

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #4958**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on July 30, 2013. LOCATION: ESCANABA OFFICE, 6833 HWY 2, 41 & M-35, GLADSTONE, MI 49837.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

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

2 TUNDRAS (33-003-13-01) / T37N, R24W, SEC. 08, SESE.

T37N, R24W, SEC. 09, SWSW, SESW.

Delta County, Advertised Price \$7,606.65, 35.0 Acres

SALE NOTE: The best option for access to this sale is through private land. Contact the Escanaba DNR office for the names of the private landowner.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private or state forest land.

ASPEN IN 13 (33-024-13-01) / T36N, R27W, SEC. 05, NWNW, SWNW.

T36N, R27W, SEC. 06, NWNE, NENE, SENE.

Menominee County, Advertised Price \$82,434.90, 113.4 Acres

SALE NOTE: 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.

HALF N HALF (33-025-13-01) / T35N, R28W, SEC. 32, NWNE.

Menominee County, Advertised Price \$33,514.70, 40.6 Acres

SALE NOTE: Access into this timber sale is only available through private property. The contractor is responsible for obtaining written permission and providing it to the DNR within ten (10) days of the bid opening.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private land.

# BID INSTRUCTIONS (VER. 06/06/2013):

#### 1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, ESCANABA OFFICE, 6833 HWY 2, 41 & M-35, GLADSTONE, MI 49837, no later than 3:00 p.m. (local time) on July 30, 2013. For further information concerning this sale, contact Eric Thompson at 906-786-2354 extension 142.

#### 2. Bidder's Qualifications (2/12)

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/FRD 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 (1/11)

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 (6/11)

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) the sale name or number and (b) 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 (6/13)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

#### 6. Award of Contract (1/11)

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. Down Payment (1/11)

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 (1/11)

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 (10/12)

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/timber. 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 (1/11)

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 (3/13)

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 100% 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.

KEITH CREAGH
Director

#### TIMBER SALE INFORMATION

#### 2 TUNDRAS (33-003-13-01)

T37N, R24W, SEC. 08; T37N, R24W, SEC. 09.

Delta County (Advertised Price \$7,606.65)

SALE NOTE: The best option for access to this sale is through private land. Contact the Escanaba DNR office for the names of the private landowner.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private or state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADV	ERTISED PRICE
Pulpwood			
Black Spruce	21.00 Cords	\$	27.45 / Cord
Hemlock	32.00 Cords	\$	18.00 / Cord
Mixed Hardwood	35.00 Cords	\$	25.40 / Cord
N. W. Cedar	63.00 Cords	\$	29.35 / Cord
Paper Birch	15.00 Cords	\$	27.05 / Cord
Q. Aspen	39.00 Cords	\$	26.90 / Cord
Tamarack	90.00 Cords	\$	22.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$263.30:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Red Pine	0.10 MBF	\$	165.00 / MBF
White Pine	0.10 MBF	\$	113.00 / MBF
Pulpwood			
Mixed Softwood	7.00 Cords	\$	29.40 / Cord
White Pine	1.00 Cords	\$	29.70 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 22.10 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

# BOND AND PAYMENT SCHEDULE:

- A bond in the amount of \$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 must 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:

be made below eating begins in that and
PERCENT OF TOTAL SALE VALUE
4%
87%
9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2016.

# **Sale Specific Conditions & Requirements**

Sale Name: 2 Tundras Sale Number: 33-003-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (10/12)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and/or yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state including the Out Area as shown on the attached timber sale map are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Painted boundary line trees are only to be cut if they are marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1, cut all trees which meet minimum piece specifications in 2.2 Utilization except do not cut any cedar.

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

Within Payment Unit(s) 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. The marked trees within payment unit 3 are 6 groups of approximately 2 chain wide gaps spaced throughout the stand.

#### 2.1.7 - Leave tree marked unit(s) (8/11)

Within Payment Unit(s) 2, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except do not cut any hemlock and trees marked with green paint above and below stump height.

#### 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 (10/11)

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 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 (3/11)

Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

#### 5 - Operations

#### 5.1 - Notification

## 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference 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 5 days in advance to schedule the conference.

# 5.1.4 - Post-sale conference (6/11)

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

# 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 12/01 to 3/31. This restriction is because the access to and within the sale area is low and wet ground.

#### 5.2.39 - ORV trail/route protection (12/12)

The Forest Islands trail is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with ORV markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline.

#### 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.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

# 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the Forest Islands ORV trail if utilized prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 7 - Other Conditions

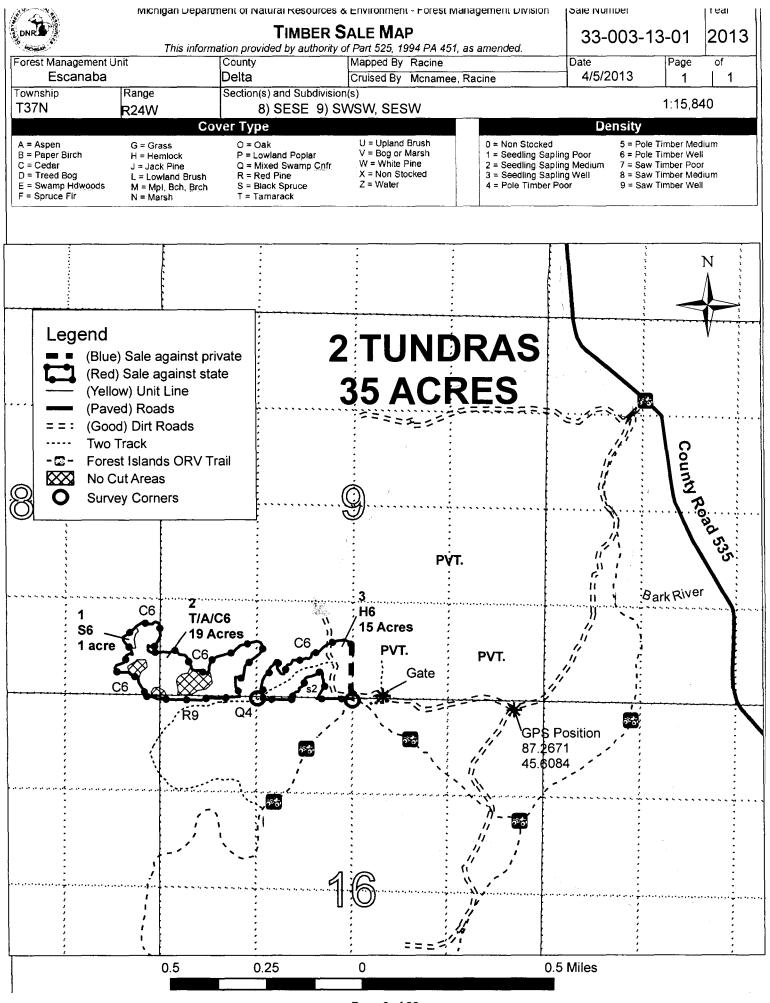
## 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

## 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 5/1/2013 10:43:47AM



Page 8 of 22

#### TIMBER SALE INFORMATION

#### ASPEN IN 13 (33-024-13-01)

T36N, R27W, SEC. 05; T36N, R27W, SEC. 06.

Menominee County (Advertised Price \$82,434.90)

SALE NOTE: 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.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	/ERTISED PRICE
Sawlogs			
Mixed Hardwood	55.10 MBF	\$	129.00 / MBF
Pulpwood			
Mixed Hardwood	895.00 Cords	\$	32.20 / Cord
Mixed Softwood	212.00 Cords	\$	37.25 / Cord
Q. Aspen	1,007.00 Cords	\$	34.10 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,272.30:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Red Oak	2.10 MBF	\$	139.00 / MBF
Pulpwood			
N. W. Cedar	107.00 Cords	\$	37.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.87 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$4,200.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must 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
01	4%
02	18%
03	19%
04	23%
05	23%
06	13%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2016.

# **Sale Specific Conditions & Requirements**

Sale Name: Aspen In 13 Sale Number: 33-024-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (10/12)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and/or yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid for.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

## 2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) 2, 3, 4, and 5, cut all trees that are three (3) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability; except white oak, white pine, red pine, and hemlock. In addition, do not cut red oak and beech marked with green paint. There are retention areas within units 2 and 4 that need to be protected. No harvesting activities may take place within these areas. These areas are bounded by a red paint line.

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all merchantable aspen and balm.

#### 2.1.7 - Leave tree marked unit(s) (8/11)

Within Payment Unit(s) 6, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except trees marked with green paint above and below stump height.

# 2.1.11 - Description of timber note (2/04)

Note that the mixed hardwood sawlog volume contains red maple, sugar maple, basswood, ash, and birch. The mixed hardwood pulpwood volume contains the same species listed above and also about 11 cords of red oak. The mixed softwood volume contains about 110 cords of balsam fir, 66 cords of tamarack, 30 cords of spruce, and 4 cords of white pine.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

Payment Unit(s) \$18,000 in value or greater 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

## 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or during other wet weather conditions.

#### 4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

# 5 - Operations

#### 5.2 - Conduct of Operations

## 5.2.1 - Slash

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

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

#### 5.2.1.2 - Slash Removal

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

All slash must be removed at least 50 feet from the cleared right-of-way of Pokovich Lane and 10 feet from the edge of the forest roads

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 6, unless changed by written agreement, cutting and skidding are limited to the period of December 1st to March 31st, unless there is a dry period of time and the sale administrator allows harvesting activities to occur. This restriction is because of low wet ground throughout the unit.

#### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage and oak wilt restrictions.

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

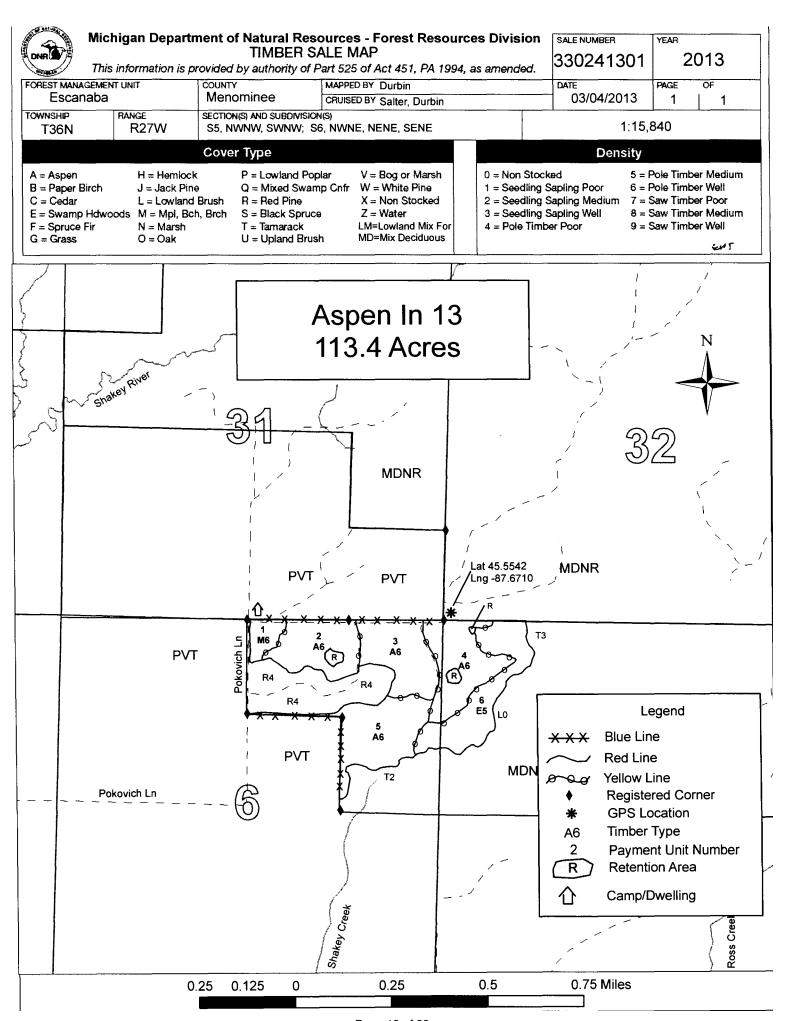
It is recommended, but not required, that within Payment Unit(s) 2 and 5, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of low wet ground through portions of each of the units.

#### 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.

Section Name: Sale Specific Current as of 3/19/2013 3:47:59PM



#### TIMBER SALE INFORMATION

#### HALF N HALF (33-025-13-01)

T35N, R28W, SEC. 32.

Menominee County (Advertised Price \$33,514.70)

SALE NOTE: Access into this timber sale is only available through private property. The contractor is responsible for obtaining written permission and providing it to the DNR within ten (10) days of the bid opening.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Sawlogs			
Red Oak	15.20 MBF	\$	128.00 / MBF
Red Pine	65.60 MBF	\$	167.00 / MBF
White Pine	20.00 MBF	\$	115.00 / MBF
Pulpwood			
Mixed Hardwood	123.00 Cords	\$	26.70 / Cord
Mixed Softwood	281.00 Cords	\$	30.85 / Cord
Q. Aspen	169.00 Cords	\$	28.25 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,586.70:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Red Oak	86.00 Cords	\$	18.45 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.52 percent. The estimated units 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 **\$2,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must 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

01

02

80%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2015.

# **Sale Specific Conditions & Requirements**

Sale Name: Half N Half Sale Number: 33-025-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (10/12)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid for.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

## 2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) 2, cut all trees that are three (3) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Except, no harvesting activities are permitted within the retention area on the south end of this unit. The retention area is bounded by red paint.

#### 2.1.7 - Leave tree marked unit(s) (8/11)

Within Payment Unit(s) 1, cut all trees that are three (3) 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 above and below stump height.

#### 2.1.11 - Description of timber note (2/04)

Note that the mixed softwood pulpwood volume contains: 93 cords of tamarack, 71 cords of spruce, 53 cords of white pine, 27 cords of balsam fir, 23 cords of red pine, and 16 cords of cedar.

#### 3 - Payments

# 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

Payment Unit(s) \$18,000 in value or greater 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

#### 4.1.7 - Road closure (10/11)

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 of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or during other wet weather conditions.

# 4.4 - Access

# 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the purchaser. A copy of the written permission from the private landowner must be given to the Unit Manager within 10 days of the bid opening and prior to the beginning of operations. The permission must include access for DNR staff.

There are two good possible access routes into the sale area through two different private landowners. The landowners have

indicated they would allow a contractor to access the sale through their property. To obtain the landowners contact information contact Dustin at 906 753-6317 ext 224 @ the Stephenson Field Office. The landowners want to be contacted by any potential bidders prior to them driving through their property to inspect the sale.

# 5 - Operations

# 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.

# 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 cutting and skidding are limited to the period of December 1st to March 31st, unless there is an extended dry period and the sale administrator allows cutting during that time period. This restriction is because of low wet ground throughout the unit.

#### 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.

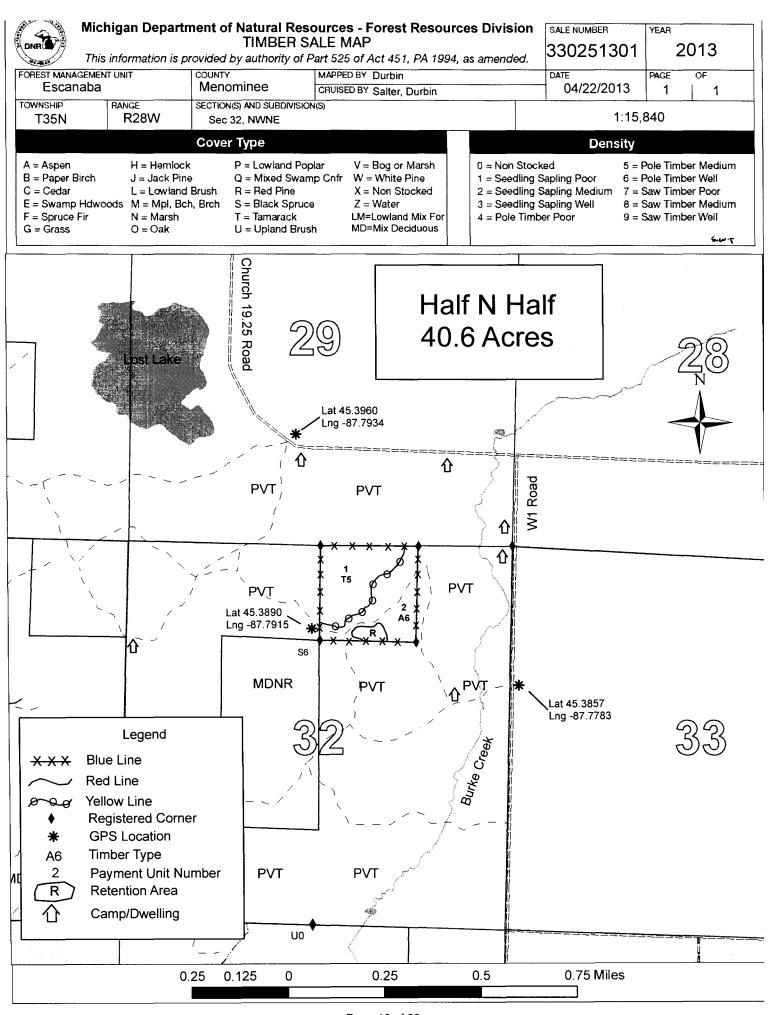
#### 7 - Other Conditions

#### 7.5 - Loss

# 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from the Eastern Larch Beetle, which has caused small pockets of dying tamarack within unit 1. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 4/12/2013 11:28:24AM



ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

# <u>2 TUNDRAS (33-003-13-01)</u> T37N, R24W, SEC. 08; T37N, R24W, SEC. 09, Delta County

In response to the notice of sale to be held 3:00 p.m. (local time) on July 30, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<b>ESTIMATEI</b>	D UNITS*	ADV	ERTISED PRICE	BID P	RICE
21.00	Cords	\$	27.45 / Cord	\$	/ Cord
32.00	Cords	\$	18.00 / Cord	\$	/ Cord
35.00	Cords	\$	25.40 / Cord	\$	/ Cord
63.00	Cords	\$	29.35 / Cord	\$	/ Cord
15.00	Cords	\$	27.05 / Cord	\$	/ Cord
39.00	Cords	\$	26.90 / Cord	\$	/ Cord
90.00	Cords	\$	22.20 / Cord	\$	/ Cord
	21.00 32.00 35.00 63.00 15.00 39.00	21.00 Cords 32.00 Cords 35.00 Cords 63.00 Cords 15.00 Cords 15.00 Cords 39.00 Cords 90.00 Cords	21.00 Cords \$ 32.00 Cords \$ 35.00 Cords \$ 63.00 Cords \$ 15.00 Cords \$ 39.00 Cords \$	21.00 Cords \$ 27.45 / Cord 32.00 Cords \$ 18.00 / Cord 35.00 Cords \$ 25.40 / Cord 63.00 Cords \$ 29.35 / Cord 15.00 Cords \$ 27.05 / Cord 39.00 Cords \$ 26.90 / Cord	21.00 Cords       \$ 27.45 / Cord       \$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$263.30:

<b>ESTIMATED UNITS*</b>	ADVERTISED PRI	CE
0.10 MBF	\$ 165.00 / MBF	•
0.10 MBF	\$ 113.00 / MBF	•
7.00 Cords	\$ 29.40 / Cord	t
1.00 Cords	\$ 29.70 / Cord	t
	0.10 MBF 0.10 MBF 7.00 Cords	0.10 MBF \$ 165.00 / MBF 0.10 MBF \$ 113.00 / MBF 7.00 Cords \$ 29.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 22.10 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	_ <del>-</del>	or SOCI	AL SECURITY NUMBE	ER:
	Company or indivi	dual bidding:			
	Company represer	ntative's name:			
	Address:				
	City:		State:	Zip:	
F AVAIL	ABLE, PLEASE PLA	ACE THE PERSO	NALIZED LABE	EL FROM YOUR PROS	SPECTUS IN THE ABOVE BOX.
ndividual	l or company repres	sentative's signatu	re:		Date:
Phone nu	ımber :			Email (ontional):	



Title

Michigan Department of Natural Resources & Environment Forest Management Division

# 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 Number (XX – XXX – XX – XX)	
Forest Management Unit:	

	VERIFICATION OF WOR	RKER'S DISABILI	Y COMPENSATION A	CT 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.							
٠	All Information must be typed or printed except for written signatures.							
Ple	ease Check Appropriate Categories:							
1.	My business is organized as (you <b>must</b> A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	check <u>one</u> of the b	oxes below):					
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>							
3.	If you have checked item 2(A) or 2(B), ye than yourself, including family members							
	Full-time En	nployees		Part-time Employees				
Nam	ne of Business		Federal ID (or) Social Security	No.				
Addı	ress		Telephone					
City		State	ZIP					
000	ereby certify that the above information is our in factors affecting my coverage during							

Date

#### **BID FORM**

ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

# ASPEN IN 13 (33-024-13-01) T36N, R27W, SEC. 05; T36N, R27W, SEC. 06, Menominee County

In response to the notice of sale to be held 3:00 p.m. (local time) on July 30, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	AD∖	/ERTISED PRICE	<b>BID PRICE</b>	
Sawlogs						
Mixed Hardwood	55.10	MBF	\$	129.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Hardwood	895.00	Cords	\$	32.20 / Cord	\$	/ Cord
Mixed Softwood	212.00	Cords	\$	37.25 / Cord	\$	/ Cord
Q. Aspen	1,007.00	Cords	\$	34.10 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,272.30:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>AD\</u>	VERTISED PRICE	:
Sawlogs Red Oak	2.10 MBF	\$	139.00 / MBF	
Pulpwood		•		
N. W. Cedar	107.00 Cords	\$	37.20 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.87 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOCIAL SEC	URITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	M YOUR PROSPECTUS IN 1	THE ABOVE BOX.
ndividual	l or company representative's signatu	re:		Date:
a.v.aaa.	i or company representative a aignatu			



Title

Michigan Department of Natural Resources & Environment Forest Management Division

# 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 Number (XX – XXX – XX – XX)
Forest Management Unit:

	VERIFICATION OF WORKER'S	DISABILI	TY COM	PENSATION	ON ACT COMPLIANCE		
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.						
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed except for written signatures.						
Ple	ease Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> check on the control of t	one of the b	ooxes bel	ow):			
<ol> <li>You must check one of the boxes below:         <ul> <li>I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to Worker's Compensation Laws.</li> <li>I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approx Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contraward. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within days of the contract award.</li> </ul> </li> </ol>					approved e contract 95).		
3.	If you have checked item 2(A) or 2(B), you <b>mus</b> than yourself, including family members and act					s, other	
	Full-time Employees	ř.		-	Part-time Employees	i	
Nam	e of Business		Federal ID	(or) Social Se	Security No.		
Addı	ress		Telephone (	)			
City	State		ZIP				
000	ereby certify that the above information is true an ur in factors affecting my coverage during any of Signature of Owner or Authorized Representative					es that	
	THE STATE OF THE						

Date

#### **BID FORM**

ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

# HALF N HALF (33-025-13-01) T35N, R28W, SEC. 32, Menominee County

In response to the notice of sale to be held 3:00 p.m. (local time) on July 30, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	AD\	/ERTISED PRICE	BID PRICE	<u> </u>
Sawlogs						
Red Oak	15.20	MBF	\$	128.00 / MBF	\$	/ MBF
Red Pine	65.60	MBF	\$	167.00 / MBF	\$	/ MBF
White Pine	20.00	MBF	\$	115.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Hardwood	123.00	Cords	\$	26.70 / Cord	\$	/ Cord
Mixed Softwood	281.00	Cords	\$	30.85 / Cord	\$	/ Cord
Q. Aspen	169.00	Cords	\$	28.25 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,586.70:

PRODUCTS & SPECIES	<u>ESTIMATED UNITS*</u>	_AD\	<u>/ERTISED PRICE</u>
Pulpwood			
Red Oak	86.00 Cords	\$	18.45 / Cord

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:		or SOC	IAL SECURITY NUMBER:_			
	Company or indivi	idual bidding:					
	Company represe	ntative's name:_					
	Address:						
	City:		State:	Zip:			
F AVAIL		ACE THE PERS		Zip:EL FROM YOUR PROSPE		BOVE BOX.	
	ABLE, PLEASE PLA		ONALIZED LAB		CTUS IN THE A	BOVE BOX.	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.52 percent. The estimated units 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.



Title

Michigan Department of Natural Resources & Environment Forest Management Division

# 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 Number (XX – XXX – XX – XX)	
Forest Management Unit:	

	VERIFICATION OF WO	RKER'S DISABIL	ITY COM	IPENS	NSATION ACT COMPLIANCE			
•	This verification must be completed and s sale contract.	submitted within 21	days of d	ontrac	ract award and prior to the issuance of the timber			
•	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	xcept for written s	ignatures					
Ple	ease Check Appropriate Categories:							
1.	<ol> <li>My business is organized as (you must check <u>one</u> of the A.</li></ol>			low):	:			
<ol> <li>You must check one of the boxes below:</li> <li>I certify that my business is a sole proprietorship and it Worker's Compensation Laws.</li> <li>I certify that my business has satisfied its obligation to Notice of Exclusion (BWC-337, Rev. 5/96). I will provid award. (For questions or a copy of the BWC-337, pleas</li> </ol>			the Worlde a copy e call the	ker's C of the Worker	Compensation Act through the use of an approved ne Notice of Exclusion within 21 days of the contract ker's Compensation Bureau at 517-322-1195).			
3.	days of the contract award.	ou <b>must</b> indicate and active partne	the numb	oer of I				
	Full-ume Er	nployees			Part-time Employees			
Nan	ne of Business		Federal ID (or) Social Security No.					
Add	ress		Telephone	<del>,</del> )				
City		State	ZIP					
000	ereby certify that the above information is our in factors affecting my coverage durin Signature of Owner or Authorized Representative				otify the Michigan DNRE of any changes that e operations.			

Date