

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5009**

SCHEDULED SALE DATE AND TIME: 11:00 a.m. (local time) on February 26, 2014. LOCATION: GLADWIN MGMT UNIT, 801 N SILVERLEAF, GLADWIN, MI 48624.

PROSPECTUS NOTE: Please be aware that most of these sales will require some culvert and road prep.

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

CORNWELL HARVEST (73-001-13-01) / T20N, R03W, SEC. 18, S1/2NE:SE1/4:E1/2SW:.

T20N, R03W, SEC. 19, NE1/4:SE1/4:.

T20N, R03W, SEC. 30, NENE:.

T20N, R03W, SEC. 33, SE1/4:SW1/4:.

Clare County, Advertised Price \$349,348.50, 515.0 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.

COMP 2 NORTH (73-021-13-01) / T20N, R03W, SEC. 05, NE1/4: SE1/4:.

T20N, R03W, SEC. 06, NW1/4:.

T20N, R03W, SEC. 08, NE1/4: SE1/4:.

Clare County, Advertised Price \$157,448.70, 243.0 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, GLADWIN OFFICE, 801 N SILVERLEAF, GLADWIN, MI 48624, no later than 11:00 a.m. (local time) on February 26, 2014. For further information concerning this sale, contact Jason Hartman at 989-426-9205 extension 7640.

#### 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

#### CORNWELL HARVEST (73-001-13-01)

T20N, R03W, SEC. 18; T20N, R03W, SEC. 19; T20N, R03W, SEC. 30; T20N, R03W, SEC. 33.

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>AD\</u>	/ERTISED PRICE
Sawlogs			
Mixed Aspen	334.30 MBF	\$	43.00 / MBF
Mixed Oak	83.50 MBF	\$	150.00 / MBF
Red Pine	864.40 MBF	\$	127.00 / MBF
Pulpwood			
Mixed Aspen	2,361.00 Cords	\$	17.80 / Cord
Red Maple	1,706.00 Cords	\$	8.80 / Cord
Red Pine	2,762.00 Cords	\$	50.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$16,150.20:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	VERTISED PRICE
Sawlogs			
Mixed Hardwood	28.20 MBF	\$	91.00 / MBF
Red Maple	82.30 MBF	\$	68.00 / MBF
Red Oak	9.50 MBF	\$	236.00 / MBF
White Oak	7.10 MBF	\$	44.00 / MBF
Pulpwood			
Mixed Hardwood	278.00 Cords	\$	10.00 / Cord
Mixed Oak	268.00 Cords	\$	9.90 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 5.66 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 \$17,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

. ,	
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	6%
02	3%
03	5%
04	12%
05	14%
06	18%
07	12%
08	2%
09	8%
10	6%
11	14%

- 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: Cornwell Harvest Sale Number: 73-001-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The Sale Boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. 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.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 3 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.

EXCEPTION: Within Units 3 and 11, do not cut or damage any cedar trees, hemlock trees or green painted trees.

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

Within Payment Unit(s) 1, 2, 4, 5, 6, 7, 8, 9 and 10, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

ADDITION: Within Unit 1, cut all red pine trees that are ten (10) inches or less in diameter measured at a point four and one half (4 - 1/2) feet above ground level regardless of merchantability.

#### 2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 100 feet of the cleared portion of designated county roads. These trees may be utilized.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall be cut as low to the ground as possible. Unless approved by the Unit Manager or his/her representative stump heights shall not exceed 6 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

#### 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) 6 - 10. (Red pine plantations) All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length. Unless permission granted from timber sale administrator.

#### 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.

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300.00 dollars per acre for all acreage within that specified portion of the sale area that was damaged.

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

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.1.7 - 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 the placement of stumps and slash into the road, throughout the length of routes to be closed. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance may be needed: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur. Contact timber sale administrator for specific road maintenance details.

#### 4.2.6 - Water diversion ditches (8/13)

Water diversions must be constructed along haul routes prior to hauling. The diversion ditches must be excavated to an elevation approximately 1 foot lower than the center of the road. Soil cannot be piled. Contact timber sale administrator for specific water diversion details.

#### 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.

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

The Purchaser is responsible for contacting the pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines. There is a Mich Con natural gas pipeline along the east boundary of Unit 11. West of Athey Ave.

#### 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 20 feet back from the blue paint line. All slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

#### 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) 6 - 10, 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.

#### 5.2.3.4 - 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.

#### 5.2.3.6 - 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.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

EXCEPTION: All standing dead trees within 100' of the cleared portion of county roads are to be cut and may be utilized.

#### 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) 11, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is to prevent rutting on heavy clay soils.

#### 5.4 - Soil Protection

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

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

Section Name: Sale Specific Current as of 9/25/2013 8:34:35AM

#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management

#### TIMBER SALE MAP

Sale Number Year 73-001-13-01 2013

PR 4030-1b (Rev. 05/24/2007)

This information provided by authority of Part 525 of Act 451, PA 1994, as amended. Forest Management Unit County Page of Marked & Cruised By **UMLMWS; TODD GREEN** 08/21/2013 **GLADWIN UNIT** CLARE 2 Mapped By T. GALLAGHER 1 Township Range Section(s) and Subdivision(s) Timber Sale Administrator: Tim Gallagher Scale: |...1 inch......| = 1/4 mile T20N **R03W** SECTIONS; 18, 19, 30 & 33. SUBDIVISIONS; Various Density Cover Type A = Aspen G = Grass O = Oak 5 = Pole Timber Medium U = Upland Brush 0 = Non Stocked V = Bog or Marsh W = White Pine B = Paper Birch H = Hemlock P = Lowland Poplar 6 = Pole Timber Well 1 = Seedling Sapling Poor C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr 2 = Seedling Sapling Medium 7 = Saw Timber Poor D = Treed Bog L = Lowland Brush R = Red Pine X = Non Stocked 8 = Saw Timber Medium 3 = Seedling Sapling Well E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir N = Marsh = Tamarack **CORNWELL HARVEST:** Clare County - Acres: 515 **Compartment 2** AC. ASE コロジュん **ACRES:** Unit 1-31 Acres (nC Unit 2 - 14 Acres Unit 3 - 25 Acres MAPLE Unit 4 - 60 Acres Unit 5 - 76 Acres Unit 6 - 97 Acres Unit 7 – 58 Acres MG Unit 8 – 11 Acres Unit 9-41 Acres Cylunic C Unit 10 - 34 Acres Unit 11 - 68 Acres MC KEY: Sale Boundary - Red Paint Sale Boundary - Blue Paint Unt (? Unit Line - Yellow Paint A3 Survey Corner Possible Landing Location Road Closure LAKE しじゃら



**T20N** 

#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management

#### TIMBER SALE MAP

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

Sale Number 73-001-13-01

Year **2013** 

Forest Management Unit

County

Marked & Cruised By

UMLMWS; TODD GREEN

Date

08/21/2013

Page of

08/21/2013

2 2

Township

Range

Soction(s) and Subdivision(s)

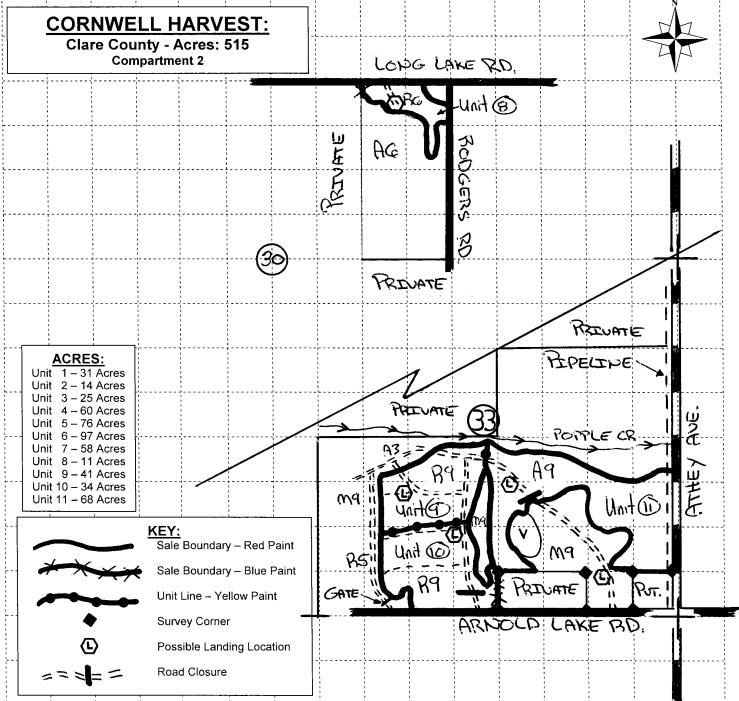
Timber Sale Administrator, Tim Gallaghed

Range Section(s) and Subdivision(s) Timber Sale Administrator: Tim Gallagher

803W SECTIONS; 18, 19, 30 & 33. SUBDIVISIONS; Various

Scale: |...1 inch......| = 1/4 mile

Density Cover Type G = Grass O = Oak U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium A = Aspen B = Paper Birch H = Hemlock P = Lowland Poplar V = Bog or Marsh 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 2 = Seedling Sapling Medium 7 = Saw Timber Poor D = Treed Bog L = Lowland Brush R = Red Pine X = Non Stocked 3 = Seedling Sapling Well 8 = Saw Timber Medium E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir N = Marsh T = Tamarack



PR 4030-1b (Rev. 05/24/2007)

#### TIMBER SALE INFORMATION

#### COMP 2 NORTH (73-021-13-01)

 $\label{eq:t20N} \mbox{T20N, R03W, SEC. 05; T20N, R03W, SEC. 06; T20N, R03W, SEC. 08.}$ 

Clare County (Advertised Price \$157,448.70)

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	176.00 MBF	\$	45.00 / MBF
Mixed Oak	341.50 MBF	\$	164.00 / MBF
Red Oak	81.40 MBF	\$	230.00 / MBF
Pulpwood			
Mixed Aspen	1,752.00 Cords	\$	18.10 / Cord
Mixed Oak	1,157.00 Cords	\$	10.00 / Cord
Red Pine	314.00 Cords	\$	50.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$15,662.50:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Red Maple	37.60 MBF	\$	70.00 / MBF
Red Pine	20.00 MBF	\$	124.00 / MBF
White Oak	59.70 MBF	\$	45.00 / MBF
Pulpwood			
Mixed Hardwood	11.00 Cords	\$	10.20 / Cord
Red Maple	553.00 Cords	\$	8.80 / Cord
Red Oak	70.00 Cords	\$	4.50 / Cord
White Oak	357.00 Cords	\$	7.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 6.53 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 **\$8,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
- (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
- (b) The 10% down payment will be credited towards the first unit cut.
- (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	13%
02	11%
03	11%
04	15%
05	15%
06	35%

- 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: Comp 2 North Sale Number: 73-021-13-01

#### 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 and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

#### 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, 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.

EXCEPTION: Within

All Units, do not cut or damage any white pine trees, red pine trees, cedar trees or green painted trees.

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

Within Payment Unit(s) 2, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are identified by orange paint. The first three trees in each designated cut row are marked with orange paint and confidence trees are marked within the cut rows, the spacing of the marked confidence trees varies depending on row variability. This is a first time red pine plantation thinning, removing every third row. There is variability of row direction within the stand. All trees to be romoved are not marked with orange paint. There are areas within the stand that it shall be the responsibility of the producer to maintain the third row sequence with the aid of marked confidence trees.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (1/11)

Units; 3, 4 and 5, must be chip harvested to facilitate future silvicultural activities. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

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

Stump heights within the Sale Area shall be cut as low to the ground as possible. Unless approved by the Unit Manager or his/her representative stump heights shall not exceed 6 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. Within Payment Unit(s) 3, 4 and 5 in order to facilitate reforestation all stumps shall be cut at ground level.

#### 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.

#### 4.1.7 - 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 the placement of stumps and slash into the road, throughout the length of routes to be closed. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance may be needed: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur. Contact timber sale administrator for specific road maintenance details.

#### 4.2.6 - Water diversion ditches (8/13)

Water diversions must be constructed along haul routes prior to hauling. The diversion ditches must be excavated to an elevation approximately 1 foot lower than the center of the road. Soil cannot be piled. Contact timber sale administrator for specific water diversion details.

#### 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.

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

The Purchaser is responsible for contacting the pipeline company (BreitBurn 1-888-250-1681) prior to operating equipment in the vicinity of well heads or natural gas pipelines. There is a BreitBurn gas pipeline that will require crossing in two separate locations. One crossing will be needed to access Unit 1 and a second crossing will be needed to access Units 5 and 6.

#### 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 20 feet back from the blue paint line.

#### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit(s) 3, 4 and 5, shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 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

#### 5.2.3.6 - 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.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

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

Possible landing areas are marked on the timber sale map with the letter "L".

#### 5.4 - Soil Protection

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

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

Section Name: Sale Specific Current as of 2/6/2014 8:31:10AM



#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management

#### TIMBER SALE MAP

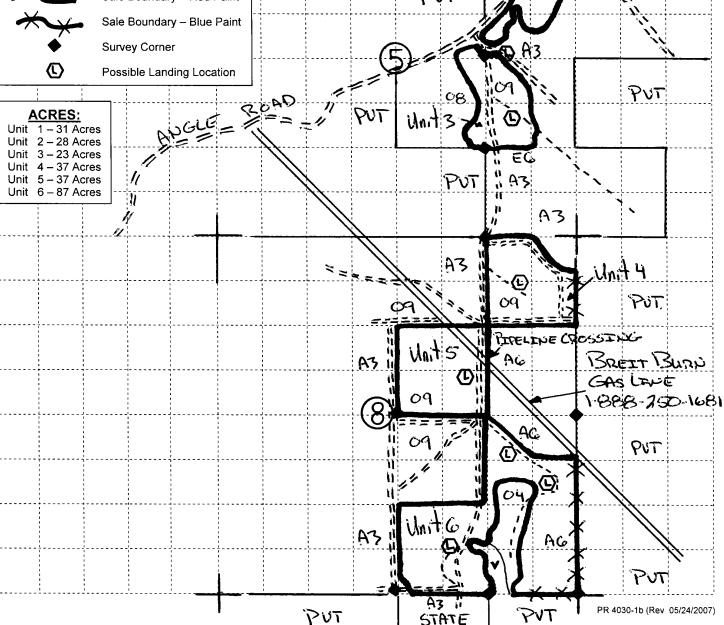
This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

Sale Number 73-021-13-01

Year 2013

Forest Management Unit County Marked & Cruised By T. GALLAGHER Date Page of O8/21/2013 1 2

#### Township Range Section(s) and Subdivision(s) Timber Sale Administrator: Tim Gallagher Scale: |...1 inch......| = 1/4 mile R03W T20N SECTIONS; 5, 6 & 8. SUBDIVISIONS; Various Cover Type Density A = Aspen G = Grass O = Oak U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch P = Lowland Poplar H = Hemlock V = Bog or Marsh 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar Q = Mixed Swamp Cnfr 2 = Seedling Sapling Medium 3 = Seedling Sapling Well W = White Pine 7 = Saw Timber Poor J = Jack Pine R = Red Pine X = Non Stocked 8 = Saw Timber Medium D = Treed Bog L = Lowland Brush E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir N = Marsh T = Tamarack **COMP 2 NORTH:** Clare County - Acres: 243 Compartment 2 KEY: Sale Boundary - Red Paint Sale Boundary - Blue Paint Survey Corner Possible Landing Location





#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management

Sale Number Year 73-021-13-01

TIMBER SALE MAP 2013 This information provided by authority of Part 525 of Act 451, PA 1994, as amended. Forest Management Unit County Date Marked & Cruised By T. GALLAGHER **GLADWIN UNIT** 08/21/2013 2 CLARE Mapped By T. GALLAGHER Township Range Section(s) and Subdivision(s) Timber Sale Administrator: Tim Gallagher Scale: |...1 inch......| = 1/4 mile T20N R03W SECTIONS; 5, 6 & 8. SUBDIVISIONS; Various Cover Type Density G = Grass O = Oak U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium A = Aspen B = Paper Birch H = Hemlock P = Lowland Poplar V = Bog or Marsh 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 2 = Seedling Sapling Medium 7 = Saw Timber Poor D = Treed Bog L = Lowland Brush R = Red Pine X = Non Stocked 3 = Seedling Sapling Well 8 = Saw Timber Medium E = Swamp Hdwoods F = Spruce Fir M = Mpl, Bch, Brch S = Black Spruce Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well N = Marsh T = Tamarack **COMP 2 NORTH:** STATE Clare County - Acres: 243 Compartment 2 To Unit 1 KEY: Sale Boundary - Red Paint PARREM Sale Boundary - Blue Paint Survey Corner STATE A3 Possible Landing Location ACRES: CULVERT Unit 1 - 31 Acres STATE Unit 2 - 28 Acres Unit 3 - 23 Acres TIPELINE Unit 4-37 Acres Unit 5 - 37 Acres ommo Unit 6 - 87 Acres EG BREITB PIERCE RO

PR 4030-1b (Rev. 05/24/2007)

#### **BID FORM**

#### CORNWELL HARVEST (73-001-13-01)

T20N, R03W, SEC. 18; T20N, R03W, SEC. 19; T20N, R03W, SEC. 30; T20N, R03W, SEC. 33, Clare County

In response to the notice of sale to be held 11:00 a.m. (local time) on February 26, 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	<b>ESTIMATE</b>	O UNITS*	AD'	VERTISED PRICE	BID PR	RICE
Sawlogs						
Mixed Aspen	334.30	MBF	\$	43.00 / MBF	\$	/ MBF
Mixed Oak	83.50	MBF	\$	150.00 / MBF	\$	/ MBF
Red Pine	864.40	MBF	\$	127.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	2,361.00	Cords	\$	17.80 / Cord	\$	/ Cord
Red Maple	1,706.00	Cords	\$	8.80 / Cord	\$	/ Cord
Red Pine	2,762.00	Cords	\$	50.50 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$16,150.20:

PRODUCTS & SPECIES	<u>ESTIMATED UN</u>	<u>IITS*</u> <u>AD</u>	VERTISED PRICE
Sawlogs			
Mixed Hardwood	28.20 MB	F \$	91.00 / MBF
Red Maple	82.30 MB	F \$	68.00 / MBF
Red Oak	9.50 MB	F \$	236.00 / MBF
White Oak	7.10 MB	F \$	44.00 / MBF
Pulpwood			
Mixed Hardwood	278.00 Cor	rds \$	10.00 / Cord
Mixed Oak	268.00 Cor	rds \$	9.90 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 5.66 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:	8	state:	Zip:			
F AVAIL	ABLE, PLEASE PLAC	CE THE PERSONA	LIZED LABE	EL FROM YOUR PROSPE	CTUS IN THE ABOVE	BOX.	_
ndividual	dividual or company representative's signature: Date:						
Phone nu	none 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:	

•	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	Please Check Appropriate Categories:					
1.	. My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):					

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

	<ul><li>A.  Sole Proprietorship (individual)</li></ul>		
	B. Partnership		
	C. Corporation		
2.	You must check one of the boxes b	pelow:	
	A. I certify that my business is a s Worker's Compensation Laws.	sole proprietorship and	it has no employees but the sole proprietor. I am not subject to the
	Notice of Exclusion (BWC-337)	Rev. 5/96). I will prov	to the Worker's Compensation Act through the use of an approved vide a copy of the Notice of Exclusion within 21 days of the contract ase call the Worker's Compensation Bureau at 517-322-1195).
	<ul> <li>C.    I certify that my business has a days of the contract award.</li> </ul>	Worker's Compensati	ion Policy. I will provide an original Certificate of Insurance within 21
3.	If you have checked item 2(A) or 2( than yourself, including family mem		e the number of <b>both</b> full-time and part-time employees, other ners (if none, you must enter "0").
	Full-tin	ne Employees	Part-time Employees
Vam	ne of Business		Federal ID (or) Social Security No.
\dd	dress		Telephone
- du	11033		( )
City State			ZIP
	ereby certify that the above informati cur in factors affecting my coverage o		ct. I agree to notify the Michigan DNRE of any changes that sent and future operations.
-	Signature of Owner or Authorized Representative	re	

Date

#### **BID FORM**

#### COMP 2 NORTH (73-021-13-01)

T20N, R03W, SEC. 05; T20N, R03W, SEC. 06; T20N, R03W, SEC. 08, Clare County

In response to the notice of sale to be held 11:00 a.m. (local time) on February 26, 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	<b>ESTIMATE</b>	D UNITS*	AD\	VERTISED PRICE	BID PRIC	<u>CE</u>
Sawlogs						
Mixed Aspen	176.00	MBF	\$	45.00 / MBF	\$	/ MBF
Mixed Oak	341.50	MBF	\$	164.00 / MBF	\$	/ MBF
Red Oak	81.40	MBF	\$	230.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	1,752.00	Cords	\$	18.10 / Cord	\$	/ Cord
Mixed Oak	1,157.00	Cords	\$	10.00 / Cord	\$	/ Cord
Red Pine	314.00	Cords	\$	50.50 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$15,662.50:

PRODUCTS & SPECIES	S & SPECIES ESTIMATED UNITS*		<u>AD\</u>	ADVERTISED PRIC	
Sawlogs					
Red Maple	37.60	MBF	\$	70.00 / MBF	
Red Pine	20.00	MBF	\$	124.00 / MBF	
White Oak	59.70	MBF	\$	45.00 / MBF	
Pulpwood					
Mixed Hardwood	11.00	Cords	\$	10.20 / Cord	
Red Maple	553.00	Cords	\$	8.80 / Cord	
Red Oak	70.00	Cords	\$	4.50 / Cord	
White Oak	357.00	Cords	\$	7.20 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 6.53 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.

	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	re:		Date:	_
Phone nu	none number : Email (optional):				
		•			

FEDERAL ID: \_\_\_-\_ \_ or SOCIAL SECURITY NUMBER: \_\_\_ -\_\_ -\_\_ - \_\_\_ -



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.

Signature of Owner or Authorized Representative

Title

# 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 signatures.					
Ple	Please 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					
3.	<ul> <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>					
	Full-time Employees	Part-time Employees				
Nam	Name of Business Federal ID (or) Social	Security No.				
Add	Address Telephone ( )					
City	City State ZIP					
	I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.					

Date