

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

RED HEADED MIX / T32N, R01E, SEC. 07, SESE.

T32N, R01E, SEC. 08, W1/2SW.

T32N, R01E, SEC. 18, NENE.

MONTMORENCY COUNTY (Appr. \$3,334.35)

SALE ACRES: 32

WEBBER RD. ASPEN / T34N, R01W, SEC. 19, S1/2NE, SESW, SWSE.

T34N, R01W, SEC. 30, NENW, NWNE.

CHEBOYGAN COUNTY (Appr. \$13,329.00)

SALE ACRES: 46

OLD STOVE HARDWOODS / T32N, R01W, SEC. 15, SESW.

OTSEGO COUNTY (Appr. \$4,530.80)

SALE ACRES: 12

SALE DATE AND TIME: 9:00 a.m. on February 17, 2010.

VANDERBILT

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

- 1. <u>Bid Location, Date, and Time:</u> Bids must be received by the Unit Manager, Pigeon River Country Management Unit, 9966 Twin Lakes Road, Vanderbilt, Michigan 49795, no later than 9:00 a.m. on February 17, 2010. For further information concerning this sale, contact the Unit Manager at 989-983-4101.
- 2. <u>Bidder's Qualifications</u>: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. <u>Preparation of Sealed Bids:</u> Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
- 4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. <u>Public Opening of Sealed Bids:</u> 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 www.michigan.gov/dnr. 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

RED HEADED MIX (010-09-01)

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*	API	PRAISED PRICE
PULPWOOD			
JACK PINE	86.00 CORDS	\$	9.40/CORD
MIX ASPEN	91.00 CORDS	\$	14.10/CORD

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

SPECIES	ESTIMATED '	VOLUME *	APPI	RAISED PRICE
SAWLOGS				
RED PINE	3.00	MBF	\$	96.00/MBF
PULPWOOD				
RED MAPLE	77.00	CORDS	\$	9.05/CORD
MIX SOFTWD	24.00	CORDS	\$	10.75/CORD

^{*}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 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	70%
2	30%

- 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, 2011.

DNR

Michigan Department of Natural Resources - Forest Management Division

TIMBER SALE MAP

 Sale
 Year
 Sale

 No.
 Type

 0010
 09
 01

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

State Forest and Forest Management Unit:
PIGEON RIVER COUNTRY MGT. UNIT

Township
Range
R1E

SECTION 7 SESE; SECTION 8 W1/2SW
SECTON 18 NENE

O010

O9 01

Date:
JULY 23, 2009

Scale: 1 inch = 1/4 MILE

A = Aspen B = Paper Birch C = Cedar E = Swamp Hdwoods F = Spruce Fir G = Grass	H = Hemlock J = Jack Pine L = Lowland Bru M = Mpl, Bch, B N = Marsh O = Oak	Q = Mixe sh	k Spruce arack	V = Bog or Marsh W = White Pine X = Non Stocked Z = Water		3 = Seedlin 4 = Pole Tii 5 = Pole Tii	g Sapling Poor g Sapling Well mber Poor mber Medium	7 = Saw Timber Poor 8 = Saw Timber Medium 9 = Saw Timber
		F				o - Pole III	mber Well	Well
		c	RED HEADED MIX 32 ACRES COMPARTMENT51 STANDS 70, 71, 73 & 76					
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7	ELAKE,		Q6	A Kes Re	77	8		
(3)-W		Q6	S Qu	95 nie				
	Section	m 18		A				
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Sale Specific Conditions & Requirements

Sale Name: Red Headed Mix Sale Number: 53-010-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint. The retention areas shown on the timber sale map are also marked with red paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except do not cut Oak in Payment Unit 1 and do not cut Oak and White pine in Payment Unit 2.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.6 - Road construction (1/09)

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

Sale Name: Red Headed Mix Sale Number: 53-010-09-01

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. 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 (12/08)

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 his/her 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.

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 1st to May 1st. This restriction is because of elk browsing.

5.4 - Soil Protection

Sale Name: Red Headed Mix Sale Number: 53-010-09-01

5.4.1 - Rutting restriction, general (1/09)

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

WEBBER RD. ASPEN (014-09-01)

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*	APPRAISED PRICE
PULPWOOD		
MIX ASPEN	645.00 CORDS	\$ 15.25/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRA	AISED PRICE
SAWLOGS			
WHITE PINE	7.00 MBF	\$ 3	37.00/MBF
RED PINE	5.00 MBF	\$ 10	00.00/MBF
MIX ASPEN	8.00 MBF	\$ 4	19.00/MBF
PULPWOOD			
N.W. CEDAR	51.00 CORDS	\$	7.55/CORD
WHITE PINE	37.00 CORDS	\$	9.30/CORD
RED PINE	16.00 CORDS	\$ 3	31.65/CORD
MIX SOFTWD	70.00 CORDS	\$ 1	.0.75/CORD
MIX HARDWD	54.00 CORDS	\$	6.55/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 17.73 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 \$700.00, 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 N	UMBER	PERCENT	OF	TOTAL	SALE	VALUE
1				50%		
2				30%		
3				20%		

- 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, 2012.

DNR

Michigan Department of Natural Resources - Forest Management Division

TIMBER SALE MAP

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

 Sale
 Year
 Sale

 No.
 Type

 014
 09
 01

State Forest and Forest Management Unit: Mapped by: Don Mittlestat PIGEON RIVER COUNTRY MGT. UNIT Cruised by: Forest resources Sept. 23, 2009 Township Range SECTION 19 S1/2NE; SESW; SWSE **T34N** R₁W SECTION 30 NENW; NWNE Scale: 1 inch = 1/4 MILE **Cover Type** Density A = Aspen B = Paper Birch H = Hemlock V = Bog or Marsh W = White Pine 1 = Non Stocked P = Lowland Poplar 7 = Saw Timber Q = Mixed Swamp Cnfr 2 = Seedling Sapling Poor J = Jack Pine Poor 3 = Seedling Sapling Well C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 8 = Saw Timber E = Swamp Hdwoods 4 = Pole Timber Poor M = Mpl, Bch, Brch S = Black Spruce Z = Water Medium F = Spruce Fir N = Marsh T = Tamarack 5 = Pole Timber Medium 9 = Saw Timber G = Grass O = Oak U = Upland Brush 6 = Pole Timber Well Well WEBBER RD. ASPEN **46 ACRES** PIGEON RIVER **COMPARTMENT 1** STANDS 1, 48 AND 49 17 A ಠ A 5 ල S 20 ROAL NO A 3 AREA **LEGEND** 30 SALE BOUNDARY: **RED PAINT ~** BLUE PAINT -0-SALE AREA **CUTTING UNIT** @-redline RETENTION

Sale Specific Conditions & Requirements

Sale Name: Webber Rd. Aspen Sale Number: 53-014-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by blue and red paint. External sale lines adjacent to private property are marked with blue. Exterior sale lines against State and retention areas are marked with red.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 1, 2 and 3, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except trees marked with green paint.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

3 - Payments

3.6 - Payment Unit Cutting Schedule

3.6.2 - One active unit (12/08)

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

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.

Sale Name: Webber Rd. Aspen Sale Number: 53-014-09-01

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. 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 (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (9/09)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

5.2.1.10 - No slash in openings (12/08)

Sale Name: Webber Rd. Aspen Sale Number: 53-014-09-01

No brush or logging debris is to be left on opening. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 2 and 3, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 31. This restriction is to provide browse and to help reduce rutting.

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

5.4.1 - Rutting restriction, general (1/09)

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

OLD STOVE HARDWOODS (021-09-01)

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*	API	PRAISED PRICE
SAWLOGS			
SUG. MAPLE	4.00 MBF	\$	280.00/MBF
BASSWOOD	13.00 MBF	\$	59.00/MBF
RED OAK	10.00 MBF	\$	227.00/MBF

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

ESTIMATED V	VOLUME *	API	PRAISED PRICE
1.00	MBF	\$	54.00/MBF
27.00	CORDS	\$	4.45/CORD
24.00	CORDS	\$	6.65/CORD
6.00	CORDS	\$	4.30/CORD
3.00	CORDS	\$	4.75/CORD
	1.00 27.00 24.00 6.00	1.00 MBF 27.00 CORDS 24.00 CORDS 6.00 CORDS 3.00 CORDS	1.00 MBF \$ 27.00 CORDS \$ 24.00 CORDS \$ 6.00 CORDS \$

^{*}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 \$229.00, 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 December 31, 2011.



RED PAINT

Sale aux

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

Sale Year Sale No. Type 021 09 01

HARDWOOD LE

13

24 LLOYO

HARDWOOD

23

SALE

16

22

RD

This information provided under authority of Part 525, Act 451 of 1994, as amended. State Forest and Forest Management Unit: Mapped by: Don Mittlestat Cruised by: DON MITTLESTAT PIGEON RIVER COUNTRY MGT. UNIT September 22, 2009 Township Range SECTION 15 SESW T32N R₁W Scale: 1 inch = 1/4 MILE Density Cover Type A = Aspen P = Lowland Poplar V = Bog or Marsh 1 = Non Stocked H = Hemlock 7 = Saw Timber 2 = Seedling Sapling Poor B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine Poor C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 3 = Seedling Sapling Well 8 = Saw Timber E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 4 = Pole Timber Poor Medium F = Spruce Fir N = Marsh T = Tamarack 5 = Pole Timber Medium 9 = Saw Timber G = Grass O = Oak U = Upland Brush 6 = Pole Timber Well Well **OLD STOVE HARDWOODS** 12 ACRES **COMPARTMENT 37** STAND 75 11 08 STURGEON VALLEY RE HEMLOCK CHAFFEE W. LOST LOST N. TWIN 6 SECTION FOUR L FORD L K LEGEND н SALE BOUNDARY:

Sale Specific Conditions & Requirements

Sale Name: Old Stove Hardwoods Sale Number: 53-021-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint.

2 - Timber Specifications

2.1 - Included Timber

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

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

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

2.2.4 - Skidding length (2/09)

Skidding of unlimbed tops or lengths over 17 feet is not permissible.

2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

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: Old Stove Hardwoods Sale Number: 53-021-09-01

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. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

Within the sale area, if more than 10% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$500dollars per acre for all acreage within that specified portion of the sale area that was damaged. No damage is acceptable to merchantable trees. Within the sale area, if more than 5 % of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. 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

Sale Name: Old Stove Hardwoods Sale Number: 53-021-09-01

5.1.1 - Pre-sale conference (12/08)

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 his/her 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.

5.2.1.2 - 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 forest roads.

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

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

5.2.3.4 - Oak wilt restriction (12/08)

Within Payment Unit(s), unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

5.8 - Protection of Endangered Species

Sale Name: Old Stove Hardwoods Sale Number: 53-021-09-01

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

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

RED HEADED MIX (010-09-01)
T32N, R01E, SEC. 07, SESE.
T32N, R01E, SEC. 08, W1/2SW.
T32N, R01E, SEC. 18, NENE.
MONTMORENCY COUNTY

In response to the notice of sale to be held 9:00 a.m. on February 17, 2010, 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 PULPWOOD JACK PINE	\$	9.40/CORD	BID PRICE \$X	ESTIMATE:	CORDS	=	VALUE \$
MIX ASPEN	\$ 1	4.10/CORD	\$x	91.00	CORDS	=	\$
				SUBTOTAL	1	\$	
In addition, the succes appraised price:	sful bi	dder agrees	to purchase the	following	spec	ies at	the
SPECIES	APPRAIS	ED PRICE	ESTIMATED	VOLUME*		VALUE	
SAWLOGS							
RED PINE	\$ 9	6.00/MBF	3.00	MBF	= \$	288.	00
PULPWOOD							
RED MAPLE	\$	9.05/CORD	77.00	CORDS	= \$	696.	85
MIX SOFTWD	\$ 1	0.75/CORD	24.00	CORDS	= \$	258.	00
			st	JBTOTAL 2	\$_	1,242.	85
	SUBT	OTAL 1 + S	SUBTOTAL 2 = 1	OTAL BID	VALUE	\$	
*These estimated volume urged to examine this t			_		_		
I understand that any o will be the basis to de must be bid or the bid awarding a contract wil contract based upon equ	termine form may l be ba:	total bid w y be rejecte sed upon my	value. All bids ed. I also unders past performance	must be sistand that and abili	igned cons	l and al iderati	l bid items on and
(bidder's pri	nted na	ne)	(bidder's si	gnature)		-9a-/	
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:						

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 writter	n signatures.							
Plea	lease 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 <u>one</u> of the boxes below:								
	 I certify that my business is a sole proprietorship and Worker's Compensation Laws. 								
	B. I certify that my business has satisfied its obligation Notice of Exclusion (BWC-337, Rev. 5/96). I will pro award. (For questions or a copy of the BWC-337, plea	ovide a copy of the N	lotice of Exclusion within 21 days of the contract						
	 C. I certify that my business has a Worker's Compensa days of the contract award. 		•						
.	If you have checked item 2(A) or 2(B), you must indicate t including family members and active partners (if none, you must). Full Time Employees	the number of both ust enter "0").	full and part time employees other than yourself Part Time Employees						
lam	e of Business	Federal ID (or) Soc	ial Security No.						
ddı	ess	Telephone No.							
		()	I						
ity	State		Zip + 4						
ove	reby certify that the above information is true and correct. I agerage during any of my present and future operations.	ree to notify the DNR	of any changes that occur in factors affecting my						
T	itle	Date							

WEBBER RD. ASPEN (014-09-01) T34N, R01W, SEC. 19, S1/2NE, SESW, SWSE. T34N, R01W, SEC. 30, NENW, NWNE. CHEBOYGAN COUNTY

In response to the notice of sale to be held 9:00 a.m. on February 17, 2010, 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 zooponozvo zza							_
SPECIES	API	PRAISED PRICE	BID PRICE	ESTIMATE	D VOLUM	$\mathbf{E}^* = \mathbf{VALU}$	<u>E</u>
PULPWOOD							
MIX ASPEN	\$	15.25/CORD	\$x	645.00	CORDS	= \$	
				SUBTOTAL	. 1 \$	3	
In addition, the su appraised price:	ccessful	bidder agrees	to purchase the	following	specie	es at the	
SPECIES	APPRA	AISED PRICE	ESTIMATED	VOLUME *	V	LUE	
SAWLOGS							
WHITE PINE	\$	37.00/MBF	7.00	MBF	= \$	259.00	
RED PINE	\$	100.00/MBF	5.00	MBF	= \$	500.00	
MIX ASPEN	\$	49.00/MBF	8.00	MBF	= \$	392.00	
PULPWOOD							
N.W. CEDAR	\$	7.55/CORD	51.00	CORDS	= \$	385.05	
WHITE PINE	\$	9.30/CORD	37.00	CORDS	= \$	344.10	
RED PINE	\$	31.65/CORD	16.00	CORDS	= \$	506.40	
MIX SOFTWD	\$	10.75/CORD		CORDS	= \$	752.50	
MIX HARDWD	\$	6.55/CORD	54.00	CORDS	= \$	353.70	
			st	JBTOTAL 2	\$3	3,492.75	
	st	JBTOTAL 1 +	SUBTOTAL 2 = 1	TOTAL BID	VALUE S	\$	
*These volumes are estimated volumes a to examine this tim	re final	and not subje	ct to adjustment.	Prospec	tive bi	idders are	ese urged
I understand that a will be the basis to must be bid or the awarding a contract contract based upon	o determi bid form will be	ne total bid may be reject based upon my	value. All bids ed. I also unders past performance	must be s stand that and abil	signed a	and all bi deration a	d item nd
/h-i-dda1-	printed		(bidder's s	ignatura)		_	
(Didder's	brinted	name)	(proder s s	ignature)			
Address/Telephon	e						
THE 1	WINNING B	IDDER MUST CON	MPLETE THE FORM O	N THE REV	ERSE SI	DE	

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:	

	of Act 451 of 1994, as ar			Polest Alea.					
	VERIFICATION OF W	ORKER'S DISABILITY COM	PENS	ATION ACT CO	MPLIANCE				
•	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 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 p Worker's Compensation Laws.	roprietorship and it has no er	nploy	ees but the sole	e proprietor. I am not subject to the				
	 B.	5/96). I will provide a copy BWC-337, please call the W	of the	e Notice of Exclur's Compensation	usion within 21 days of the contract in Bureau at 517-322-1195).				
3.	If you have checked item 2(A) or 2(B), you including family members and active partners			h full and part t	time employees other than yourself				
	Full Time Em	ployees			Part Time Employees				
Vam	e of Business	Federal ID	(or) S	ocial Security No.					
Addr	ess	Telephone	No.						
City	Stati	9		Zip + 4					
:ove	eby certify that the above information is true a grage during any of my present and future oper gnature of Owner or Authorized Representativ	rations.	ne DN	IR of any change	es that occur in factors affecting my				
Ti	tle		Date	<u> </u>					

OLD STOVE HARDWOODS (021-09-01) T32N, R01W, SEC. 15, SESW. OTSEGO COUNTY

In response to the notice of sale to be held 9:00 a.m. on February 17, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	APPR	AISED PRICE	BID PRICE	ESTIMATED	VOLUM	E* = VALUE	
SAWLOGS							
SUG. MAPLE	\$ 2	80.00/MBF	\$X	4.00 ME	3F	= \$	
BASSWOOD	\$	59.00/MBF	\$X	13.00 ME	3F	= \$	
RED OAK	\$ 2	27.00/MBF	\$X	10.00 ME	3F	= \$	
				SUBTOTAL 1	L \$		_
In addition, the su	ccessful b	idder agrees	to purchase the	following s	specie	s at the	
appraised price:							
SPECIES	APPRAI	SED PRICE	ESTIMATED	VOLUME *	VA	LUE	
SAWLOGS							
WHITE PINE	\$	54.00/MBF	1.00	MBF =	= \$	54.00	
PULPWOOD	6	4 4E/CORD	27.00	CORDS =	= \$	120.15	
SUG. MAPLE BASSWOOD	\$ \$	4.45/CORD 6.65/CORD			= \$ = \$	159.60	
RED OAK	\$	4.30/CORD			- \$ = \$	25.80	
P. BIRCH	\$	4.75/CORD			- \$ = \$	14.25	
r. Bikon	*	4.70,0012	3.00	30122	*	24.25	
			s	UBTOTAL 2	\$	373.80	
	SUE	STOTAL 1 +	SUBTOTAL 2 = !	TOTAL BID V	ALUE \$		_
*These estimated vo urged to examine th							are
I understand that a will be the basis t must be bid or the awarding a contract contract based upon	o determin bid form m will be b	e total bid ay be reject ased upon my	value. All bids ed. I also under: past performance	must be sign stand that one and abilit	gned a consid	nd all bid i eration and	.tems
(bidder's	printed n	ame)	(bidder's s	ignature)		_	
Address/Telephone							
mitte t	ITABITATO DE	ODED MISE CO	ADTEME MUE HODA O	N MUE DETER	CE CT	NE.	
THE V	ATMMING BI		MPLETE THE FORM C DAYS OF SALE AWAI		OF SII	<i>)</i>	
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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

FOR DEPARTMENT USE ONLY					
Sale or Permit No					
Year:	Type:				
Forest Area:	<u> </u>				

	of Act 451 of 1994, as a		. 020						
	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 e	except for written sig	gnatures.						
Ple	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 <u>one</u> of the boxes below: A. I certify that my business is a sole purchase. Worker's Compensation Laws.	proprietorship and it l	nas no employ	ees but	the sole proprietor. I am not subject to the				
	 B. I certify that my business has satisf Notice of Exclusion (BWC-337, Rev. award. (For questions or a copy of the same properties) 	. 5/96). I will provide	a copy of the	e Notice	of Exclusion within 21 days of the contract				
	C. \[\] I certify that my business has a Wo days of the contract award.	rker's Compensation	Policy. I will	provide a	an original Certificate of Insurance within 21				
3.	If you have checked item 2(A) or 2(B), you including family members and active partner			th full ar	nd part time employees other than yourself				
	Full Time E	mployees			Part Time Employees				
Nan	ne of Business		Federal ID (or) \$	Social Sec	curity No.				
Add	ress		Telephone No.						
City	Sta	ate			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									
-	Fillo								
	Title		Dat						