

## 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:

HABITAT HARDWOOD / T37N, R04W, SEC. 29, SWSW. EMMET COUNTY (Appr. \$4,346.50)

PELLSTON PINE / T37N, R04W, SEC. 27, N1/2SE, SWNE. EMMET COUNTY (Appr. \$2,526.15)

TRIANGLE MIX / T39N, R04W, SEC. 35, E1/2SE.
T39N, R04W, SEC. 36, W1/2SW.
EMMET COUNTY (Appr. \$4,792.40)

SALE DATE AND TIME: 3:00 p.m. on May 12, 2009.

INDIAN RIVER

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

- 1. <u>Bid Location</u>, <u>Date</u>, <u>and Time</u>: Bids must be received by the Unit Manager, Gaylord Management Unit, Indian River Field Office, 6984 Wilson Road, Indian River, 49749, no later than 3:00 p.m. on May 12, 2009. For further information concerning this sale, contact the Unit Manager at 231-238-9314.
- 2. <u>Bidder's Qualifications:</u> Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are <u>not permitted</u> 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. <u>Submission of Sealed Bids</u>: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an <u>envelope clearly identified</u> as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
- 7. <u>Down Payment:</u> The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. <u>Performance Security:</u> As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
- 9. <u>Timber Sale Contract</u>: 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

#### HABITAT HARDWOOD (102-09-01)

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*	APPR	AISED PRICE
SAWLOGS			
RED MAPLE	8.00 MBF	\$	86.00/MBF
BLK CHERRY	7.00 MBF	\$ 1	28.00/MBF
PULPWOOD			
MIX HARDWD	225.00 CORDS	\$	10.70/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
SUG. MAPLE	1.00 MBF	\$ 355.00/MBF

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 26.25 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 \$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.
- 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 September 30, 2011.

A = Aspen

C = Cedar

B = Paper Birch

D = Treed Bog

E = Swamp Hdwoods

### Michigan Department of Natural Resources - Forest, Mineral & Fire Management

TIMBER SALE MAP

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

Sale Number Year

52-102-09-01

2009

Forest Management Unit County Mapped By D.STACKS Date 126 2008 GAYLORD - NORTH Cruised By EMMET

Township Range 37N 04.W Section(s) and Subdivision(s) SWSW

**Cover Type** 

O = Oak

G = Grass P = Lowland Poplar H = Hemlock J = Jack Pine

L = Lowland Brush

M = Mpl, Bch, Brch

Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce

U = Upland Brush V = Bog or Marsh W = White Pine

X = Non Stocked Z = Water

**Density** 

0 = Non Stocked 1 = Seedling Sapling Poor

2 = Seedling Sapling Medium

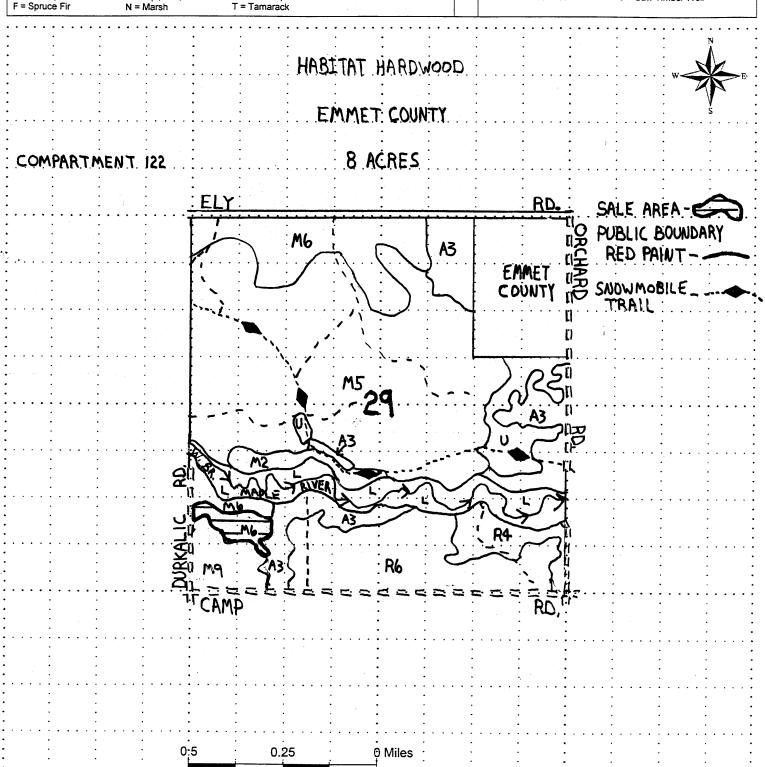
3 = Seedling Sapling Well

4 = Pole Timber Poor

5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor

8 = Saw Timber Medium

9 = Saw Timber Well



#### Sale Specific Conditions & Requirements

Sale Name: Habitat Hardwood Sale Number: 52-102-09-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by RED paint. Exterior sale boundary lines adjacent to state property are marked with red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 (there is only one payment unit), 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: DO NOT CUT HEMLOCK, YELLOW BIRCH or JUNEBERRY.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 1 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

#### 4 - Transportation

#### 4.1 - Construction

#### 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.

Sale Name: Habitat Hardwood Sale Number: 52-102-09-01

#### 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.

#### 5.2 - 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.

#### 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.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.9 - Beech hauling restriction (9/08)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech bark disease to or through uninfested beech areas from July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR Forest Health Website, www.michigan.gov/dnr.)

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.1 - Dead and down creation, marked trees (2/05)

All trees marked with a band of GREEN paint must be left until all merchantable timber has been cut and taken to the landing. At which time, they are to be cut, felled, and left on the ground. If more than one tree is marked next to another, fall them so their tops or trunks overlap. This will facilitate snowshoe hare habitat.

#### 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.

#### 5.4 - Soil Protection

#### Sale Name: Habitat Hardwood Sale Number: 52-102-09-01

#### 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 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.

#### PELLSTON PINE (103-08-01)

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*	APP	RAISED PRICE
SAWLOGS			
RED PINE	3.00 MBF	\$	89.00/MBF
PULPWOOD			
RED PINE	19.00 CORDS	\$	21.45/CORD
JACK PINE	154.00 CORDS	\$	10.05/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
B.T. ASPEN	14.00 CORDS	\$ 13.45/CORD
WHITE PINE	34.00 CORDS	\$ 3.40/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 24.91 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 \$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.

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- 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 June 30, 2011.

#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management TIMBER SALE MAP

This information is provided by authority of Part 525 of Act 451, PA 1994, as amended

SALE NUMBER YEAR 52 - 103 08

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Gaylord Manag	ement Unit	Emmet	CRUISED BY	Harig	11/8/2007	1	1
TOWNSHIP	RANGE	SECTION(S) AND SUBDIVISION	(S)			i	

04W **SCALE** 1:15.840 37N 27: N1/2SE, SWNE

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Cover	100	
	11/1	

A = Aspen H = Hemlock B = Paper Birch J = Jack Pine

C = Cedar L = Lowland Brush E = Swamp Hdwoods M = Mpl. Bch, Brch

F = Spruce Fir N = MarshG = Grass O = Oak

P = Lowland Poplar Q = Mixed Swamp Cnfr

R = Red Pine S = Black Spruce T = Tamarack

U = Upland Brush

V = Bog or Marsh W = White Pine

X = Non Stocked Z = Water

#### Density 5 = Pole Timber Medium

0 = Non Stocked 1 = Seedling Sapling Poor

2 = Seedling Sapling Medium 7 = Saw Timber Poor 3 = Seedling Sapling Well 4 = Pole Timber Poor

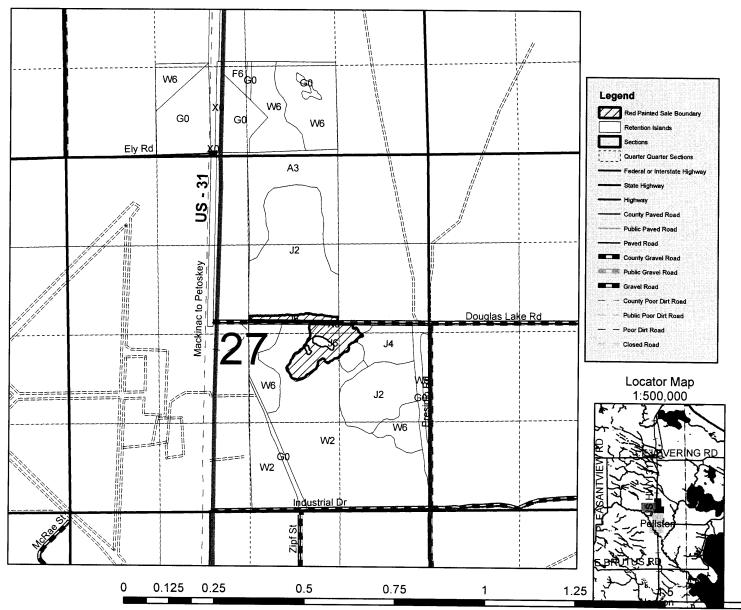
6 = Pole Timber Well 8 = Saw Timber Medium

9 = Saw Timber Well

### **Pellston Pine**

### **Emmet County Compartment 131** 13 Acres





#### Sale Specific Conditions & Requirements

Sale Name: Pellston Pine Sale Number: 52-103-08-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 1 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

#### 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 100 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 5 - Operations

#### 5.1 - Notification

#### Sale Name: Pellston Pine Sale Number: 52-103-08-01

#### 5.1.1 - Pre-sale conference (6/04)

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 3 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 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 or tree tops may exceed 24 inches in height.

#### 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.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (8/07)

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

#### 5.8.5 - 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.

Section Name: Sale Specific Page 2 of 2 Current as of 2/13/2008 9:48:35AM

#### TRIANGLE MIX (131-08-01)

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*	A	APPRAISED PRICE
PULPW	OOD		_	
Q.	ASPEN	166.00 CORDS	Ş	14.05/CORD
В.	POPLAR	114.00 CORDS	ş	14.15/CORD
В.	SPRUCE	37.00 CORDS	\$	12.80/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
RED MAPLE	20.00 CORDS	\$ 11.15/CORD
BLACK ASH	16.00 CORDS	\$ 9.40/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 22.31 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 \$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.

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- 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.



#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management

TIMBER SALE MAP

This information is provided by authority of Part 525 of Act 451, PA 1994, as amended. FOREST MANAGEMENT LINIT COUNTY MAPPED BY Hario

SALE NUMBER YEAR 80 52 - 131 DATE DAGE

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Gaylord Ma	nagement Unit	Emmet	CRUISED BY Scheele	9/29/2008	1	1	
TOWNSHIP	RANGE	SECTION(S) AND SUBDIV	TSION(S)				
39N	04W	35: SESE 36: W1/	2SW	SCALE	1:15,84	10	

TOWNSHIP	RANGE	SECTION(S) AN	VD SUBDIVISION(S)
39N	04W	35: SESE	36: W1/2SW

N = Marsh

O = Oak

E = Swamp Hdwoods M = Mpl, Bch, Brch

#### **Density**

Cover Type				
A = Aspen	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	
B = Paper Birch	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	
C = Cedar	L = Lowland Brush	R = Red Pine	X = Non Stocked	

S = Black Spruce

U = Upland Brush

T = Tamarack

0 = Non Stocked 1 = Seedling Sapling Poor

2 = Seedling Sapling Medium 3 = Seedling Sapling Well

5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor 6 = Saw Timber Medium

4 = Pole Timber Poor 9 = Saw Timber Well

PU# ACRES

21

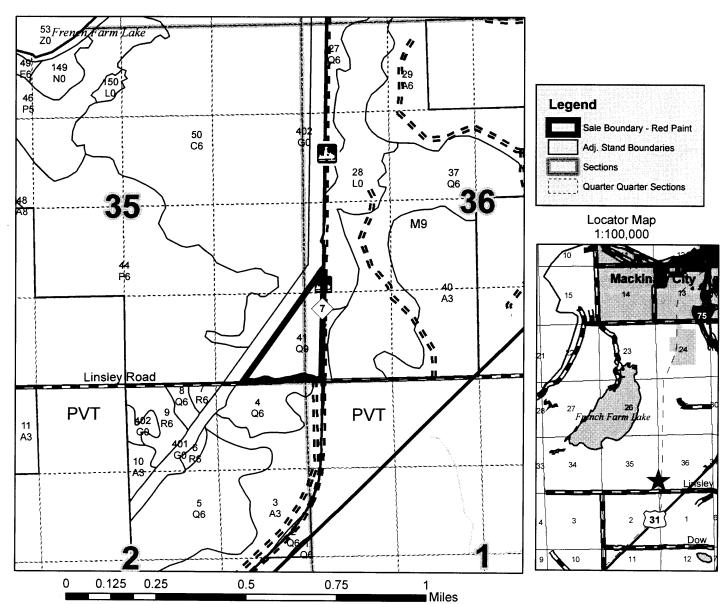
F = Spruce Fir

G = Grass

### **Triangle Mix Emmet County Compartment 135** 21 Acres

Z = Water





#### Sale Specific Conditions & Requirements

Sale Name: Triangle Mix Sale Number: 52-131-08-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 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 CEDAR.

#### 4 - Transportation

#### 4.1 - Construction

#### 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 3 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 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: Triangle Mix Sale Number: 52-131-08-01

#### 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.

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (12/04)

It is recommended, but not required, that within Payment Unit(s) 1, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. This restriction is because of wet soils.

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

The snowmobile trail is shown on the Timber Sale Map. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. 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. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 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

#### 5.8.5 - 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

#### 6.2.2 - Snowmobile trail posting (9/08)

The Purchaser will be responsible for placing and maintaining warning signs on the snowmobile trail during the snowmobile season (approximately December 1 to March 31). The required location will be approximately 200 feet from the sale boundary. The Purchaser will provide these signs for use on State-owned land.

Section Name: Sale Specific Page 2 of 2 Current as of 9/25/2008 1:53:44PM

### GAYLORD MANAGEMENT UNIT INDIAN RIVER OFFICE

## HABITAT HARDWOOD (102-09-01) T37N, R04W, SEC. 29, SWSW. EMMET COUNTY

In response to the notice of sale to be held 3:00 p.m. on May 12, 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 PRIC	E BID PRICE	ESTIMATED VOLUM	AE* = VATIE
SAWLOGS			DOTTINITED VOLO	TE - VALUE
RED MAPLE	\$ 86.00/MBF	\$ x	8.00 MBF	= \$
BLK CHERRY	\$ 128.00/MBF	\$ x	7.00 MBF	= \$
PULPWOOD				7
MIX HARDWD	\$ 10.70/CORD	\$x	225.00 CORDS	= \$
			SUBTOTAL 1	3
In addition, the succe appraised price:	ssful bidder agre	es to purchase the	following specie	es at the
SPECIES SAWLOGS	APPRAISED PRICE	ESTIMATED	VOLUME * VF	ALUE
SUG. MAPLE	\$ 355.00/MBF	1.00	MBF = \$	355.00
		su	BTOTAL 2 \$	355.00
	SUBTOTAL 1 +	SUBTOTAL 2 = T	OTAL BID VALUE \$	3
*These volumes are starestimated volumes are to examine this timber	final and not sub	oject to adjustment	. Prospective b	idders are urged
I understand that any owill be the basis to do must be bid or the bid awarding a contract will contract based upon equ	etermine total bio form may be rejeo ll be based upon n	d value. All bids cted. I also unders my past performance	must be signed a tand that consider and ability to	nd all bid items eration and
(bidder's pri	inted name)	(bidder's si	gnature)	_
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:	Туре:	
Forest Area:		

	of Act 451 of 1994,	as amended.				
	VERIFICATION C	F WORKER'S DISABI	LITY COMPENS	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 print	ed except for written	signatures.			
Ple	ase Check Appropriate Categories:					
1.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>					
2.						
3.	including family members and active partners (if none, you must enter "0").					
		e Employees		Part Time Employees		
Nam	e of Business		Federal ID (or) S	ocial Security No.		
Addr	ess		Telephone No.			
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 overage during any of my present and future operations.  Signature of Owner or Authorized Representative					
Ti	tle		Date			

Address/Telephone

## GAYLORD MANAGEMENT UNIT INDIAN RIVER OFFICE

## PELLSTON PINE (103-08-01) T37N, R04W, SEC. 27, N1/2SE, SWNE. EMMET COUNTY

In response to the notice of sale to be held 3:00 p.m. on May 12, 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 i	orms may	, be rejected.						
SPECIES	API	PRAISED PRICE	BID	PRICE	ESTIMATE	ED VOLUM	E* = VALUE	
SAWLOGS				<del></del>				
RED PINE	\$	89.00/MBF	\$	x	3.00	MBF	= \$	
PULPWOOD							•	
RED PINE	\$	21.45/CORD	\$	x	19.00	CORDS	= \$	
JACK PINE	\$	10.05/CORD	\$	x	154.00	CORDS	= \$	
					SUBTOTAL	. 1 \$		
In addition, the sucappraised price:	cessful	bidder agrees	to purc	hase the f	following	, specie	s at the	
SPECIES	APPRA	ISED PRICE	E	STIMATED V	OLUME *	VA	LUE	
PULPWOOD								
B.T. ASPEN	\$	13.45/CORD		14.00 C		= \$	188.30	
WHITE PINE	\$	3.40/CORD		34.00 C	CORDS	= \$	115.60	
			· •	SUE	STOTAL 2	\$	303.90	
	su	BTOTAL 1 +	SUBTOTAL	2 = TO	TAL BID	VALUE \$		
*These volumes are s estimated volumes a to examine this tim	re final	and not subje	ect to ac	ljustment.	Prospe	ctive bi	dders are u	∍ ırged
I understand that an will be the basis to must be bid or the bawarding a contract contract based upon	determi: id form : will be !	ne total bid w may be rejecte based upon my	value. 1 ed. I als past per	All bids m so underst rformance	ust be s and that and abil	igned ar	nd all bid in a ration and	tems
(bidder's	printed	name)	(bio	der's sig	nature)		-	

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

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

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

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

	of Act 451 of 1994	, as amended.			
	VERIFICATION (	OF WORKER'S DISAE	BILITY COMPENS	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 pring	ted except for written	signatures.		
Ple	ease Check Appropriate Categories:				
1.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>				
2.				the use of an approved 21 days of the contract 517-322-1195).	
3.	including family members and active partners (if none, you must enter "0").				
		. ,			me Employees
Varr	e of Business		Federal ID (or) S	ocial Security No.	
Addı	ress		Telephone No.		
City		State		Zip + 4	
	reby certify that the above information is to erage during any of my present and future ignature of Owner or Authorized Represe	operations.	e to notify the DN	R of any changes that occur	r in factors affecting my
Ti	itle		Date		

## GAYLORD MANAGEMENT UNIT INDIAN RIVER OFFICE

TRIANGLE MIX (131-08-01)
T39N, R04W, SEC. 35, E1/2SE.
T39N, R04W, SEC. 36, W1/2SW.
EMMET COUNTY

In response to the notice of sale to be held 3:00 p.m. on May 12, 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 VOL	UME* = VALUE
PULPWOOD Q. ASPEN B. POPLAR B. SPRUCE	\$ 14.05/CORD \$ 14.15/CORD \$ 12.80/CORD	\$x \$x \$x		= \$
In addition, the suc	cessful bidder agrees	to purchase the	SUBTOTAL 1	\$
appraised price:	·	or parenage and	rollowing spec.	res at the
SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED	VOLUME*	VALUE
RED MAPLE BLACK ASH	\$ 11.15/CORD \$ 9.40/CORD		CORDS = \$ CORDS = \$	
		SU	BTOTAL 2 \$_	373.40
	SUBTOTAL 1 + S	SUBTOTAL 2 = T	OTAL BID VALUE	\$
estimated volumes ar	tatistically estimated re final and not subje per and to make their	ct to adjustment	. Prospective	bidders are urged
will be the basis to must be bid or the ba awarding a contract w	y or all bids may be me determine total bid wid form may be rejected will be based upon my bequipment and manpower	value. All bids ed. I also unders past performance	must be signed tand that consinuate and ability to	and all bid items deration and
(bidder's p	printed name)	(bidder's si	gnature)	
Address/Telephone				

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



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

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

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

	As required by Act 317, P.A. 1969 (Worker's Compensation) and P of Act 451 of 1994, as amended.	art 525	Forest Area:			
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE					
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Ple	ase Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> 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.	: has no employ	yees but the sole proprietor. I am not subject to the			
	<ul> <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.	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.				
		( )				
City	State		Zip + 4			
OV:	reby certify that the above information is true and correct. I agree erage during any of my present and future operations.  ignature of Owner or Authorized Representative	to notify the DN	NR of any changes that occur in factors affecting my			
T	itle	Date	e			