/road top soil protection (1/09)

Top soil at landings 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.

#### 5.2.37 - No decking areas (10/04)

No decking is allowed within 50 feet of Kenyon Trail.

#### 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 Endangered Species

## 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.

Sale Name: Kenyon Trail Red Pine Sale Number: 52-027-08-01

## 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 Kenyon Trail 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.

## COMPARTMENT 22 RPP (032-08-01)

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	<del></del>	
RED PINE	618.00 MBF	\$ 141.00/MBF
PULPWOOD		
RED PINE	3253.00 CORDS	\$ 34.70/CORD

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

SPECIES	ESTIMATED '	VOLUME*	AP:	PRAISED PRICE
SAWLOGS				
RED OAK	2.00	MBF	\$	185.00/MBF
WHITE PINE	6.00	MBF	\$	94.00/MBF
MIX ASPEN	2.00	MBF	\$	78.00/MBF
MIX HARDWD	24.00	MBF	\$	86.00/MBF
PULPWOOD				
RED OAK	7.00	CORDS	\$	8.45/CORD
WHITE PINE	65.00	CORDS	\$	9.75/CORD
MIX ASPEN	385.00	CORDS	\$	16.60/CORD
MIX SOFTWD	9.00	CORDS	\$	11.30/CORD
MIX HARDWD	475.00	CORDS	\$	11.30/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 6.88 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.
- 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				20%		
3				20%		
4				05%		
5				10%		
6				20%		
7				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**

101312 | 018 | 01 SALE NO.

STATE FOREST AND FOREST AREA	COTOT O	0436		ISED BY	DATE	
MACKINAW STATE	10/251 · G	1.K.W.O.2.	SUSE SUSE	iest léwhai seh	vices	7 2008
T 29N R 4W Sec	tion(s) 30	ALL BALL	Sub. E1/2SE		Scale: 1 j	···
	COVER TYPE		N. Boo or March	1 - Non Stocked	DENSIT	7 - Saw Timber Poor
A · Aspen         H · Hemloi           B · Paper Birch         J · Jack Pi           C · Cedar         E · Lowlan           E · Swamp Hdwds         M · Mpl, B	ne Q-M d Brush R-R	owland Poplar Ax Swamp Cnpr lad Pine lack Spruce	V - Bog or Marsh W - White Pine X - Non Stocked Z - Water	2 - Seedling Sap 3 - Seedling Sap 4 - Pole Timber 9	ling Poor ling Well Poor	8 - Saw Timber Medium 9 - Saw Timber Well
F - Spruce Fir N - Marsh G - Grass O - Oak		amarack Ipland Brush		5 - Pale Timber I 6 - Pale Timber I		
			· · · · · · · · · · · · · · · · · · ·			
	: : (	OMPARTI	NEUT 22-	449		
•		OTSE	60 00.			
•	· · · · · · · · · · · · · · · · · · ·	<u>.</u> . <u>.</u>	,		·	· .
	:	<i>,</i> 1	sy Acres	<b>5</b>		H750U
•	:	PAC	EIOFZ			
*** SALE BOOLDARY	<b>?</b>		19		ITIUU	=20 ACRES
(QED)	Rb		0001	ATE	- - -	· · · ·
•	( ~ L	A III.	6 TRIVI	HIE	:	
OGO PRIVATE BONDARI		Nac III	CHENNEL U	: 	ITIUU	=28 ACRES
(BLUE)	Ro )		UNITI	red		
•	P5	当下歌	Rb &			
BBB PANNEWT OWT LIN			A CONTRACTOR OF THE PARTY OF TH		TH TIGG	= 27 ACPES
(YELLOW)	Ro N	A5 II	===6		:	
: :			A4 )			
A RETENTION AREI	14	3			יאי דול זכו	= 5 ACRES
(239)	, <b>/</b> ∕// (e	R3 811		: :		
pecification 2.1.13)			PRIVI	ATE		
PIPELINE		Salvania de la companya de la compan	20		[[ 	· · · · · · · · · · · · · · · · · · ·
FIFEING	1 1	(m) (s)	G OL	<b>בדוטוט</b>	TEAL TEAL	
•	10 /2P)		1 11 11	au Ru	Sil	
: (\_\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	-		(m3 ) / 34	<b>√e</b> nananan	3/1	· · · · · · · · · · · · · · · · · · ·
POWERLINE		XV \ "	The state of the s	7140	11	
	36	W ws	1 0 / 3	Rr. Rr	// 	
· · · · · · · · · · · · · · · · · · ·			WS III ( §			•
			1 1" [4]	Texas Texas	'	A 4030-1

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

SALE YEAR SALE TYPE

STATE FOREST AND FOR	STATE	FOREST -	GRMJS	MAPPED BY	orea becorre	Statices DATE	9/116/2009	&
T 290 R 4		32		sub. E1/2 h			inch = /4	mile
A - Aspen B - Paper Birch C - Cedar E - Swemp Howds F - Spruce Fir G - Grass	H - Hemlock J - Jack Pine E - Lowland Brush M - Mpl, Bch, Brch N - Marsh O - Oak	Q · Mx Fl · Red S · Blad T · Tam	sk Spruce	V - Bog or Marsh W - White Pine X - Non Stocked - Z - Water	1 · Non Stock 2 · Seedling 3 · Seedling 4 · Pote Timb 5 · Pale Timb 6 · Pote Timb	ked Sapling Poor Sapling Well er Poor er Medium	7 - Saw Timber Po 6 - Saw Timber Me 9 - Saw Timber We	muibe
		Com	MTSA9,	EUT 22	949 - <u>2</u>			
		•	OTSE	G0 (C	>,	•		
• • • • • • • • • • • • • • • • • • • •			74/	54 ACR	ÉS	•	<b>^</b>	
· · · · · · · · · · · · · · · · · · ·	:		100	GE 20 7		· · ·	10.RTH	
			K G	}				
	AUSTER AVER		WIND THE PROPERTY OF THE PROPE	A3		V TIOU	ACP ما ا = آ	£S.
	. 41	PRWATE	RL X	32	PRIVATE	<b>V</b> TICO	L-38A0	res
		1	12 TI UU S 12 D D D D 12 TI UU S	A3 / MA		ITICO	II:25 ACI	2ES
		: 11	RL X					•
			=======					
				opposed (	· -			
		<del></del>	PIPELIN	DDIT LINE JF	(YEUOU)	•		•
· · · · · · · · · · · · · · · · · · ·			( ) <b>( ) ( )</b>			:		:

#### Sale Specific Conditions & Requirements

Sale Name: Compartment 22 Rpp Sale Number: 52-032-08-01

#### 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 or 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, VI and VII, 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

#### 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: Compartment 22 Rpp Sale Number: 52-032-08-01

## 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 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.

#### 4.4 - Access

#### 4.4.2 - Alternate route on private property (2/04)

It is the purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

### 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 22 Rpp Sale Number: 52-032-08-01

## 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 - Hazard Trees/Snags

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

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

#### 5.2.15 - 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.

## 5.4 - 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.

#### 5.8 - Protection of Endangered Species

## Sale Name: Compartment 22 Rpp Sale Number: 52-032-08-01

## 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. 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.

## 7 - Other Conditions

#### 7.2 - Extensions

## 7.2.2 - No extensions (2/04)

There will be no extensions granted on this contract.

## BIG CHILL 2 RED PINE (037-08-01)

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	31.00 MBF	\$ 139.00/MBF
PULPWOOD		
RED PINE	1026.00 CORDS	\$ 38.45/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	6.00 CORDS	\$ 21.20/CORD	

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 16.01 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:

- A bond in the amount of \$2,200.00 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				20%		
	2				20%		
	3				20%		
	4				10%		
	5				15%		
	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 December 31, 2010.



## Michigan Department of Natural Resources - Forest Management Division TIMBER SALE MAP

Sale No. 52-037

Year Sale Type 80

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

State Forest and Forest Management Unit: Mapped By: Barta Cruised By: Lentz, Barta,

September 25, 2008

Township 29N

A = Aspen

C = Cedar

B = Paper Birch

Range 5W

H = Hemlock

J = Jack Pine

L = Lowland Brush

Mackinac State Forest, Gaylord South Section & Subdivision:

NENE, NWNE, SWNE, SENE, NENW & SENW of Section 12

7∕4 MILE Scale: 1 inch =

Cover Type

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 = Pale Timber Poor

Density 7 = Saw Timber Poor

B = Saw Timber Medium 9 = Saw Timber Well

E = Swamp Hdwoods M = Mpl, Bch, Brch 5 = Pole Timber Medium F = Spruce Fir N = Marsh T = Tamarack 6 = Pole Timber Well G = Grass O = Oak U = Upland Brush COMPARTMENT 60 STANDS 68 & 78 107 ACRES, 2008 YOE Lakes of the North Duck Lake Ž QZ: ٠١٠زهن LEGEND  $\infty$ Mister Payment Unit = PU2 Red line = ď Yellow line= 8 Forest Trail = ance long County Road = Mang Private Land = PVT Gas Well = \*

#### Sale Specific Conditions & Requirements

Sale Name: Big Chill 2 Red Pine Sale Number: 52-037-08-01

#### 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 red and yellow paint. Exterior sale boundary lines are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut painted boundary line trees unless also marked with orange 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

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

Within Payment Unit(s) 1 through 6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 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.

#### 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 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

Sale Name: Big Chill 2 Red Pine Sale Number: 52-037-08-01

## 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.

#### 4.1.4 - Timber removed for construction (2/04)

Trees cut or damaged in the process of a pre-approved road, landing or skid trail construction will be decked in an area separate from wood removed from the timber sale until such time as it is scaled and paid for.

#### 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.

## 4.2 - 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

#### Sale Name: Big Chill 2 Red Pine Sale Number: 52-037-08-01

## 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.

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - Slash Removal

#### 5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of all 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 pites 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 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (2/04)

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

#### 5.2.15 - 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.

#### 5.3 - Stream Protection

#### Sale Name: Big Chill 2 Red Pine Sale Number: 52-037-08-01

5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 100 feet of Duck Lake.

#### 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 Endangered Species

## 5.8.4 - Red shoulder hawk (2) (2/04)

In the event a new red shoulder hawk nest is found after the purchase of the sale, there will be no cutting within a five (5) chain (330') radius of the nest. The value of the trees in this excluded area will be refunded or credited to the purchaser. There may also be a limitation on the harvest period in part of the sale or in the entire sale.

## 6 - Safety and Fire Prevention

#### 6.2 - Signing

## 6,2.1 - Road posting (9/08)

The purchaser is responsible for posting and maintaining caution signs on Clairmont Drive/Manistee River Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs for use on State-owned land.

Section Name: Sale Specific Page 4 of 4 Current as of 9/30/2008 8:55:53AM

#### COMPARTMENT 63 RPP (038-08-01)

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 PRI	CE
SAWLOGS			
RED PINE	282.00 MBF	\$ 132.00/MBF	J
PULPWOOD			
RED PINE	863.00 CORDS	\$ 32.40/COR	D
JACK PINE	1461.00 CORDS	\$ 12.15/COR	D

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE				
PULPWOOD						
Q. ASPEN	61.00 CORDS	\$ 13.25/CORD				
WHITE PINE	4.00 CORDS	\$ 9.75/CORD				
BLK CHERRY	46.00 CORDS	\$ 9.95/CORD				

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.72 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 \$5,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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				20%		
	2				20%		
	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

MACKINAW	_	rest-G.P.	M. U.S.	GRECO For	vised by ZEST RESOURCE:	DAT S <b>ÉRVICES</b>	9 25 200	8
T 29N R	5ω Section(s	34 COVER TYPE		SESE SUB <b>NEWE, S</b> I	WW, SUSW	Sçai DEN	e: 1 inch = 1/4 SITY	mile
A - Aspen B - Paper Birch C - Cedar E - Swamp Hdwds F - Spruce Fir G - Grass	H - Hemlock J - Jack Pine L - Lowland Bru M - Mpl, Bch, B N - Marsh O - Oak	P-Low Q-Mx Ish R-Red rch S-Blac T-Tam	k Spruce	V - Bog or Marsh W - White Pine X - Non Stocked Z - Water	1 - Non Stock 2 - Seedling S 3 - Seedling S 4 - Pole Timbe 5 - Pole Timbe 6 - Pole Timbe	apling Poor apling Well r Poor r Medium	7 - Saw Timber R 8 - Saw Timber R 9 - Saw Timber V	Medium
· · · · · · · · · · · · · · · · · · ·		0	MPARTI	MEUT 6	3- <i>PPP</i>		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
	: : :	:		IM CO.			·····································	· · · · · · · · ·
	 :		$H_{1}^{\dagger}$	ACRES		•	. H7904	- - - -
· · · · · · · · · · · · · · · · · · ·		: :	2	17		: ]		
IS-ITIUU	ACLES	Rb	ا ل	50	1 R3			
ODITII-20	ACRES	"[G R3 "===		R3	17,000 100 100 100 100 100 100 100 100 100	* ****	ALE BOUN (RED)	DARY
عا - ١١١٦ ١١٥	ACRES	Well	23 54	G [6]	TANGE OF THE PARTY	<b>*</b>	MINEUT UNIT (YELLOW) TRACK   PIPE	<b>)</b>
<i>UD⊓™-</i> 14	ACLES			R3 "		<b>30</b> F	retention (RED)	N
ONTIT-22	ACRES	VI VII I	25 60 X	50 /13				
DUTITY 18	8 ACPES	R5	~~~( ) We /	1/2 W4	M4 / 1/5			

#### Sale Specific Conditions & Requirements

Sale Name: Compartment 63 Rpp Sale Number: 52-038-08-01

#### 1 - Sale Area

## 1.2 - Boundaries

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

The safe boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior safe boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut red painted safe 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)

Payment Units I, II, III and IV 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 Payment Units I, II, III and IV 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.

## Sale Name: Compartment 63 Rpp Sale Number: 52-038-08-01

## 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 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.

## 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: Compartment 63 Rpp Sale Number: 52-038-08-01

## 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

5.2.1.9 - 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 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

## 5.2.15 - 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.

#### 5.4 - 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 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.

## Sale Name: Compartment 63 Rpp Sale Number: 52-038-08-01

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.

## 7 - Other Conditions

#### 7.2 - Extensions

7.2.2 - No extensions (2/04)

There will be no extensions granted on this contract.

## KENYON TRAIL RED PINE (027-08-01) T29N, R03W, SEC. 21, S1/2SE. OTSEGO COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 18, 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		ESTIMATE	ED VOLUME*	=	VALUE
RED PINE PULPWOOD	\$	135.00/MBF	\$	_ <b>X</b>	88.00	MBF	=	\$
RED PINE	\$	29.15/CORD	\$	_x	142.00	CORDS	=	\$
					TOTAL B	ID VALUE \$_		
*These volumes are statisestimated volumes are fit to examine this timber a	inal	. and not subjec	t to adjust:	ment.	Prospe	ective bidd	ler	s are urged
I understand that any or will be the basis to dete must be bid or the bid for awarding a contract will contract based upon equip	ermi orm be	ine total bid va may be rejected based upon my p	alue. All b d. I also un past perform	ids m derst ance	nust be a and that and abil	signed and t considera	al ti	ll bid items ion and
(bidder's prin	ted	name)	(bidder'	s siç	nature)			
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**

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:	

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

days of the contract award and prior to the issuance of the timber sale contract.  All Information must be typed or printed except for written signatures.  Please Check Appropriate Categories:  My business is organized as (you must check one of the boxes below):  A. Sole Proprietorship (individual)  B. Partnership  C. Corporation  You must check one of the boxes below:  A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.  B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C. C. Certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 2 days of the contract award.	•	This verification must be completed and submitted within sale contract.	21 days of co	ntract award and prior to the issuance of the timber				
Please Check Appropriate Categories:  1. My business is organized as (you must check one of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership C.   Corporation  2. You must check one of the boxes below:  A.   I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.  B.   I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approve Notice of Exclusion (BWC-337, Rev. 596). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C.   I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 2 days of the contract award.  If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than yoursel including family members and active partners (if none, you must enter "0").  Full Time Employees  Part Time Employees  Part Time Employees  Telephone No.  ( )  State  Zip + 4  hereby certify that the above Information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative	•	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.						
My business is organized as (you must check one of the boxes below):  A. Sole Proprietorship (individual)  B. Partnership C. Corporation  2. You must check one of the boxes below:  A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.  B. Certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approve 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. Cortify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 2 days of the contract award.  B. If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than yoursei including family members and active partners (if none, you must enter '0').  Full Time Employees  Part Time Employees  Part Time Employees  Part Time Employees  Telephone No.  ( )  State  Zip + 4  hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my overage during any of my present and future operations.  Signature of Owner or Authorized Representative	•	All Information must be typed or printed except for written	ı signatures.					
A. Sole Proprietorship (individual) B. Partnership C. Corporation  2. You must check one of the boxes below: A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. Corporation Co	Ple.	ase Check Appropriate Categories:						
A.	1.	A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership	s below):					
Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contrac award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C.	2.	A.  I certify that my business is a sole proprietorship and Worker's Compensation Laws.	,					
days of the contract award.  3. If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than yoursel including family members and active partners (if none, you must enter "0").		Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract						
including family members and active partners (if none, you must enter "0"). Full Time Employees Part Time Employees  Name of Business  Federal ID (or) Social Security No.  Telephone No. (			tion Policy. I w	rill provide an original Certificate of Insurance within 21				
Name of Business    Federal ID (or) Social Security No.	3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full and part time employees other than yourself including family members and active partners (if none, you must enter "0").						
Telephone No. ( )  State		Full Time Employees		Part Time Employees				
City  State  Zip + 4  hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative	Nan	ne of Business	Federal ID (c	r) Social Security No.				
hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative	۱dd	ress	Telephone N	0.				
Signature of Owner or Authorized Representative	City	State		Zip + 4				
Title Date	ov.	erage during any of my present and future operations.	ree to notify the	DNR of any changes that occur in factors affecting my				
	-	itle		Date				

TOTAL BID VALUE \$\_\_\_\_

COMPARTMENT 22 RPP (032-08-01)
T29N, R04W, SEC. 19, SWSE.
T29N, R04W, SEC. 30, E1/2SE.
T29N, R04W, SEC. 32, E1/2W1/2.
OTSEGO COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 18, 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	AP	PRAISED PRICE	BID PRICE	ESTIMATED VOLUME*	=	VALUE
RED PINE	\$	141.00/MBF	\$x	618.00 MBF	=	\$
PULPWOOD RED PINE	\$	34.70/CORD	\$x	3253.00 CORDS	=	\$
				SUBTOTAL 1 \$		

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

SPECIES SAWLOGS	APPR	AISED PRICE	ESTIMATED	VOLUME*			VALUE
RED OAK	Ś	185.00/MBF	2.00	MRP	_	\$	370.00
WHITE PINE	\$	94.00/MBF	6.00		_	•	564.00
MIX ASPEN	\$	78.00/MBF	2.00		_	•	156.00
MIX HARDWD	\$	86.00/MBF	24.00	MBF	=		2,064.00
PULPWOOD						-	-
RED OAK	\$	8.45/CORD	7.00	CORDS	=	\$	59.15
WHITE PINE	\$	9.75/CORD	65.00	CORDS	=	\$	633.75
MIX ASPEN	\$	16.60/CORD	385.00	CORDS	=	\$	6,391.00
MIX SOFTWD	\$	11.30/CORD	9.00	CORDS	=	\$	101.70
MIX HARDWD	\$	11.30/CORD	475.00	CORDS		\$	5,367.50
			ទ	JBTOTAL 2		\$	15,707.10

SUBTOTAL 1 + SUBTOTAL 2 =

\*These volumes are statistically estimated within plus (+) or minus (-) 6.88%. 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**

ired by Act 317, P.A. 1969 (Worker's Compensation) and Part 525.

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

	of Act 451 of 1994, as amended.	an 525	Porest Area:					
	VERIFICATION OF WORKER'S DISABIL	ITY COMPENS	NSATION 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 Ex days of the contract award and prior to the issuance of the ti			d within 21				
•	All Information must be typed or printed except for written signatures.							
Ple	ase Check Appropriate Categories:							
1.	My business is organized as (you must check one of the boxes to	below):						
	A. Sole Proprietorship (individual)							
	B. Partnership							
	C. Corporation							
2.	You must check one of the boxes below:							
	A.   1 certify that my business is a sole proprietorship and it Worker's Compensation Laws.	has no employ	loyees but the sole proprietor. I am not so	ubject to the				
	B.  I certify that my business has satisfied its obligation to Notice of Exclusion (BWC-337, Rev. 5/96). I will provid award. (For questions or a copy of the BWC-337, please	ie a copy of the	the Notice of Exclusion within 21 days of	the contract				
	C.   I certify that my business has a Worker's Compensation days of the contract award.	n Policy. I will <sub>l</sub>	ill provide an original Certificate of Insuran	ce 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		ooth full and part time employees other the	nan yourself				
	Full Time Employees		Part Time Employe	es				
Nan	ne of Business	Federal ID (or) S	r) Social Security No.					
Add	ress	Telephone No.	 D.					
		( )						
City	State		Zip + 4					
cov	ereby certify that the above information is true and correct. I agree erage during any of my present and future operations.  Signature of Owner or Authorized Representative	to notify the Di	DNR of any changes that occur in factors a	affecting my				
_								
٦	Title Title	Dat	Date					

## BIG CHILL 2 RED PINE (037-08-01) T29N, R05W, SEC. 12, NENE,NWNE,SWNE,SENE,NENW,SENW. ANTRIM COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 18, 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 VOLU	ME* = VALUE
SAWLOGS RED PINE	\$ 139.00/MBF	s x	31.00 MBF	= <b>\$</b>
PULPWOOD	Ψ 222777,122	,		•
RED PINE	\$ 38.45/CORD	\$X	1026.00 CORDS	= \$
			SUBTOTAL 1	\$
In addition, the succe appraised price:	essful bidder agree	s to purchase the	following speci	ies at the
SPECIES	APPRAISED PRICE	ESTIMATED	VOLUME*	ALUE
PULPWOOD MIX ASPEN	\$ 21.20/CORD	6.00	CORDS = \$	127.20
		st	JBTOTAL 2 \$	127.20
	SUBTOTAL 1 +	SUBTOTAL 2 = T	POTAL BID VALUE	\$
*These volumes are sta estimated volumes are to examine this timbe	final and not sub	ject to adjustment	. Prospective	bidders are urged
I understand that any will be the basis to during the bid or the bid awarding a contract will contract based upon equals.	determine total bid I form may be reject ill be based upon m	value, All bids ted. I also unders y past performance	must be signed stand that consi a and ability to	and all bid items ideration and
(bidder's pr	rinted name)	(bidder's s	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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 526 of Act 451 of 1994, as amended.

coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

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

	VERIFICATION OF WORKER'S DISABILITY COMPEN	SATION 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	Please Check Appropriate Categories:				
1.	<ol> <li>My business is organized as (you must check <u>one</u> of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>Corporation</li> </ol>				
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>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).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>				
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than yourself including family members and active partners (if none, you must enter "0").</li> </ol>				
	Full Time Employees	Part Time Employees			
Nar	Name of Business Federal ID (or)	Federal ID (or) Social Security No.			
Add	Address Telephone No. ( )				
City	City State	Zip + 4			
— ⊢he	hereby certify that the above information is true and correct. I agree to notify the D	DNR of any changes that occur in factors affecting my			

Date

# COMPARTMENT 63 RPP (038-08-01) T29N, R05W, SEC. 27, SESE. T29N, R05W, SEC. 34, NENE, SWNW, SWSW. ANTRIM COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 18, 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 V	OLUME* = VALUE
SAWLOGS		· · ·			
RED PINE	\$	132.00/MBF	\$x	282.00 MBF	= \$ <u> </u>
PULPWOOD					
RED PINE	\$	32.40/CORD	\$x	863.00 COR	DS ≖ \$
JACK PINE	\$	12.15/CORD	\$x	1461.00 COR	DS = \$
				SUBTOTAL 1	\$
In addition, the appraised price:	successful	bidder agrees	to purchase the	following spe	scies at the
SPECIES PULPWOOD	APPR	AISED PRICE	ESTIMATED	VOLUME*	VALUE
Q. ASPEN	\$	13.25/CORD	61.00	CORDS =	\$ 808.25
WHITE PINE	_	9.75/CORD			\$ 39.00
BLK CHERRY		9.95/CORD			\$ 457.70
				•	\$ 1,304.95
*These volumes an estimated volume to examine this	re statistic s are final	cally estimate Land not subje	ect to adjustment	) or minus (-	) 10.72%. These we bidders are urged
	s to determ ne bid form act will be	ine total bid may be reject based upon my	value. All bids ed. I also under past performanc	must be signostand that cone e and ability	
(bidde	r's printed	name)	(bidder's s	ignature)	
Address/Telent	one				

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:		

				I	]
	As required by Act 317, P.A. 1969 (Worke of Act 451 of 1994, a		ırt 525	Forest Area:	•
	VERIFICATION OF	WORKER'S DISABIL	TY COMPENS	SATION ACT COMPLIA	NCE
•	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 si	gnatures.		
Ple	ase Check Appropriate Categories:				
1.	My business is organized as (you must o	heck <u>one</u> of the boxes t	elow):		
	A. Sole Proprietorship (individual)				
	B. Partnership				
	C. Corporation				
2.	You must check one of the boxes below:				
A. \( \subseteq \) I certify that my business is a sole proprietorship and it has no Worker's Compensation Laws.			has no employ	yees but the sole propr	ietor. 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 guestions 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 days of the contract award.	Worker's Compensation	Policy. I will	provide an original Cer	tificate of Insurance within 21
3.	If you have checked item 2(A) or 2(B), including family members and active part			th full and part time e	mployees other than yourself
	Full Time	e Employees		P	art Time Employees
Var	ne of Business	·	Federal ID (or)	Social Security No.	
Ado	tress	<del></del>	Telephone No.		
			( )		
City	,	State		Zip + 4	
cov	ereby certify that the above information is to rerage during any of my present and future Signature of Owner or Authorized Represe	operations.	to notify the D	NR of any changes tha	t occur in factors affecting my
-	Titla				