

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #5182**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on August 20, 2014. LOCATION: BALDWIN FIELD OFFICE, 2468 WEST 24TH ST, BALDWIN, MI 49304.

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

FOLDING CHAIR ASPEN (63-011-14-01) / T18N, R08W, SEC. 05, NWNW, SWNW, NENW.

T18N, R08W, SEC. 06, E1/2NE, N1/2SE.

Osceola County, Advertised Price \$81,444.60, 105.0 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.

MOUNTAIN GOAT OAK (63-012-14-01) / T18N, R08W, SEC. 06, S1/2NW1/4,NWNE.

Osceola County, Advertised Price \$78,486.68, 97.0 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.

HAIRY BEAST PINE (63-033-12-01) / T20N, R12W, SEC. 03, SWSE.

T20N, R12W, SEC. 04, NWNW, SWNW.

Lake County, Advertised Price \$9,855.20, 28.0 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.

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

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

Bids must be received by the Unit Manager, BALDWIN OFFICE, 2468 WEST 24TH ST, BALDWIN, MI 49304, no later than 3:00 p.m. (local time) on August 20, 2014. For further information concerning this sale, contact Mike Lesinski at 231-745-4651 extension 6941.

# 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

#### FOLDING CHAIR ASPEN (63-011-14-01)

T18N, R08W, SEC. 05; T18N, R08W, SEC. 06.

Osceola County (Advertised Price \$81,444.60)

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			
Mixed Aspen	284.50 MBF	\$	56.00 / MBF
Pulpwood			
Mixed Aspen	2,916.00 Cords	\$	18.60 / Cord
Red Maple	573.00 Cords	\$	11.70 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,570.90:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Black Cherry	4.70 MBF	\$	261.00 / MBF
Red Maple	25.50 MBF	\$	111.00 / MBF
Pulpwood			
Black Cherry	47.00 Cords	\$	10.70 / Cord
White Ash	2.00 Cords	\$	5.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.36 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 \$4,100.00 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

50% 02 50%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2016.

# **Sale Specific Conditions & Requirements**

Sale Name: Folding Chair Aspen Sale Number: 63-011-14-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (1/14)

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. 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 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization except oak and beech. Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

Payment Unit(s) 1 and 2 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

#### 4.1.12 - 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 on site 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 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

#### 5.2.1 - Slash

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

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

# 5.2.1.8 - Slash height (12/08)

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

# 5.2.3.4 - Oak wilt restriction (6/10)

Within Payment Unit(s) 1 and 2 unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.2.4 - 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 and 2 leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

# 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

#### 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.

#### 5.4.4 - Slope protection (2/04)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or hay bales as soon as use is complete to prevent erosion.

# 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.

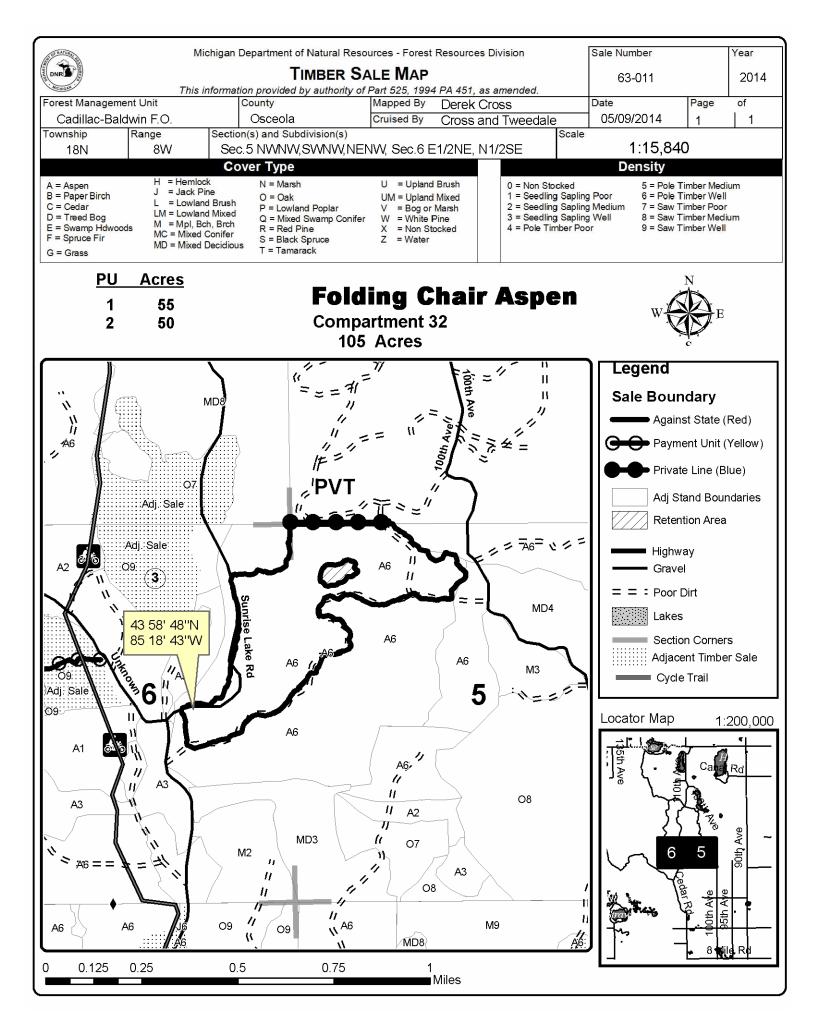
### 6 - Safety and Fire Prevention

# 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on all affected 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 7/21/2014 2:22:28PM



#### TIMBER SALE INFORMATION

#### MOUNTAIN GOAT OAK (63-012-14-01)

T18N, R08W, SEC. 06.

Osceola County (Advertised Price \$78,486.68)

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>	<u>AD\</u>	ERTISED PRICE
Sawlogs			
Mixed Aspen	103.80 MBF	\$	51.00 / MBF
Red Oak	264.50 MBF	\$	161.00 / MBF
Pulpwood			
Mixed Aspen	320.10 Cords	\$	19.10 / Cord
Mixed Hardwood	608.30 Cords	\$	11.55 / Cord
Red Oak	957.80 Cords	\$	13.60 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,442.52:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	<u>'ERTISED PRICE</u>
Sawlogs			
Mixed Hardwood	27.10 MBF	\$	93.00 / MBF
White Oak	15.90 MBF	\$	51.00 / MBF
Pulpwood			
White Oak	113.40 Cords	\$	9.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.39 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 \$3,950.00 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	33%
02	33%
03	34%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2016.

# **Sale Specific Conditions & Requirements**

Sale Name: Mountain Goat Oak Sale Number: 63-012-14-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow 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.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1, 2 and 3 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

#### 4.1.12 - 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 on site between the Purchaser and sale administrator is required prior to beginning any operations The Unit Manager or his/her representative must be contacted at least 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

#### 5.2.1 - Slash

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

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

# 5.2.2 - Hazard Trees/Snags

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

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

# 5.2.3 - Operating Restrictions

#### 5.2.3.4 - Oak wilt restriction (6/10)

Within Payment Unit(s) 1, 2 and 3 unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.2.4 - 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, 2 and 3 leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

# 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)

The Evart cycle trail is an MCCCT trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange trail 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 cycle trail or route as the centerline. Do not run equipment down the cycle trail. Skidding across the trail or route may only occur in locations approved by the sale administrator.

#### 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.

#### 5.4.4 - Slope protection (2/04)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or hay bales as soon as use is complete to prevent erosion.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

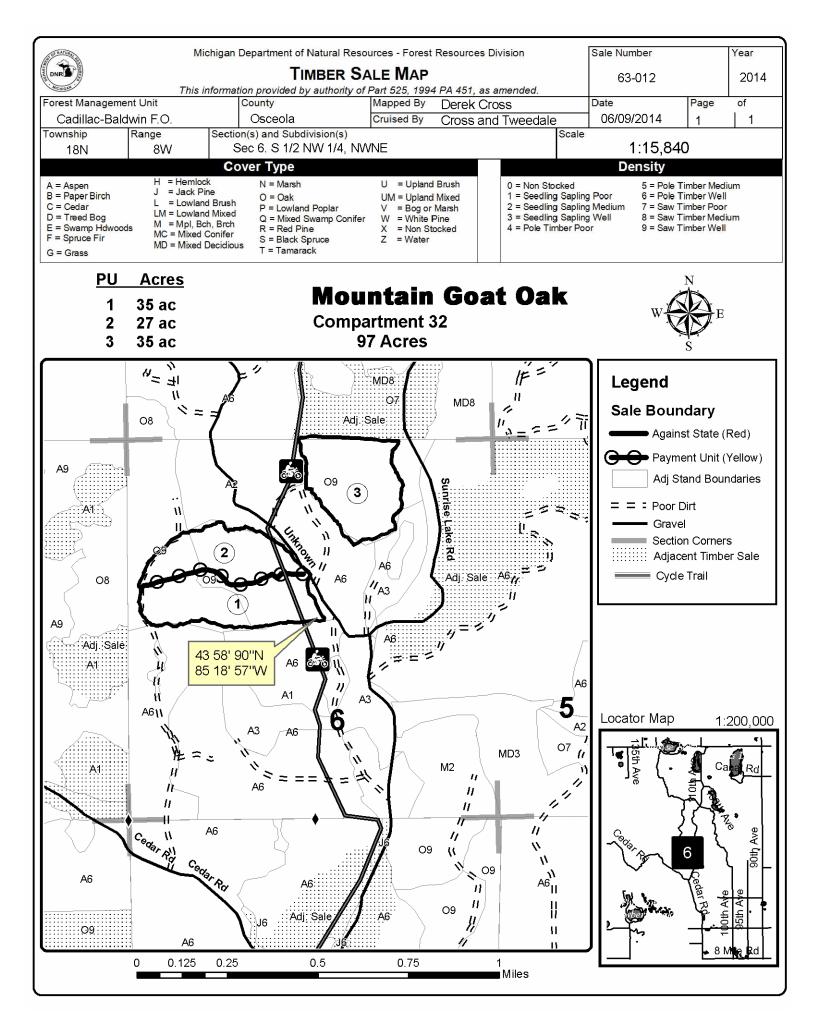
# 6.2.1 - Road posting (9/09)

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

# 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the Evart cycle trail prior to beginning operations. The trail must be posted 200 feet 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 7/21/2014 11:13:39AM



#### TIMBER SALE INFORMATION

#### HAIRY BEAST PINE (63-033-12-01)

T20N, R12W, SEC. 03; T20N, R12W, SEC. 04.

Lake County (Advertised Price \$9,855.20)

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 Oak	10.90 MBF	\$	87.00 / MBF
Pulpwood			
Jack Pine	326.00 Cords	\$	9.90 / Cord
Red Pine	131.00 Cords	\$	36.30 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$924.20:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs			
White Pine	2.40 MBF	\$	47.00 / MBF
Pulpwood			
Black Cherry	2.00 Cords	\$	10.30 / Cord
Mixed Oak	76.00 Cords	\$	7.20 / Cord
White Pine	29.00 Cords	\$	8.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.19 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 \$1,550.00 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 25%

01 25% 02 75%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2016.

# Sale Specific Conditions & Requirements

#### Sale Name: Hairy Beast Pine Sale Number: 63-033-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (1/14)

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) # 1, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Exception: Do not cut trees marked with green paint above and below stump height.

# 2.1.8 - Designated plantation row unit(s) (12/08)

Within Payment Unit(s) # 2, all Red Pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence.

#### 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

#### 3 - Payments

# 3.6 - Payment Unit Cutting Schedule

#### 3.6.2 - One active unit (12/08)

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

# 4 - Transportation

# 4.1 - Construction

# 4.1.7 - 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 double earthen berms at strategic locations. Contact the sale administrator for specific details of design and placement.

# 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

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

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

# 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.4 - Oak wilt restriction (6/10)

Within Payment Unit(s) # 1unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

# 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.

#### 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 Old M-63 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.

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

Section Name: Sale Specific Current as of 6/12/2014 2:58:28PM

A = Aspen B = Pager (Birch B = Pager (Birch D = Treed Bog E = Swarrey Fideroods F = Spinuse Fir   A = Aspen O = Oak H = Hemiock H = Hemiock D = Treed Bog E = Swarrey Fideroods F = Spinuse Fir  A = Red Pine L = Lowland Brank M = Mg, Bch, Bch Bch N = Marish  A = Mg, Bch, Bch D = Treed Bog E = Swarrey Fideroods F = Spinuse Fir   A = Red Pine L = Lowland Brank M = Mg, Bch, Bch, Bch N = Red Pine E = Red Pine L = Valler  A = Polio Timber Medium S = Saw Timber Medi	Forest Management Unit Cadillac Township Range	Time This information provided by au  County Lake Section(s) and Sul	ources & Environment - Forest Man  BER SALE MAP  thority of Part 525, 1994 PA 451, a  Mapped By Lesinski \ G  Cruised By Lesinski \ G  bdivision(s)  NWNW, SWNW,	s amended. rieshop rieshop	Sale Number 63-033-1 Date 8/2/12 ec. 3	Page of	1
HAIRY BEAST PINE LAKE COUNTY 28 ACRES  Powerline  Power	A = Aspen	Cover Type  Grass O = Oak emilock P = Lowland Pople lock Pine Q = Mixed Swamp owland Brush ppl, Bch, Brch S = Black Spruce	or V = Bog or Marsh or Cnfr W = White Pine X = Non Stocked	1 = Seedling Sapling 2 = Seedling Sapling 3 = Seedling Sapling	5 = Pole	Timber Well Timber Poor Timber Medium	
9 10	J6 J3 PVT	Unit 1 19 Acres	LAKE COUNTY 28 ACRES  Powerline		it 2 cres	N W S	>E
Timber Sale Boundary (Red Line County Roads  Two Tracks  ORV \ Snowmobile Trails  0.5 0.25 0 0.5 Miles				Legend Timl —— Cou	nty Roads Tracks / \ Snowmobile		ne)

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

# FOLDING CHAIR ASPEN (63-011-14-01) T18N, R08W, SEC. 05; T18N, R08W, SEC. 06, Osceola County

In response to the notice of sale to be held 3:00 p.m. (local time) on August 20, 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	ESTIMATED UNITS	<u>AD\</u>	VERTISED PRICE	BID PR	<u>ICE</u>
Sawlogs					
Mixed Aspen	284.50 MBF	\$	56.00 / MBF	\$	/ MBF
Pulpwood					
Mixed Aspen	2,916.00 Cords	\$	18.60 / Cord	\$	/ Cord
Red Maple	573.00 Cords	\$	11.70 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,570.90:

PRODUCTS & SPECIES	<b>ESTIMATED</b>	UNITS*	AD\	/ERTISED PRICE
Sawlogs				
Black Cherry	4.70	MBF	\$	261.00 / MBF
Red Maple	25.50	MBF	\$	111.00 / MBF
Pulpwood				
Black Cherry	47.00	Cords	\$	10.70 / Cord
White Ash	2.00	Cords	\$	5.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.36 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 SECU	JRITY NUMBER:					
	Company or individual bidding:							
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
F AVAIL	ABLE, PLEASE PLACE THE PERSOI	NALIZED LABEL FROM	I YOUR PROSPECTUS IN T	THE ABOVE BOX.				
ndividual	or company representative's signatur	re:		Date:				
hone nu	mber :	Email (	optional):					



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 e	xcept for written sig	natures.					
Ple	ease Check Appropriate Categories:							
1.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>							
2.	<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				
Name of Business			Federal ID (or) Social Security	No.				
Address			Telephone					
City		State	ZIP					
000	ereby certify that the above information is our in factors affecting my coverage during							

Date

#### **BID FORM**

# MOUNTAIN GOAT OAK (63-012-14-01) T18N, R08W, SEC. 06, Osceola County

In response to the notice of sale to be held 3:00 p.m. (local time) on August 20, 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	ESTIMATED UNITS*		AD	VERTISED PRICE	BID PRIC	<u>E</u>
Sawlogs						
Mixed Aspen	103.80	MBF	\$	51.00 / MBF	\$	/ MBF
Red Oak	264.50	MBF	\$	161.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	320.10	Cords	\$	19.10 / Cord	\$	/ Cord
Mixed Hardwood	608.30	Cords	\$	11.55 / Cord	\$	/ Cord
Red Oak	957.80	Cords	\$	13.60 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,442.52:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	ADVERTISED PRICE		
Sawlogs					
Mixed Hardwood	27.10 MBF	\$	93.00 / MBF		
White Oak	15.90 MBF	\$	51.00 / MBF		
Pulpwood					
White Oak	113.40 Cords	\$	9.80 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.39 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:	R:								
	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 s	Date:								
Phone number : Email (optional):										



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 sale contract.	d within 21	days of c	ontract awa	ard and prior to the issuance of th	e 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 except for	r written si	gnatures.					
Ple	ease Check Appropriate Categories:							
<ol> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ol>								
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietor Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its o Notice of Exclusion (BWC-337, Rev. 5/96). award. (For questions or a copy of the BWC-C.  I certify that my business has a Worker's Condays of the contract award.</li> </ul>	bligation to I will provid 337, please	the Work le a copy e call the V	ker's Compe of the Notic Vorker's Co	ensation Act through the use of an ce of Exclusion within 21 days of the ompensation Bureau at 517-322-119	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.			
Address			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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

# HAIRY BEAST PINE (63-033-12-01) T20N, R12W, SEC. 03; T20N, R12W, SEC. 04, Lake County

In response to the notice of sale to be held 3:00 p.m. (local time) on August 20, 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>	O UNITS*	ADV	ERTISED PRICE	BID P	RICE
Sawlogs				<u> </u>		
Mixed Oak	10.90	MBF	\$	87.00 / MBF	\$	/ MBF
Pulpwood						
Jack Pine	326.00	Cords	\$	9.90 / Cord	\$	/ Cord
Red Pine	131.00	Cords	\$	36.30 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$924.20:

<b>ESTIMATED UNITS</b>	* ADVERTISED PRICE
2.40 MBF	\$ 47.00 / MBF
2.00 Cords	\$ 10.30 / Cord
76.00 Cords	\$ 7.20 / Cord
29.00 Cords	\$ 8.40 / Cord
	2.40 MBF 2.00 Cords 76.00 Cords

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.19 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:		$_{ extstyle }$ or SOCIAL SECURITY N	NUMBER:		Ш
	Company or indiv	ridual bidding:				
	Company represe	entative's name:				
	Address:					
	City:	Stat	re:Zip:			
IF AVAIL	ABLE, PLEASE PL	ACE THE PERSONALIZ	ZED LABEL FROM YOUR	PROSPECTUS IN T	HE ABOVE BOX.	_
Individua	l or company repres	sentative's signature:		Date:		
Phone nu				):		



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 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	boxes be	low):	:			
<ol> <li>You must check one of the boxes below:</li> <li>I certify that my business is a sole proprietorship and it is 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 provide award. (For questions or a copy of the BWC-337, please</li> </ol>				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) So	Social Security No.			
Add	Address			)				
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