

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5060**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on February 11, 2014. LOCATION: ATLANTA MGMT UNIT, 13501 M-33, ATLANTA, MI 49709.

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, ATLANTA MANAGEMENT UNIT, for certain timber on the following described lands:

<u>HUNT CREEK ASPEN AND OAK</u> (54-009-13-01) / T29N, R02E, SEC. 25, NESW SWSW SEC36 SESW,NWSE,NWNE.

T29N, R02E, SEC. 26, S2SE.

T29N, R02E, SEC. 34, NESW, SWNW, SESE.

T29N, R02E, SEC. 35, NWSW, SWSW, NENE.

Montmorency County, Advertised Price \$71,105.00, 163.0 Acres

SALE NOTE: 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 state forest land.

SHORT 19 ASPEN (54-018-13-01) / T29N, R03E, SEC. 21, NW4, S2SW.

T29N, R03E, SEC. 28, NWNW, NENW, SENW, SENE.

Montmorency County, Advertised Price \$63,742.45, 152.0 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.

TWIN HARDWOODS (54-021-13-01) / T29N, R03E, SEC. 33, W2NW, NENW, NWNE.

Montmorency County, Advertised Price \$4,075.40, 32.0 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.

MUSTARDS LAST STAND (54-028-13-01) / T31N, R02E, SEC. 16, SWSW.

T31N, R02E, SEC. 17, SESW, SESE.

T31N, R02E, SEC. 20, NE4, E2NW, NESW, N2SE, SESE.

T31N, R02E, SEC. 21, W2NW, SENW, N2SW, SWSW.

Montmorency County, Advertised Price \$29,790.90, 357.0 Acres

SALE NOTE: This is a re-advertisement and prices have been lowered by thirty percent. The sale has Emerald Ash Borer and Beech Bark Disease damage and is recommended that harvesting occurs soon to prevent further deterioration of the product.

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.

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

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

Bids must be received by the Unit Manager, ATLANTA OFFICE, 13501 M-33, ATLANTA, MI 49709, no later than 10:00 a.m. (local time) on February 11, 2014. For further information concerning this sale, contact Cody Stevens at 989-785-4251 extension 5240.

#### 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

#### HUNT CREEK ASPEN AND OAK (54-009-13-01)

T29N, R02E, SEC. 25; T29N, R02E, SEC. 26; T29N, R02E, SEC. 34; T29N, R02E, SEC. 35.

SALE NOTE: 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 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>	AD\	/ERTISED PRICE
Sawlogs			
Mixed Aspen	105.60 MBF	\$	71.00 / MBF
Red Oak	107.90 MBF	\$	165.00 / MBF
Pulpwood			
Mixed Aspen	956.00 Cords	\$	15.55 / Cord
Mixed Hardwood	918.00 Cords	\$	14.80 / Cord
Red Oak	534.00 Cords	\$	15.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$9,074.70:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Beech	4.60 MBF	\$	60.00 / MBF
Mixed Hardwood	4.10 MBF	\$	56.00 / MBF
Red Maple	27.50 MBF	\$	74.00 / MBF
White Ash	7.30 MBF	\$	70.00 / MBF
White Oak	10.60 MBF	\$	52.00 / MBF
Pulpwood			
Beech	100.00 Cords	\$	8.65 / Cord
Mixed Softwood	137.00 Cords	\$	23.30 / Cord
White Ash	45.00 Cords	\$	7.50 / Cord
White Oak	171.00 Cords	\$	6.30 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.22 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 \$3,600.00 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:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	9%
02	3%
03	3%
04	9%
05	19%
06	18%
07	12%
08	4%
09	10%
10	3%
11	10%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2016.

#### **Sale Specific Conditions & Requirements**

Sale Name: Hunt Creek Aspen And Oak Sale Number: 54-009-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (10/12)

The sale boundaries are marked and identified by blue, red, green, and orange paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Retention areas are painted with green paint. Interior Payment Unit boundaries between payment units 4 and 5 are marked with orange paint. The Payment Unit boundary between units 6 and 11 is Hallberg road. The painted exterior boundary line trees are not Included Timber and are to be protected. Orange 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

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

Within Payment Unit(s) 1, 3, 4, 5, 6, 7, 8, 10 and 11, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except trees marked with yellow paint. Also do not cut any sugar maple in Payment Unit 1.

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

Within Payment Unit(s) 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also cut all ash and beech regardless of merchantability.

#### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 9, all ash and beech trees are designated for cutting regardless of merchantability.

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

Note that mixed hardwood includes: sugar maple, basswood, paper birch, and black cherry. Mixed softwood includes jack pine, red pine, white pine, and balsam fir.

#### 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.

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. Skid trails only will be allowed.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

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

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

#### 5.1.4 - Post-sale conference (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

#### 5.2.1 - Slash

#### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 2, 3, 5, 8, 9, 10, and 11, unless changed by written agreement, 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.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.4 - Dead and down creation, grouse (8/13)

To encourage grouse and other wildlife, in Payment Unit(s) 1, 4, 6, 7, and 8 leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. This can be an unmerchantable piece or a full tree.

#### 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) 1, cutting, skidding, and hauling occur during summer or fall. The reason for the recommendation is to prevent conflict with the snowmobile trail in Unit 1.

#### 5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

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

An ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Skidding across the trail or route may only occur in locations approved by the sale administrator.

#### 5.2.41 - Snowmobile trail protection (9/11)

A snowmobile trail and 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. The road maintenance/restoration must be done prior to December 1. 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. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. The snowmobile trail may only be crossed at right angles. 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. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (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 or goshawk (3/13)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the

Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area. An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 1 to August 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

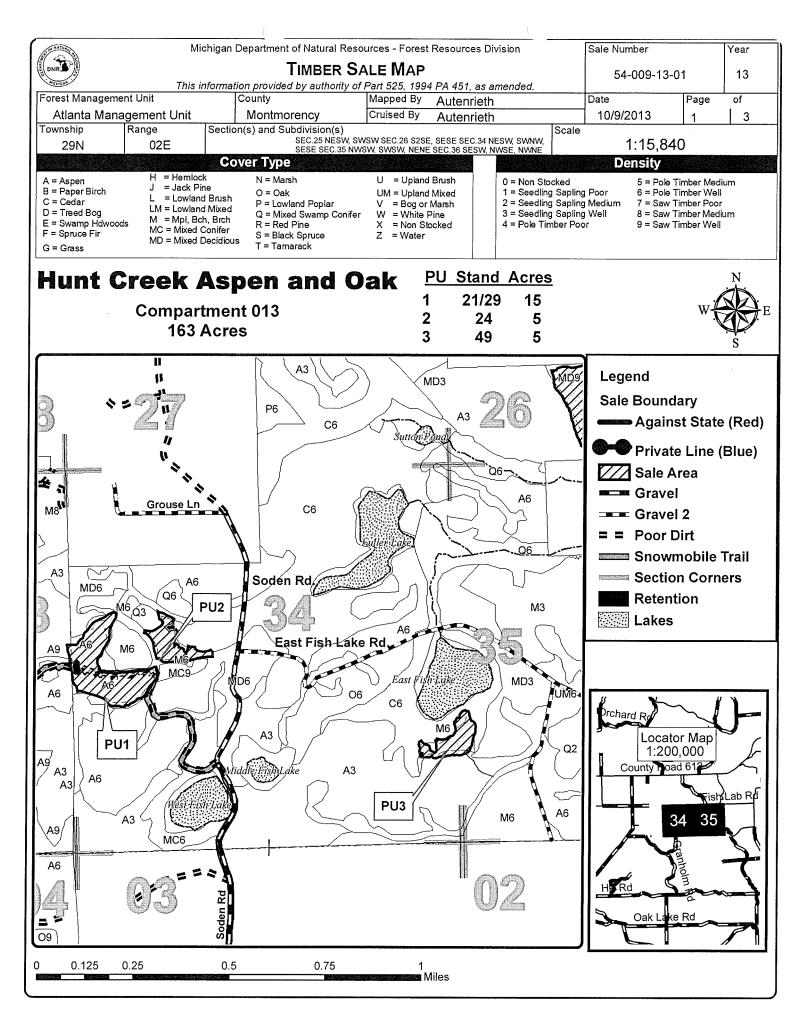
#### 6.2.2 - Snowmobile trail posting (8/09)

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.

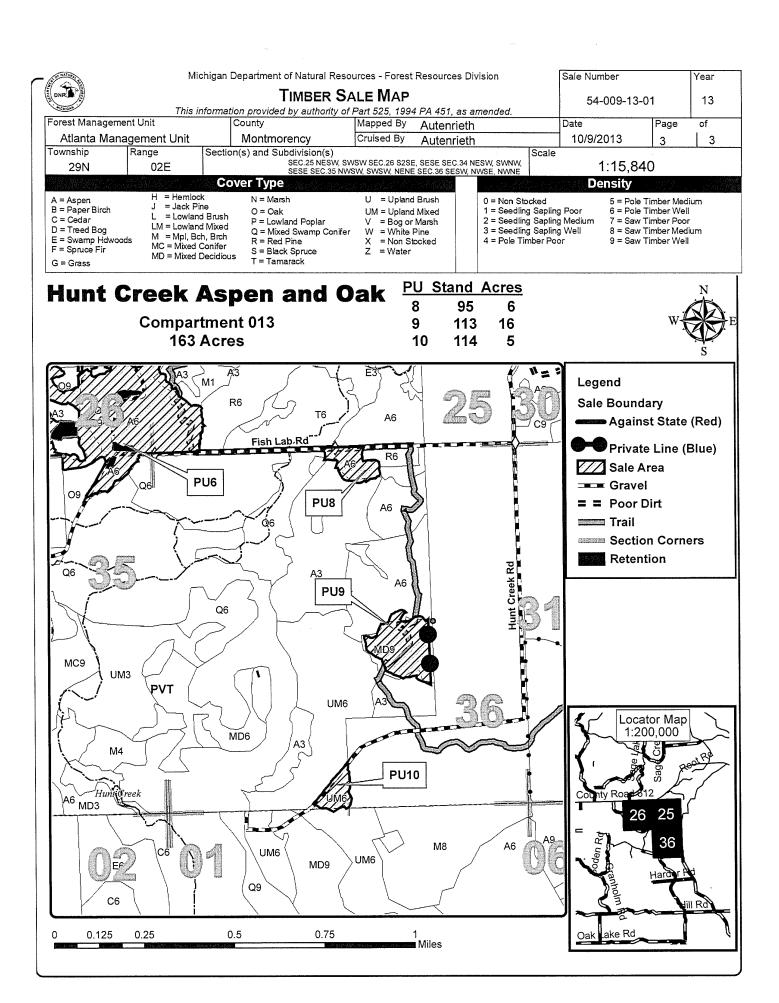
#### 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the trail 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.

Section Name: Sale Specific Current as of 12/18/2013 2:16:32PM



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#### TIMBER SALE INFORMATION

#### SHORT 19 ASPEN (54-018-13-01)

T29N, R03E, SEC. 21; T29N, R03E, SEC. 28.

Montmorency County (Advertised Price \$63,742.45)

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	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Sawlogs			
Mixed Aspen	143.40 MBF	\$	36.00 / MBF
Red Oak	32.90 MBF	\$	167.00 / MBF
Pulpwood			
Mixed Aspen	2,466.00 Cords	\$	12.95 / Cord
Mixed Hardwood	869.00 Cords	\$	15.00 / Cord
Red Oak	275.00 Cords	\$	15.75 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,784.80:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADVERTISED PRICE		
Sawlogs				
Mixed Hardwood	29.00 MBF	\$	56.00 / MBF	
Mixed Softwood	4.80 MBF	\$	47.00 / MBF	
Pulpwood				
Mixed Softwood	82.00 Cords	\$	23.60 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.30 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 \$3,200.00 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:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	11%
02	31%
03	4%
04	42%
05	4%
06	8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2016.

#### **Sale Specific Conditions & Requirements**

Sale Name: Short 19 Aspen Sale Number: 54-018-13-01

#### 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, teal, and orange paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Retention areas are marked with teal paint. Interior Payment Unit boundaries are marked with orange paint. The painted exterior boundary line trees are not Included Timber and are to be protected. Orange 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

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

Within Payment Unit(s) 1, 2, 3, 4, 5, and 6, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except trees marked with yellow paint.

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

Note that mixed hardwood sawlogs include: sugar maple, red maple, basswood, white ash, and white oak. Mixed hardwood pulp includes: sugar maple, american elm, white ash, beech, white oak, paper birch, black cherry, and ironwood. Mixed softwood includes: balsam fir, white pine, and red pine.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

Payment Unit(s) 2 and 4 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

#### 3.4 - Damaged Timber

#### 3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with yellow paint. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$50.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.1.6 - Road construction (1/09)

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

#### 4.1.8 - Road work (1) (8/07)

The following road work is required: An overgrown two-track exsists in PU2 that should be used to access PU1. There is a landing site located on the map as well as the old two-track location. This work will require removal of trees and some stumps. It may also require some type of fill to replair holes and low areas.

#### 4.2 - Maintenance

#### 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.

#### 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 (10/11)

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

#### 5.1.4 - Post-sale conference (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

#### 5.2.1 - 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.

#### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.11 - Coppice regeneration protection (4/10)

To promote aspen regeneration, harvesting is limited to December 1st through March 31st. Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.4 - Dead and down creation, grouse (8/13)

To encourage grouse and other wildlife, in Payment Unit(s) 1-6 leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. This can be an unmerchantable piece or a full tree.

#### 5.2.32 - Decking/landing restoration (9/11)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand.

#### 5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (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

#### 5.8.5 - Protection of raptor nests (3/13)

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 all county roads 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.

Section Name: Sale Specific Current as of 12/18/2013 2:44:30PM

Michigan Department of Natural Resources - Forest Resources Division

#### TIMBER SALE MAP

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

54-018-13-01

Sale Number

Year 13

Forest Management Unit County Mapped By Date Page of Autenrieth Cruised By 10/7/2013 Atlanta Management Unit Montmorency 1 Autenrieth Section(s) and Subdivision(s) Township Range Scale

SEC. 21 NW4, S2SW SEC. 28 NWNW, NENW, SENW, SENE

1:15,840

Density

#### Cover Type U = Upland Brush

A = Aspen B = Paper Birch

G = Grass

29N

J = Jack Pine = Lowland Brush C = Cedar LM = Lowland Mixed D = Treed Bog M = Mpl, Bch, Brch E = Swamp Hdwoods F = Spruce Fir MC = Mixed Conifer

03E

H = Hemlock O = Oak

MD = Mixed Decidious

N = Marsh P = Lowland Poplar Q = Mixed Swamp Conifer R = Red Pine S = Black Spruce

UM = Upland Mixed = Bog or Marsh W = White Pine = Non Stocked

= Water

0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well

4 = Pole Timber Poor

5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Medium 9 = Saw Timber Well

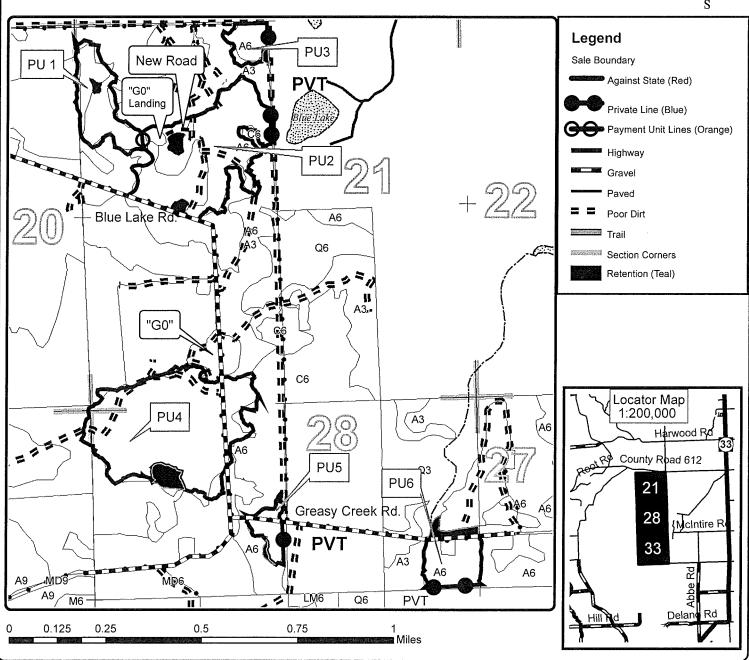
### **Short 19 Aspen**

**Compartment 018** 152 Acres

T = Tamarack

PU Stand Acres PU Stand Acres 1 2/3 15 24 65 4 2 8/10 48 5 31 6 3 7 37 6 6 12





#### TIMBER SALE INFORMATION

#### TWIN HARDWOODS (54-021-13-01)

T29N, R03E, SEC. 33.

Montmorency County (Advertised Price \$4,075.40)

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	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Basswood	6.20 MBF	\$	70.00 / MBF
Sugar Maple	0.80 MBF	\$	294.00 / MBF
White Ash	7.20 MBF	\$	64.00 / MBF
Pulpwood			
Basswood	81.00 Cords	\$	5.85 / Cord
Mixed Hardwood	67.00 Cords	\$	14.10 / Cord
Q. Aspen	31.00 Cords	\$	12.15 / Cord
White Ash	142.00 Cords	\$	8.10 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 19.89 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 \$400.00 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 44% 02 56%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2016.

#### **Sale Specific Conditions & Requirements**

Sale Name: Twin Hardwoods Sale Number: 54-021-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (10/12)

The sale boundaries are marked and identified by blue and red 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.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all ash regardless of merchantability.

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

Note that mixed hardwood pulp includes sugar maple, red maple, beech, and ironwood.

#### 2.2 - Utilization

#### 2.2.6 - Roundwood operation required (5/07)

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

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5 % of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.1.6 - Road construction (1/09)

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.

#### 4.1.8 - Road work (1) (8/07)

The following road work is required: Eberly Road is narrow and will require work to improve the accessibility of Unit 2. In addition a turn around will need to be added within Unit 2 for logging trucks to turn around on. The road work cost is the responsibility of the producer.

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

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

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

#### 5.1.4 - Post-sale conference (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

#### 5.2.1 - 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 10 feet from the cleared right-of-way of forest roads.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.3.9 - Beech hauling restriction (3/11)

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

#### 5.2.31 - Landing locations (9/13)

Required landing areas are marked on the Timber Sale Map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

#### 5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or 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.

#### 5.4.3 - Erosion control (12/08)

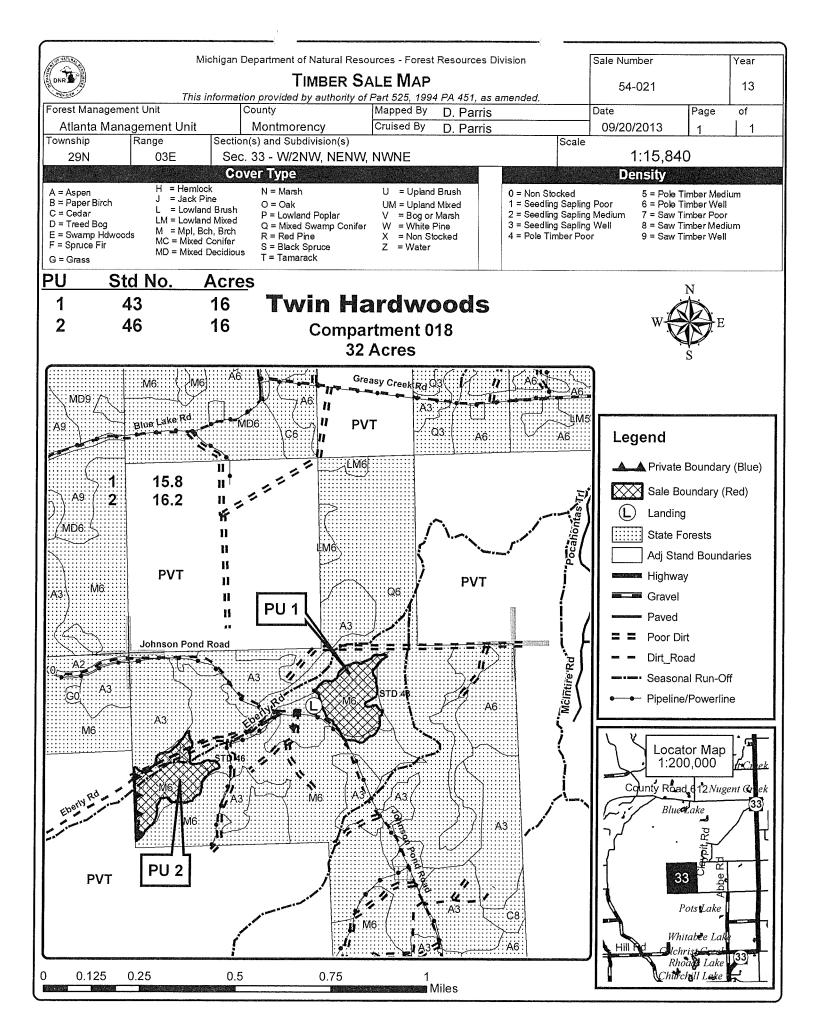
Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

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.

Section Name: Sale Specific Current as of 12/3/2013 2:44:46PM



#### TIMBER SALE INFORMATION

#### MUSTARDS LAST STAND (54-028-13-01)

T31N, R02E, SEC. 16; T31N, R02E, SEC. 17; T31N, R02E, SEC. 20; T31N, R02E, SEC. 21.

SALE NOTE: This is a re-advertisement and prices have been lowered by thirty percent. The sale has Emerald Ash Borer and Beech Bark Disease damage and is recommended that harvesting occurs soon to prevent further deterioration of the product.

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	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Sawlogs			
Basswood	48.40 MBF	\$	55.00 / MBF
Sugar Maple	7.00 MBF	\$	230.00 / MBF
White Ash	58.60 MBF	\$	37.00 / MBF
Pulpwood			
Basswood	342.00 Cords	\$	4.40 / Cord
Beech	605.00 Cords	\$	5.20 / Cord
Mixed Aspen	246.00 Cords	\$	11.20 / Cord
Mixed Hardwood	626.00 Cords	\$	10.65 / Cord
White Ash	1,305.00 Cords	\$	4.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,405.30:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
B. T. Aspen	4.00 MBF	\$	40.00 / MBF
Beech	19.70 MBF	\$	31.00 / MBF
Red Maple	6.20 MBF	\$	54.00 / MBF
Red Oak	9.80 MBF	\$	119.00 / MBF
Pulpwood			
Mixed Softwood	9.00 Cords	\$	16.80 / Cord
Paper Birch	64.00 Cords	\$	7.65 / Cord
Red Oak	44.00 Cords	\$	11.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.53 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 **\$2,300.00** 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:

, ,	3 3
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	3%
02	2%
03	10%
04	4%
05	27%
06	16%
07	35%
08	3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2016.

#### **Sale Specific Conditions & Requirements**

Sale Name: Mustards Last Stand Sale Number: 54-028-13-01

#### 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. 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. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 8, 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.

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

Within Payment Unit(s) 2, 3, 5, and 6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also cut all ash and beech unless marked with green paint.

#### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 4 and 7, all ash and beech trees are designated for cutting regardless of merchantability unless marked with green paint.

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

Note that paper birch pulp includes paper birch saw and paper birch pulp. Mixed softwood includes balsam fir and cedar.

#### 2.2 - Utilization

#### 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 2, 3, 4, 5, 6, and 7. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

Payment Unit(s) 5-7 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 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.

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

#### 4.2 - Maintenance

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Crushed limestone gravel will be required as a fill material on any exsisting roads which require maintenance.

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

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

#### 5 - Operations

#### 5.1 - Notification

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

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

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

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

#### 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

#### 5.2.1 - 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.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 2-7, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.3.9 - Beech hauling restriction (3/11)

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

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

#### 5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (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.

#### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

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.

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.6 - Forest health extension (6/13)

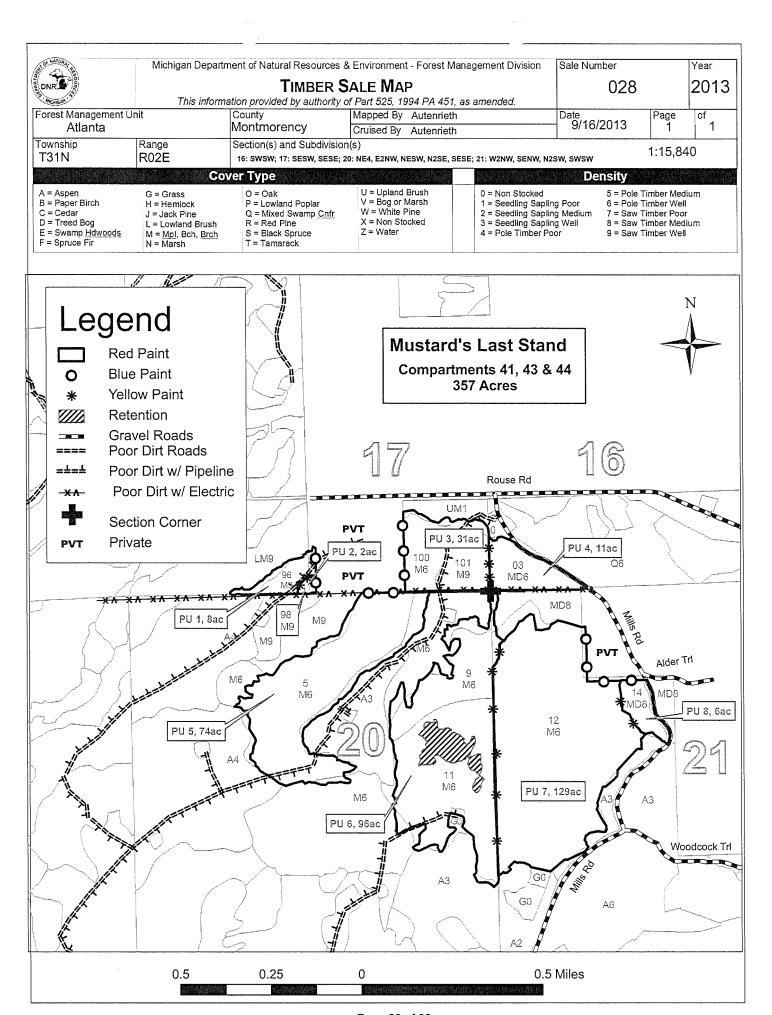
This sale contains trees infected with Emerald Ash Borer and Beech Bark Disease. It is considered at high risk for mortality and/or loss of timber value. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The forest health extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

#### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from Emerald Ash Borer and Beech Bark Disease. 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 11/15/2013 4:38:04PM



EEDEDVI ID:

#### **BID FORM**

#### HUNT CREEK ASPEN AND OAK (54-009-13-01)

T29N, R02E, SEC. 25; T29N, R02E, SEC. 26; T29N, R02E, SEC. 34; T29N, R02E, SEC. 35, Montmorency County

In response to the notice of sale to be held 10:00 a.m. (local time) on February 11, 2014, 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	<u>ESTIMATE</u>	D UNITS*	AD\	VERTISED PRICE	BID P	RICE
Sawlogs						
Mixed Aspen	105.60	MBF	\$	71.00 / MBF	\$	/ MBF
Red Oak	107.90	MBF	\$	165.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	956.00	Cords	\$	15.55 / Cord	\$	/ Cord
Mixed Hardwood	918.00	Cords	\$	14.80 / Cord	\$	/ Cord
Red Oak	534.00	Cords	\$	15.50 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$9,074.70:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVE	ERTISED PRICE
Sawlogs				
Beech	4.60	MBF	\$	60.00 / MBF
Mixed Hardwood	4.10	MBF	\$	56.00 / MBF
Red Maple	27.50	MBF	\$	74.00 / MBF
White Ash	7.30	MBF	\$	70.00 / MBF
White Oak	10.60	MBF	\$	52.00 / MBF
Pulpwood				
Beech	100.00	Cords	\$	8.65 / Cord
Mixed Softwood	137.00	Cords	\$	23.30 / Cord
White Ash	45.00	Cords	\$	7.50 / Cord
White Oak	171.00	Cords	\$	6.30 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.22 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.

OF SOCIAL SECUDITY NUMBER.

		0 0001AL 0L00			
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.	
ndividual	or company representative's signatur	re:		Date:	_
Phone nu	mber:	Email (c	optional):		_



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 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 significant	gnatures.				
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check <u>one</u> of the karange	ooxes below):				
2.	Worker's Compensation Laws.	has no employees but the sole proprietor. I am not subject to the				
	Notice of Exclusion (BWC-337, Rev. 5/96). I will provid award. (For questions or a copy of the BWC-337, please	the Worker's Compensation Act through the use of an approved e a copy of the Notice of Exclusion within 21 days of the contract call the Worker's Compensation Bureau at 517-322-1195).  Policy. I will provide an original Certificate of Insurance within 21				
3.	days of the contract award.  If you have checked item 2(A) or 2(B), you <b>must</b> indicate to	he number of <b>both</b> full-time and part-time employees, other				
	than yourself, including family members and active partner	s (il none, you must enter 0).				
	Full-time Employees	Part-time Employees				
Nam	ne of Business	Federal ID (or) Social Security No.				
Add	ress	Telephone ( )				
City	State	ZIP				
	ereby certify that the above information is true and correct. Fur in factors affecting my coverage during any of my prese					
5	Signature of Owner or Authorized Representative					
-	Title	Date				

#### **BID FORM**

#### SHORT 19 ASPEN (54-018-13-01)

T29N, R03E, SEC. 21; T29N, R03E, SEC. 28, Montmorency County

In response to the notice of sale to be held 10:00 a.m. (local time) on February 11, 2014, 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	<u>ESTIMATEI</u>	D UNITS*	AD\	/ERTISED PRICE	BID PR	<u>ICE</u>
Sawlogs						
Mixed Aspen	143.40	MBF	\$	36.00 / MBF	\$	/ MBF
Red Oak	32.90	MBF	\$	167.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	2,466.00	Cords	\$	12.95 / Cord	\$	/ Cord
Mixed Hardwood	869.00	Cords	\$	15.00 / Cord	\$	/ Cord
Red Oak	275.00	Cords	\$	15.75 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,784.80:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADV	ADVERTISED PRICE		
Sawlogs					
Mixed Hardwood	29.00 MBF	\$	56.00 / MBF		
Mixed Softwood	4.80 MBF	\$	47.00 / MBF		
Pulpwood					
Mixed Softwood	82.00 Cords	\$	23.60 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.30 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.

ĺ					
	FEDERAL ID:	or SOCIAL SEC	CURITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAIL	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.				
ndividual	or company representative's signature	re:		Date:	
Phone nu	mber:	Email	(optional):		



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 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 signal	tures.				
Ple	Please Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxe     A. ☐ Sole Proprietorship (individual)     B. ☐ Partnership     C. ☐ Corporation	es 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 Worker's Compensation Laws.</li> </ul>	no employees but the sole proprietor. I am not subject to the				
	B.  I certify that my business has satisfied its obligation to the					
3.	days of the contract award.	number of <b>both</b> full-time and part-time employees, other				
	Full-time Employees	Part-time Employees				
Nan	ame of Business Fed	eral ID (or) Social Security No.				
Add	ddress Tele (	ephone )				
City	ty State ZIP					
	hereby certify that the above information is true and correct. I a ccur in factors affecting my coverage during any of my present a					
	Signature of Owner or Authorized Representative					
-	Title	Date				

#### **BID FORM**

## TWIN HARDWOODS (54-021-13-01) T29N, R03E, SEC. 33, Montmorency County

In response to the notice of sale to be held 10:00 a.m. (local time) on February 11, 2014, 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	<u>ESTIMATE</u>	D UNITS*	AD'	VERTISED PRICE	<u>BID F</u>	RICE
Sawlogs						
Basswood	6.20	MBF	\$	70.00 / MBF	\$	/ MBF
Sugar Maple	0.80	MBF	\$	294.00 / MBF	\$	/ MBF
White Ash	7.20	MBF	\$	64.00 / MBF	\$	/ MBF
Pulpwood						
Basswood	81.00	Cords	\$	5.85 / Cord	\$	/ Cord
Mixed Hardwood	67.00	Cords	\$	14.10 / Cord	\$	/ Cord
Q. Aspen	31.00	Cords	\$	12.15 / Cord	\$	/ Cord
White Ash	142.00	Cords	\$	8.10 / Cord	\$	/ 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 SOCI	AL SECURITY NUMBER	R:
Company or individual bide	ding:		
Company representative's	name:		
Address:			
City:	State:	Zip:	
			PECTUS IN THE ABOVE BOX.
ual or company representative	's signature:		Date:
···· - · · · · · · · · · · · · · · · ·			

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 19.89 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.



Name of Business

Address

City

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:	

•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.						
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed except for written signatures.						
Ple	ase Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):						
	A. Sole Proprietorship (individual)						
	B. Partnership						
	C. Corporation						
2.	You <b>must</b> check <u>one</u> 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 <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						

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Federal ID (or) Social Security No.

Telephone

ZIP

State

#### **BID FORM**

#### MUSTARDS LAST STAND (54-028-13-01)

T31N, R02E, SEC. 16; T31N, R02E, SEC. 17; T31N, R02E, SEC. 20; T31N, R02E, SEC. 21, Montmorency County

In response to the notice of sale to be held 10:00 a.m. (local time) on February 11, 2014, 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>ESTIMATE</b>	D UNITS*	AD'	VERTISED PRICE	BID PR	ICE
48.40	MBF	\$	55.00 / MBF	\$	/ MBF
7.00	MBF	\$	230.00 / MBF	\$	/ MBF
58.60	MBF	\$	37.00 / MBF	\$	/ MBF
342.00	Cords	\$	4.40 / Cord	\$	/ Cord
605.00	Cords	\$	5.20 / Cord	\$	/ Cord
246.00	Cords	\$	11.20 / Cord	\$	/ Cord
626.00	Cords	\$	10.65 / Cord	\$	/ Cord
1,305.00	Cords	\$	4.50 / Cord	\$	/ Cord
	48.40 7.00 58.60 342.00 605.00 246.00 626.00		48.40 MBF \$ 7.00 MBF \$ 58.60 MBF \$  342.00 Cords \$ 605.00 Cords \$ 246.00 Cords \$ 626.00 Cords \$	48.40 MBF \$ 55.00 / MBF 7.00 MBF \$ 230.00 / MBF 58.60 MBF \$ 37.00 / MBF  342.00 Cords \$ 4.40 / Cord 605.00 Cords \$ 5.20 / Cord 246.00 Cords \$ 11.20 / Cord 626.00 Cords \$ 10.65 / Cord	48.40 MBF \$ 55.00 / MBF \$ 7.00 MBF \$ 230.00 / MBF \$ 230.00 / MBF \$ 37.00 / MBF \$ 37.00 / MBF \$ 342.00 Cords \$ 4.40 / Cord \$ 4.40 / Cord \$ 246.00 Cords \$ 11.20 / Cord \$ 4.40 / Cord \$ 4.

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,405.30:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawlogs				
B. T. Aspen	4.00	MBF	\$	40.00 / MBF
Beech	19.70	MBF	\$	31.00 / MBF
Red Maple	6.20	MBF	\$	54.00 / MBF
Red Oak	9.80	MBF	\$	119.00 / MBF
Pulpwood				
Mixed Softwood	9.00	Cords	\$	16.80 / Cord
Paper Birch	64.00	Cords	\$	7.65 / Cord
Red Oak	44.00	Cords	\$	11.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.53 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 SECURITY NUMBER:				
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
ndividual or company representative's signature: Date:					
Phone nu	Phone number : Email (optional):				_



Michigan Department of Natural Resources & Environment Forest Management Division

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

Sale Numb	er (XX – XXX – XX – XX)	
Forest Mar	agement Unit:	

FOR DEPARTMENT USE ONLY

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

	VERIFICATION OF WO	RKER'S DISABILI	TY COMPENSATION ACT COMPLIANCE		
<ul> <li>This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the sale contract.</li> </ul>					
<ul> <li>In addition, if boxes 2B or 2C are checked, then Notice of Exclusions days of the contract award and prior to the issuance of the timbe</li> </ul>					
•	All Information must be typed or printed e	except for written si	gnatures.		
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 I	poxes below):		
2.	Worker's Compensation Laws.  B. I certify that my business has satis Notice of Exclusion (BWC-337, Revaward. (For questions or a copy of the second sec	oroprietorship and it offied its obligation to office 5/96). I will provide the BWC-337, please	has no employees but the sole proprietor. I am not subject to the the Worker's Compensation Act through the use of an approved le a copy of the Notice of Exclusion within 21 days of the contract e call the Worker's Compensation Bureau at 517-322-1195). In Policy. I will provide an original Certificate of Insurance within 21		
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members Full-time Er	and active partne	the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0").  Part-time Employees		
Nam	ne of Business		Federal ID (or) Social Security No.		
Address			Telephone ( )		
City State			ZIP		

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

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

Signature of Owner or Authorized Representative

Title Date