

## DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

#### TIMBER SALE PROSPECTUS

3:00 p.m. on March 16, 2011

GAYLORD

Notice is hereby given that bids will be received by the Unit Manager, GAYLORD MANAGEMENT UNIT, for certain timber on the following described lands. The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs, and sale contract terms of the proposed sale.

MORNING SIDE ASPEN-PINE MIX / T29N, R02W, SEC. 05, NENE, S1/2NE1/4, SENW.

OTSEGO COUNTY (Appr. \$12,373.10)

SALE ACRES: 59

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity.

Access may be through private or state forest land.

AESTIVATION ASPEN / T29N, R06W, SEC. 24, N1/2SE, SESE.

T29N, R06W, SEC. 25, NENE, W1/2SE, NESE.

T29N, R06W, SEC. 36, NWNE, N1/2NW, SENW.

ANTRIM COUNTY (Appr. \$12,158.75)

SALE ACRES: 70

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity.

Access may be through state forest land.

WALK ON HOME HARDWOOD / T29N, R06W, SEC. 12, NE1/4, SENW.

ANTRIM COUNTY (Appr. \$3,559.80)

SALE ACRES: 8

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity.

Access may be through state forest land.

Please be aware that some landowners may request 60 days or more notice for forest harvesting access across their land.

#### NOTICE OF CHANGE IN GENERAL CONDITIONS AND REQUIREMENTS COMMON TO ALL STATE FOREST TIMBER SALE CONTRACTS

In May 2010, the Woody Biomass Harvesting Guidance was approved by the Chief of Forest Management Division. The purpose of the Woody Biomass Harvesting Guidance is to provide a broad context for harvesting woody biomass from forest land within a sustainable forest management framework, as well as specific technical recommendations. The Woody Biomass Harvesting Guidance will be applied to State Forest System management activities. It is recommended that this guidance be applied to all forest land in Michigan.

General Condition and Requirement 2.2 - Utilization, has been updated to implement The Woody Biomass Harvesting Guidance and the revised specification will be included with the contracts advertised with this prospectus. The wording has been changed so that unless otherwise specified in the contract, approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter from designated trees not meeting utilized standards will be retained on site. The new specification is as follows with changes in **bold**:

#### 2.2 - Utilization

Unless otherwise indicated in this contract, the DNRE product standards are based on utilization of a 100" piece to a top diameter inside bark of 8 inches for sawlogs in the northern Lower Peninsula, 10 inches for sawlogs in the Upper Peninsula and 4 inches for pulpwood. Wood from designated trees not meeting these standards may be utilized, except retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter, unless otherwise specified in this contract.

If not otherwise specified, the maximum stump height shall not exceed 24 inches for sawlogs or 12 inches for pulpwood. Higher stumps resulting from multiple stemmed trees may be left if authorized by the Unit Manager or his/her representative. The Purchaser shall not cut stumps lower than the DNRE paint markings that indicate individual products to be cut. Avoid removal of the forest litter layer, forest floor or below-ground biomass, including stumps and roots.

#### BID INSTRUCTIONS (Ver. 01/20/2011):

- 1. <u>Bid Location</u>, <u>Date</u>, <u>and Time</u>: <u>Bids must be received by the Unit Manager</u>, <u>Gaylord Management Unit</u>, 1732 West M-32, <u>Gaylord</u>, <u>MI 49735</u>, no later than 3:00 p.m. on March 16, 2011. For further information concerning this sale, contact the Unit Manager at 989-732-3541.
- 2. <u>Bidder's Qualifications</u>: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are <u>not permitted</u> to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNRE/FMD 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. <u>Performance Security:</u> As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
- 9. Timber Sale Contract: Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at <a href="https://www.michigan.gov/dnr">www.michigan.gov/dnr</a>. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection: Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

11. Certification and Chain-of-Custody: Unless otherwise indicated in the contract under section 7 - Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N 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.

DAN WYANT Director

#### MORNING SIDE ASPEN-PINE MIX (006-10-01)

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
PULPWOOD			
JACK PINE	380.00 CORDS	\$	10.10/CORD
MIX ASPEN	296.00 CORDS	\$	19.70/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
WHITE PINE	6.00 MBF	\$ 51.00/MBF
PULPWOOD		
RED MAPLE	84.00 CORDS	\$ 10.70/CORD
P. BIRCH	57.00 CORDS	\$ 9.50/CORD
WHITE PINE	63.00 CORDS	\$ 15.20/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 12.79 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 NUMBER PERCENT OF TOTAL SALE VALUE
1 50%
2 50%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 30, 2012.



#### 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

52-006-10-01

Year 2010

Forest Management Unit County Lentz Date Page of Mapped By Gaylord Mgt.Unit/South Otsego Lentz 07/15/2010 Cruised By 1

Section(s) and Subdivision: Sec 5 NENE, S1/2 NE1/4, SENW Township Range T29N, R2W

Scale: 4" = 1 mile

		Cover Type			Dε	ensity	11 P
A = Aspen B = Paper Birch C = Cedar E = Swamp Hdwoods F = Spruce Fir G = Grass	H = Hemlock J = Jack Pine L = Lowland Brush M = Mpl, Bch, Brch N = Marsh O = Oak		V = Bog or Marsh W = White Pine X = Non Stocked Z = Water	2 = Seedling	cked Sapling Poor Sapling Medium Sapling Well	5 = Pole Timber Mediu 6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Mediu 9 = Saw Timber Well	
	II \\	C Stand 28= Stand 47=	Side Aspen-Pin Compartment 12 = 10.0 Ac. Stand 30 = 22.0Ac. Stand 56 e Acres: 59.0 Acres	0= 14.0 Ac. = 13.0Ac.			
	Piony Pool	7		-ρ <u>ρ</u>	R		
1	    	Morning Side T	\$ 5 4 4 7 N		W6		
1,19			T. 15,	A4 (1	AG ST. STG	<b>*</b>	
	et e		private (				
	"			state			
Private Bound Payment Units	pelines: ppf s: 🙀	l l					

#### Sale Specific Conditions & Requirements

Sale Name: Morning Side Aspen-pine Mix Sale Number: 52-006-10-01

#### 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. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Do not cut painted boundary line trees marked with red or blue paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 & 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

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (9/09)

Payment Unit 1 must be chip harvested to facilitate subsequent planting operations. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled.

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

Stump heights within Payment Unit 1 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

#### 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.

#### 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: Morning Side Aspen-pine Mix Sale Number: 52-006-10-01

#### 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 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.

#### 4.4 - Access

#### 4.4.1 - Private property access (12/08)

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

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

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

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

#### 5.1.4 - Post-sale conference (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.

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

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

#### Sale Name: Morning Side Aspen-pine Mix Sale Number: 52-006-10-01

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

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

#### 5.2.33 - Gas well re-vegetation (12/08)

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

#### AESTIVATION ASPEN (011-10-01)

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			
MIX ASPEN	529.00 CORDS	\$	19.00/CORD
MIX HARDWD	214.00 CORDS	\$	8.50/CORD

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

SPECIES	ESTIMATED VOLUME*	APPF	RAISED PRICE
PULPWOOD			
BASSWOOD	35.00 CORDS	\$	8.25/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 18.91 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.

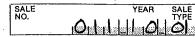
#### BOND AND PAYMENT SCHEDULE:

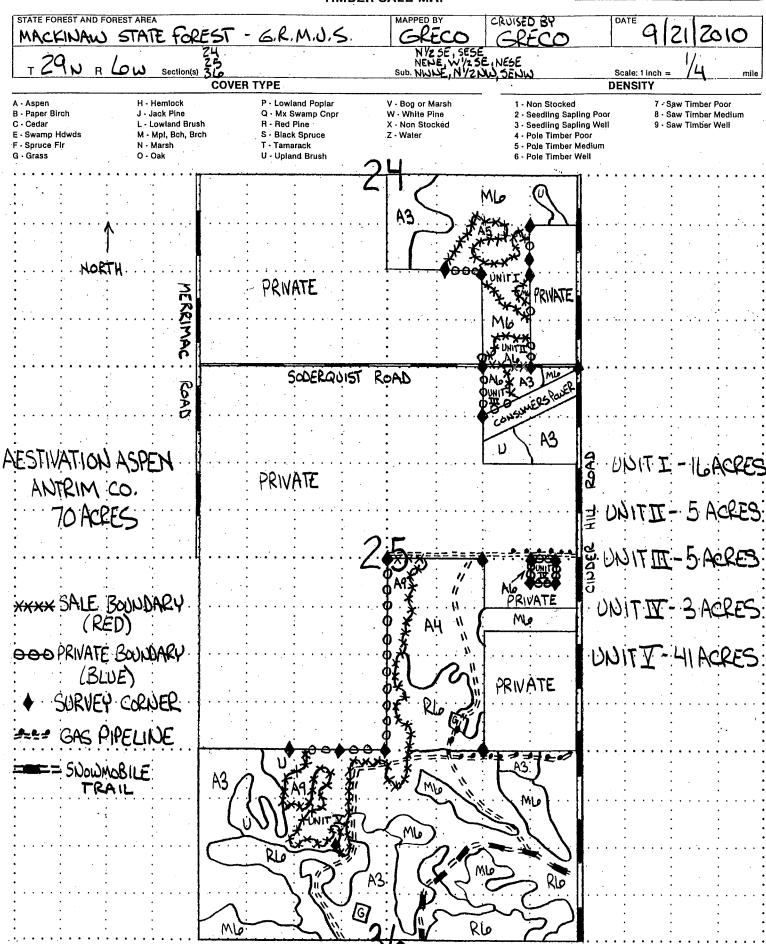
- 1. A bond in the amount of \$650.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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	10%
3	10%
4	05%
5 .	55%

- 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, 2013.

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





#### Sale Specific Conditions & Requirements

Sale Name: Aestivation Aspen Sale Number: 52-011-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (12/08)

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) I - V, 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.

#### 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.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

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

#### 4.2 - Maintenance

#### Sale Name: Aestivation Aspen Sale Number: 52-011-10-01

#### 4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

#### 4.4 - Access

#### 4.4.1 - Private property access (8/10)

Permission for access across private land for Unit IV has been obtained by the DNRE.

#### 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.

#### 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 (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.

#### 5.2.1.9 - 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.

#### Sale Name: Aestivation Aspen Sale Number: 52-011-10-01

#### 5.2.41 - Snowmobile trail protection (8/09)

The snowmobile trail location is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail.

#### 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

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

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

#### 5.8.5 - Protection of raptor nests (4/09)

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on Cinder Hill Road and Soderquist 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.

#### Sale Name: Aestivation Aspen Sale Number: 52-011-10-01

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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.

#### WALK ON HOME HARDWOOD (012-10-01)

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*	AP	PRAISED PRICE
SAWLOGS			
SUG. MAPLE	7.00 MBF	\$	294.00/MBF
PULPWOOD			
BASSWOOD	72.00 CORDS	\$	7.00/CORD
MIX HARDWD	67.00 CORDS	\$	10.40/CORD

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

SPECIES	ESTIMATED VOLUME*	APE	PRAISED PRICE
SAWLOGS			
BASSWOOD	5.00 MBF	\$	58.00/MBF
BEECH	1.00 MBF	\$	11.00/MBF

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 14.32 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 \$350.00 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, 2013.

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

0.1.211.01.65

STATE FOREST AND FOREST AREA CRUISED BY FOREST. G.R.N.U.S. Scale: 1 Incl **COVER TYPE** DENSITY A - Aspen H - Hemlock P - Lowland Poplar V · Bog or Marsh 1 - Non Stocked 7 - Saw Timber Poor B - Paper Birch J - Jack Pine Q - Mx Swamp Cnpr W - White Pine 2 - Seedling Sapling Poor 8 · Saw Timber Medium C - Cedar L - Lowland Brush R - Red Pine X - Non Stockéd 3 · Seedling Sapling Well 9 - Saw Timber Well E - Swamp Hdwds M · Mpl, Bch, Brch S - Black Spruce Z · Water 4 · Pole Timber Poor F - Spruce Fir N - Marsh T - Tamarack 5 - Pole Timber Medium G - Grass O · Oak U · Upland Brush 6 · Pole Timber Well WALK ON HOME HARDWOOD ANTRIM CO. ACRES HAGE ZOFZ I = 0.76 ACRE II = 0.37 ACRE III = 0,24 ACRE 以=0.67 ACRE V = 0.82 ACRE 立: 1.54 ACRES VII = 0.74 ACRE VIII = 0,30 ACRE IX = 0, 67 ACRE N2H X=0,65ACRE XI=0.19 ACRE XII = 0.45 ACRE XIII = 0,54 ACRE STRIP BOULDARY (RED(X)) SKID TRAIL (ORANGE)

# STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES TIMBER SALE MAP

SALE YEAR SALE TYPE OF THE TYPE

STATE FOREST AND FOREST AREA MACKINAW STAT	TE FOREST - G.R.M.L	MAPPED BY  GRÉCO	GRECO	DATE 9/16/2010
20 . /	Section(s)   Z	sub. NE1/4	SENW	Scale: 1 Inch = /4 mile
	mlock P - Lowland Poplar k Pine Q - Mx Swamp Cnp kland Brush R - Red Pine l, Bch, Brch S - Black Spruce rsh T - Tamarack		Non Stocked     Seedling Sapling Poor     Seedling Sapling Well     Pole Timber Poor     Pole Timber Medium     Pole Timber Well	7 - Saw Timber Poor 8 - Saw Timber Medium 9 - Saw Timber Well
	Α,	ON HOME NTRIM CO 48 ACRES	<b>)</b>	
	M9 M  G A5	Rb. Mb	AS MB Rb MG AS THE	
NORTH	PA	IZOOON	CINDER	
	ooo PRIVA	EBOUNDARY ATE BOUNDARY D/GAS PIPI	Y (BUE)	

#### Sale Specific Conditions & Requirements

Sale Name: Walk On Home Hardwood Sale Number: 52-012-10-01

#### 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. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with a single slash of red paint. Interior strips are marked with a red (X). Skid trails are marked with orange paint. Do not cut painted boundary line trees.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 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 Aspen. Only interior strips and marked skid trails identified on the Timber Sale Map are to be harvested.

#### 2.2 - Utilization

#### 2.2.4 - Skidding length (2/11)

Tree length skidding is required for site scarification.

#### 4 - Transportation

#### 4.1 - Construction

#### 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. 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

#### Sale Name: Walk On Home Hardwood Sale Number: 52-012-10-01

#### 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.

#### 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 (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

#### 5.2.1.8 - Slash height (12/08)

No slash or tree topsmay exceed 24 inches in height. This condition only applies if this sale is not chipped.

#### 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.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 7/15 to 11/15. This restriction is in place for two reasons. First, to help reduce damage due to bark slippage. Second, to help maximize the amount of scarification from tree length skidding.

#### 5.2.3.9 - Beech hauling restriction (8/09)

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.)

#### 5.4 - Soil Protection

#### Sale Name: Walk On Home Hardwood Sale Number: 52-012-10-01

#### 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.

#### 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.

#### 5.8.5 - Protection of raptor nests (4/09)

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on Cinder Hill 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.

# MORNING SIDE ASPEN-PINE MIX (006-10-01) T29N, R02W, SEC. 05, NENE, S1/2NE1/4, SENW. OTSEGO COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 16, 2011, 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	ESTIMATE	ED VOLU	Æ* = VALUE	
PULPWOOD							
JACK PINE	\$	10.10/CORD	\$X	380.00		= \$	<del></del>
MIX ASPEN	\$	19.70/CORD	\$X	296.00	CORDS	= \$	
				SUBTOTAL	.1 :	}	
In addition, the su	ıccessful	bidder agrees	to purchase the	following	g specie	es at the	
appraised price:							
SPECIES	APPRA	AISED PRICE	ESTIMATED	VOLUME*	V	ALUE	
SAWLOGS					_	<del></del>	
WHITE PINE	\$	51.00/MBF	6.00	MBF	= \$	306.00	
PULPWOOD							
RED MAPLE	\$	10.70/CORD		CORDS	= \$	898.80	
P. BIRCH	\$	9.50/CORD		CORDS	= \$	541.50	
WHITE PINE	\$	15.20/CORD	63.00	CORDS	= \$	957.60	
		•		SUBTOTAL	2 \$ 2	2,703.90	
	st	BTOTAL 1 + S	SUBTOTAL 2 = T	OTAL BID	VALUE S	8	
*These volumes are estimated volumes a to examine this tin	re final	and not subject	t to adjustment.	Prospec	tive bi	dders are u	
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 v may be rejecte based upon my	ralue. All bids ed. I also unders past performance	must be s tand that and abil	igned a	and all bid indexion and	items
(bidder's	printed	name)	(bidder's si	gnature)		_	
Address/Telephon	.e	-					

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



Michigan Department of Natural Resources & Environment Forest Management Division

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

FOR DEPARTMENT USE ONLY	
Sale Number (XX – XXX – XX – XX)	
Forest Management Unit:	

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

#### VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 2. You **must** check one of the boxes below: A. I certify that my business is a sole proprietorship and it 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. 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. 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, 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. Address Telephone ZIP City State

Occur in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

Date

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that

#### AESTIVATION ASPEN (011-10-01)

T29N, R06W, SEC. 24, N1/2SE, SESE.
T29N, R06W, SEC. 25, NENE, W1/2SE, NESE.
T29N, R06W, SEC. 36, NWNE, N1/2NW, SENW.
ANTRIM COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 16, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

APPRAISED PRICE	BID PRICE	ESTIMATED VOLU	ME * = VALUE
\$ 19.00/CORD \$ 8.50/CORD	\$x \$x	529.00 CORDS 214.00 CORDS	= \$ = \$
		SUBTOTAL 1	\$
sful bidder agrees	to purchase the	following speci	es at the
	ESTIMATED	VOLUME* V.	ALUE
\$ 8.25/CORD	35.00	CORDS = \$	288.75
		SUBTOTAL 2 \$	288.75
SUBTOTAL 1 + SU	JBTOTAL 2 = T	OTAL BID VALUE	\$
nal and not subject and to make their or ———————————————————————————————————	t to adjustment.  wn estimates of  ejected, and tha	Prospective be quantity and quantity to the properties of the condition of the properties of the prospective of the condition of the condition of the prospective of the condition of the conditi	idders are urged ality.
form may be rejected . be based upon my p	d. I also unders past performance	tand that conside and ability to	deration and
ted name)	(bidder's sig	gnature)	_
	\$ 19.00/CORD \$ 8.50/CORD \$ 8.50/CORD  Sful bidder agrees  APPRAISED PRICE \$ 8.25/CORD  SUBTOTAL 1 + Substituted and not subject and to make their or all bids may be recermine total bid value. Sorm may be rejected be based upon my price and to be a second upon my p	\$ 19.00/CORD \$ X \$ 8.50/CORD \$ X  Seful bidder agrees to purchase the ESTIMATED  \$ 8.25/CORD 35.00  SUBTOTAL 1 + SUBTOTAL 2 = Total and not subject to adjustment. And to make their own estimates of the estimate total bid value. All bids agreement and to may be rejected. I also undersome the based upon my past performance appears and manpower subject to my company	\$ 19.00/CORD \$ X 529.00 CORDS \$ 8.50/CORD \$ X 214.00 CORDS SUBTOTAL 1  Sful bidder agrees to purchase the following specion of the second of t

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



Title

### Michigan Department of Natural Resources & Environment Forest Management Division

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

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
Forest Management Unit:

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check one of the boxes below): A. \(\property\) Sole Proprietorship (individual) B. | Partnership C. Corporation 2. You must check one of the boxes below: A. \(\sum \) 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, T I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. 

I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Federal ID (or) Social Security No. Name of Business Address Telephone City State I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative

Date

# WALK ON HOME HARDWOOD (012-10-01) T29N, R06W, SEC. 12, NE1/4, SENW. ANTRIM COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 16, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

non-responsive bid	forms may be rejected	•		
SPECIES SAWLOGS	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUM	E* = VALUE
SUG. MAPLE	\$ 294.00/MBF	6	7 00 100	
PULPWOOD	\$ 294.00/MBF	\$X	7.00 MBF	= \$
BASSWOOD	\$ 7.00/CORD	\$ x	72.00 CORDS	- ¢
MIX HARDWD	\$ 10.40/CORD	\$ X	67.00 CORDS	= \$
	4 20010, 0012		ST. CO COLLED	— Y
			SUBTOTAL 1 \$	
In addition, the su appraised price:	accessful bidder agree	s to purchase the	following species	s at the
SPECIES	APPRAISED PRICE	ESTIMATED	VOLUME * VA	LUE
SAWLOGS				<del></del>
BASSWOOD	\$ 58.00/MBF	5.00	MBF = \$	290.00
BEECH	\$ 11.00/MBF	1.00	MBF = \$	11.00
	GIDBORAT 1	GIVEN OF THE STATE	SUBTOTAL 2 \$	301.00
	SUBTOTAL 1 +	SUBTOTAL 2 = T	OTAL BID VALUE \$	
estimated volumes a	statistically estimate re final and not subjection to the subjection of the subjection of the state of the state of the subjection of the state of t	ect to adjustment.	Prospective bid	dders are urged
will be the basis t must be bid or the b awarding a contract	ny or all bids may be o determine total bid bid form may be reject will be based upon my equipment and manpower	value. All bids : ced. I also unders v past performance	must be signed ar tand that conside and ability to o	nd all bid items eration and
(bidder's	printed name)	(bidder's si	gnature)	-
Address/Telephone	e			

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



Title

## Michigan Department of Natural Resources & Environment Forest Management Division

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

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
Forest Management Unit:

As required by Act 317, P.A. 1969 (Worker's Compensation) and

	Part 525 of Act 451 of 1994,	as amended.				
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE					
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Please Check Appropriate Categories:						
1.	<ul> <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>C. Corporation</li> </ul>					
2.	You <b>must</b> check <u>one</u> of the boxes below	v:				
	A.  I certify that my business is a sole property Worker's Compensation Laws.	proprietorship and i	t has no employees but the sole proprietor. I am not subject to the			
	B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).					
	C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.					
3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, 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.			
Address			Telephone ( )			
City		State	ZIP			
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.						
Signature of Owner or Authorized Representative						

Date