



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #5085**

SCHEDULED SALE DATE AND TIME: 11:00 a.m. (local time) on April 16, 2014.

LOCATION: GLADWIN MGMT UNIT, 801 N SILVERLEAF, GLADWIN, MI 48624.

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

BURN 104-2 (73-003-14-01) / T15N, R01W, SEC. 03, NWSW.

T15N, R01W, SEC. 04, E1/2SE.

T15N, R01W, SEC. 09, N1/2NE, NESW, N1/2SE.

T15N, R01W, SEC. 10, W1/2SW.

Midland County, Advertised Price \$15,079.25, 59.0 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.

C 111 ASPEN (73-020-13-01) / T15N, R02W, SEC. 01, NW, N1/2SW.

T15N, R02W, SEC. 02, S1/2NW, S1/2NE, N1/2SE, E1/2SW.

T15N, R02W, SEC. 03, E1/2NE, SE.

Midland County, Advertised Price \$32,809.70, 236.0 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.

WHITETAIL REFUGE (73-022-13-01) / T15N, R03E, SEC. 36, NWNE, SWNE, SENW, NENW.

Isabella County, Advertised Price \$8,082.35, 21.0 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 April 16, 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](http://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

### BURN 104-2 (73-003-14-01)

T15N, R01W, SEC. 03; T15N, R01W, SEC. 04; T15N, R01W, SEC. 09; T15N,  
R01W, SEC. 10.

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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Mixed Oak	22.80 MBF	\$ 156.00 / MBF
Red Maple	21.60 MBF	\$ 76.00 / MBF
Red Oak	5.30 MBF	\$ 188.00 / MBF
Red Pine	39.00 MBF	\$ 146.00 / MBF
Pulpwood		
Mixed Oak	82.00 Cords	\$ 10.20 / Cord
Red Maple	118.00 Cords	\$ 11.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$997.05:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Mixed Aspen	19.00 Cords	\$ 17.75 / Cord
Mixed Hardwood	4.00 Cords	\$ 12.60 / Cord
Mixed Pine	44.00 Cords	\$ 13.85 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 23.74 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 **\$1,000.00** 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:
 

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	38%
02	19%
03	19%
04	24%
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: Burn 104-2 Sale Number: 73-003-14-01

### 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/or yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries and some exterior boundary lines 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

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

Within Payment Unit(s) 1, 2 and 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within Unit 1 cut all aspen trees regardless of merchantability.

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

Within Payment Unit(s) 3, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting unless marked with green paint above and below stump height.

#### 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.

##### 2.2.5 - Limbed tree skidding (1/09)

The skidding of whole trees or tree segments with limbs attached is prohibited within units 1, 2 and 4 unless approved by the Unit Manager or his/her representative.

### 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 undesigned 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 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 10% 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

##### 4.1.5 - Culverts (9/11)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal. The culvert that is to be permanent will be supplied by the DNR. Others that may be needed are to be temporary. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the

sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

#### 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

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

Hauling may be restricted on W. Burns Road by the Unit Manager or his/her representative. The restriction may occur during spring breakup and/or wet weather conditions.

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

The following road maintenance is required: 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.

### 5 - Operations

#### 5.2 - Conduct of Operations

##### 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

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

Within Payment Unit(s) 2 and 4, unless approved by the Unit Manager or his/her representative, cutting and skidding are limited to the period of 07/15 to 09/30 and to the period of 01/01 to 03/15. This restriction is because of seasonal wet soil conditions.

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

Within Payment Unit(s) 1, 2, 3, and 4 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.

#### 5.4 - 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.



# TIMBER SALE MAP

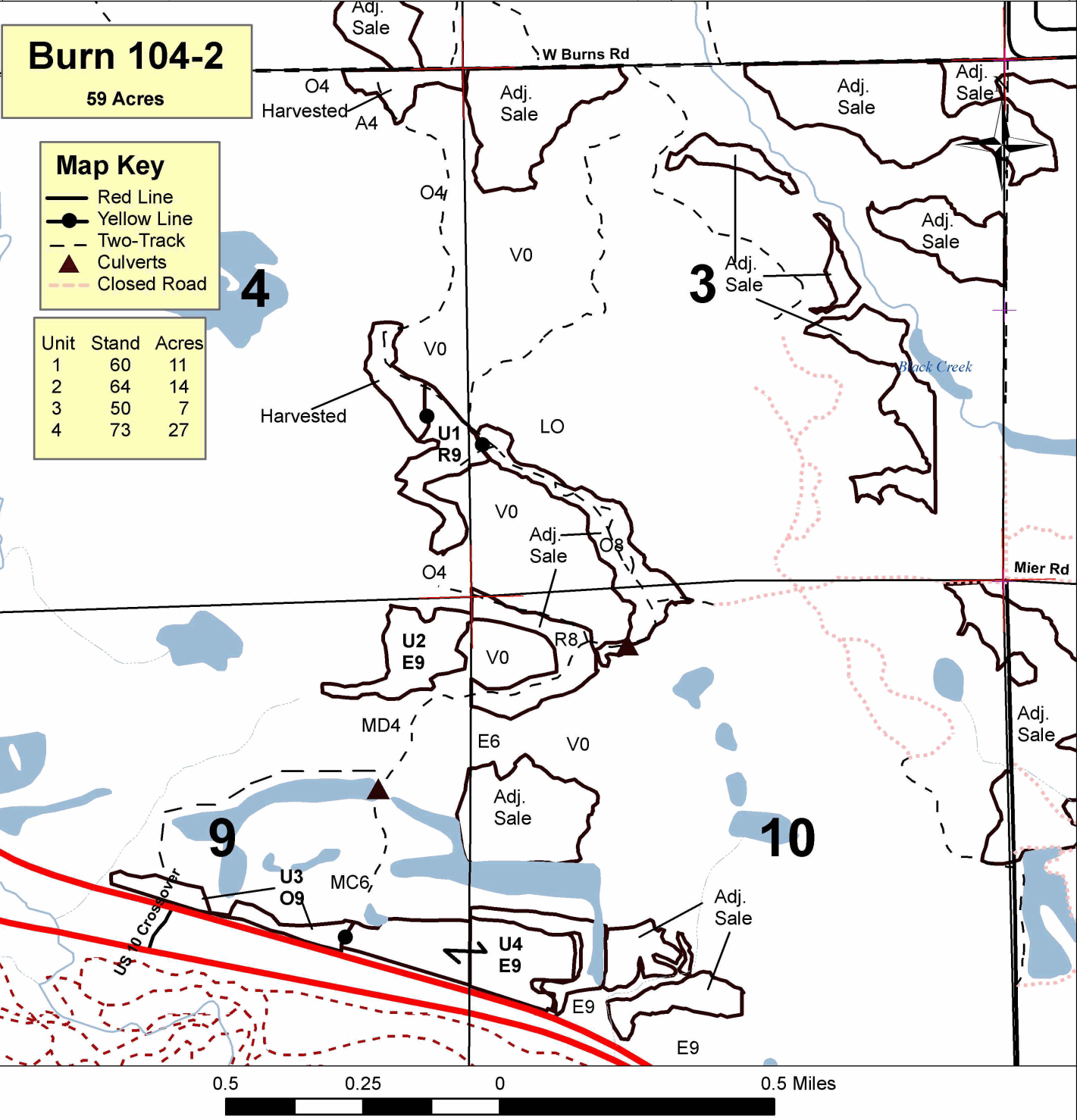
73-003-14-01

2014

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

Forest Management Unit <b>Glanwin Management Unit</b>	County <b>Midland</b>	Mapped By Steven Nyhoff	Date 5/22/2006	Page 1	of 1
Township <b>T15N</b>	Range <b>R01W</b>	Section(s) and Subdivision(s) <b>S3: NWSW; S4: E1/2SE; S9: N1/2NE, NESW, N1/2SE; S10: W1/2SW</b>	Lead Insp. Steven Nyhoff	1:15,840	

Cover Type				Density		
A = Aspen	G = Grass	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium	
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 = Tread 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				





## TIMBER SALE INFORMATION

C 111 ASPEN (73-020-13-01)

T15N, R02W, SEC. 01; T15N, R02W, SEC. 02; T15N, R02W, SEC. 03.

Midland County (Advertised Price \$32,809.70)

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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Mixed Aspen	106.90 MBF	\$ 41.00 / MBF
Mixed Oak	23.20 MBF	\$ 152.00 / MBF
Red Maple	79.70 MBF	\$ 65.00 / MBF
Red Oak	13.00 MBF	\$ 224.00 / MBF
White Ash	16.30 MBF	\$ 91.00 / MBF
Pulpwood		
Mixed Aspen	596.00 Cords	\$ 16.85 / Cord
Red Maple	363.00 Cords	\$ 8.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,305.40:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Black Ash	2.50 MBF	\$ 31.00 / MBF
Pulpwood		
Black Ash	21.00 Cords	\$ 7.10 / Cord
Mixed Oak	70.00 Cords	\$ 9.40 / Cord
White Ash	74.00 Cords	\$ 19.20 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 9.91 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 **\$1,700.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment 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:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	14%
02	7%
03	36%
04	6%
05	9%
06	9%
07	19%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 03/31/2017.

## Sale Specific Conditions & Requirements

Sale Name: C 111 Aspen Sale Number: 73-020-13-01

### 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, 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. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary shall not be cut.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 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. EXCEPTION: Do not cut any trees marked with green paint.

EXCEPTION: Do not cut any white oak or black tupelo trees.

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

Within Payment Unit(s) 1, 2, 4, 5, 6, and 7, all aspen and ash trees are designated for cutting.

IN ADDITION: In Units 4, 5, 6, and 7, cut all trees marked with orange paint.

IN ADDITION: Do not cut any trees marked with green paint above and below stump height.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 6 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

##### 2.2.5 - Limbed tree skidding (1/09)

The skidding of whole trees or tree segments with limbs attached is prohibited unless approved by the Unit Manager or his/her representative. This applies to all Payment Units except 1 and 3.

### 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 33% 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 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 reserved for road closure, chipped, or dispersed

throughout the cutting units. Unmerchantable trees shall be cut, not pushed over.

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

Some existing roads may also need to be closed. See the Timber Sale Map for locations. Stumps from road construction must be placed along the length of the trail. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

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

The following road work is required:

NOTE: All timber from road clearing is included in this contract.

NOTE: The DNR shall provide all culverts required below.

- 1) On the state forest road just East of the intersection of Geneva and Olson Roads: Installation of two (2) equalization culverts. Cut all timber to 33 feet North of center line of same road.
- 2) Installation of culvert on McGrudder Rd. just south of Payment Units 5 and 6.
- 3) Clearing timber to 33 ft. from the centerline on both sides of McGrudder Rd. between Payment Units 6 & 7.
- 4) Building a twenty foot (20') wide road between the landings for Payment Units 3 and 5, including installation of one (1) culvert.

Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the roads 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.

## 5 - Operations

### 5.1 - Notification

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

A pre-sale conference on site, to determine landing and road locations, between the Purchaser and sale administrator is required prior to beginning any operations in EACH Payment Unit. The Unit Manager or his/her representative must be contacted at least 2 days in advance to schedule the conference. At the Sale Administrator's discretion, all Payment Units may be addressed in one or multiple pre-sale conferences. At the Sale Administrator's discretion, pre-sale conference(s) may occur over the telephone. The Sale Administrator shall be contacted each time operations cease temporarily and/or resume in EACH Payment Unit.

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

A post-sale conference on site between the Purchaser and sale administrator is required 2 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. The purchaser is responsible for contacting the Sale Administrator to arrange this conference.

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No slash may exceed 24 inches in height. Slash must be kept ten (10) feet back from blue paint lines.

#### 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

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

Within Payment Unit(s) 3, 5, 6, and 7, unless changed by written agreement, cutting, skidding, and hauling are limited to the periods of 7-15 to 9-30 and 1-1 to 3-15.

Within Payment Units 1, 2 and 4, unless changed by written agreement, cutting, skidding, and hauling are limited to the periods of 1-1 to 3-15.

This restriction is because of seasonally flooded areas, wet soils and old aspen. Conditions permitting, this period may be extended with written permission from the Unit Manager or His/Her representative.

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

Any timber harvesting or post harvest operations, such as felling, skidding, or chipping, in any Payment Unit, must be completed before sprouting of regeneration occurs in that Payment Unit, so as to avoid damage to the new regeneration. 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 operations if sprouting occurs before the operation is complete.

#### 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 dead trees within 50' of private property line will be cut and left on the ground.

#### 5.4 - Soil Protection

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

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

### 7 - Other Conditions

#### 7.5 - Loss

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

The sale area has received damage from Emerald Ash Borer. Only live ash trees were cruised. In addition, the aspen in the sale is old and dying. 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.



Michigan Department of Natural Resources - Forest Management Division

# TIMBER SALE MAP

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

Sale Number	Year
20	13

Forest Management Unit <b>Gladwin Management Unit</b>	County <b>MIDLAND</b>	Mapped By <b>M Reichel</b>	Date <b>8/2/2013</b>	Page <b>1</b>	of <b>1</b>
Township <b>14N</b>	Range <b>02W</b>	Section(s) and Subdivision(s) <b>S1: NW, N1/2SW. S2: S1/2NW, S1/2NE, N1/2SE, E1/2SW. S3: E1/2NE, SE.</b>	Scale <b>1:15,840</b>		

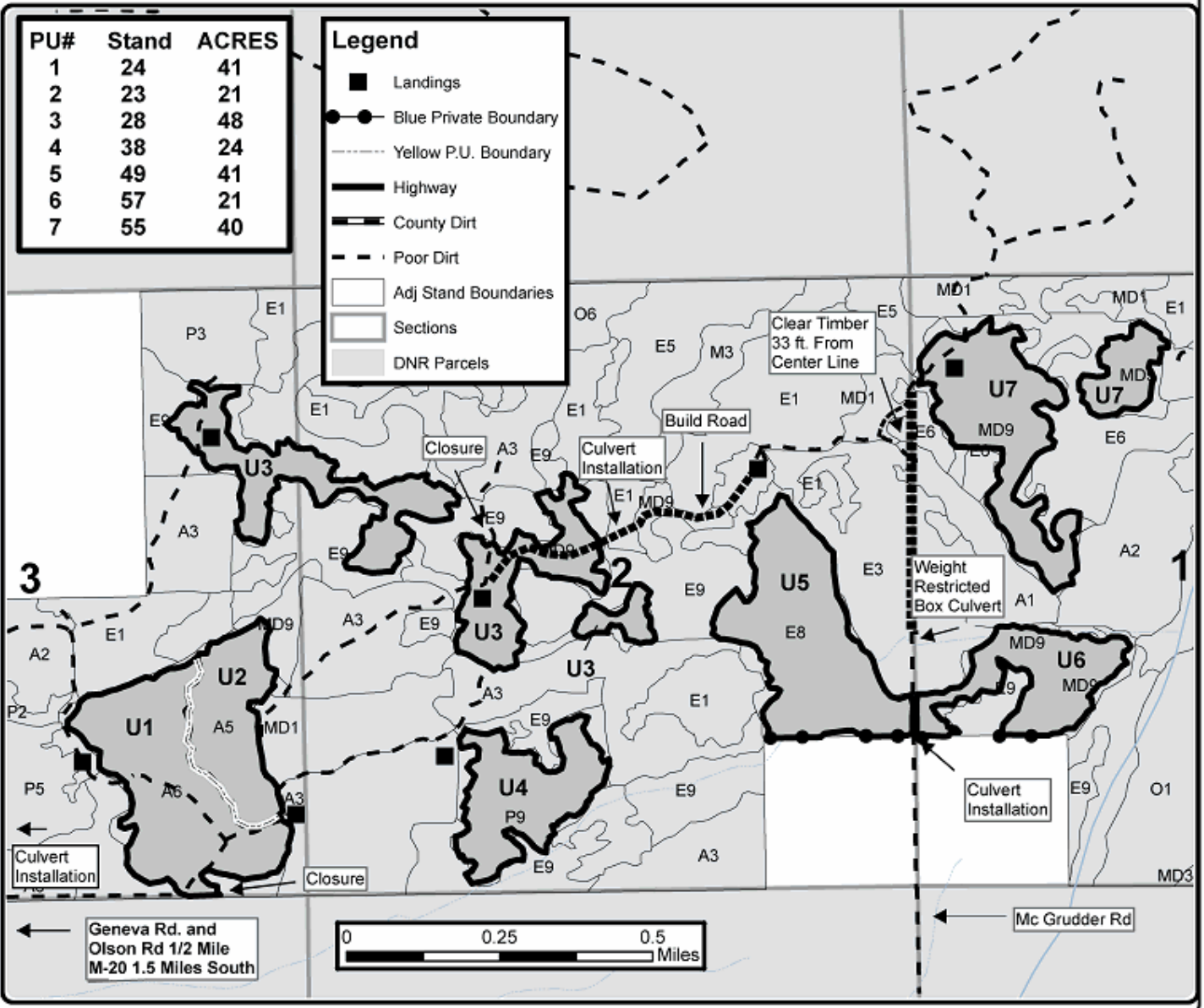
Cover Type				Density	
A = Aspen	G = Grass	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	H = Hemlock	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	J = Jack Pine	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 =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

## C 111 Aspen

Midland County  
Compartment 111  
236 Acres



Lead Inspector: S. Nyhoff





## TIMBER SALE INFORMATION

### WHITETAIL REFUGE (73-022-13-01)

T15N, R03E, SEC. 36.

Isabella County (Advertised Price \$8,082.35)

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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Mixed Aspen	15.80 MBF	\$ 53.00 / MBF
Pulpwood		
Mixed Aspen	229.00 Cords	\$ 19.65 / Cord
Red Maple	247.00 Cords	\$ 9.95 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$287.45:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Red Maple	3.90 MBF	\$ 63.00 / MBF
Pulpwood		
Mixed Hardwood	5.00 Cords	\$ 8.35 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 15.55 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 **\$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 remainder is due before cutting begins.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 03/31/2017.

## Sale Specific Conditions & Requirements

Sale Name: Whitetail Refuge Sale Number: 73-022-13-01

### 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 red paint. The painted boundary line trees are not Included Timber and are to be protected. 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, 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 any paper birch, conifer, or trees marked with green paint above and below stump height.

### 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. 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 10% 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, chipped, utilized or otherwise removed from 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 is required: 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.

##### 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 in



Payment Unit 1, 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.

## 5.2 - Conduct of Operations

### 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

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

Within Payment Unit(s) 1, unless approved by the Unit Manager or his/her representative, cutting and skidding are limited to the period of 07/15 to 09/30 and to the period of 01/01 to 03/15. This restriction is because of seasonal wet soil conditions.

## 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.



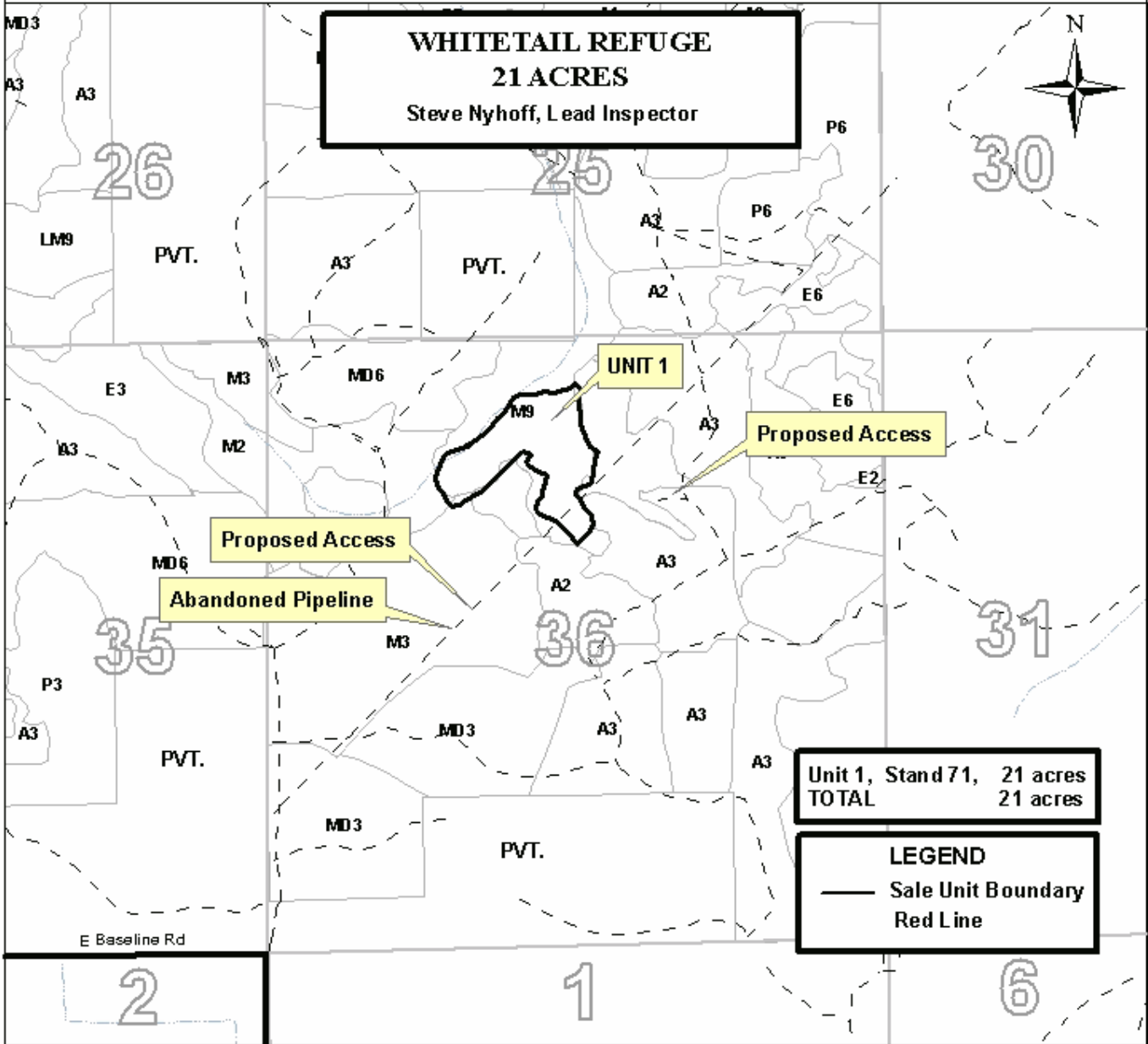
# TIMBER SALE MAP

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

Sale Number	Year
<b>73-022-13-01</b>	<b>2013</b>

Forest Management Unit <b>GLADWIN</b>	County <b>ISABELLA</b>	Mapped By RICHARD MYRICK	Date <b>09/30/2013</b>	Page <b>1</b>	of <b>1</b>
Township <b>T 15N</b>	Range <b>R 03W</b>	Section(s) and Subdivision(s) <b>36, NWNE, SWNE, SENW, NENW</b>	Acres <b>1:15,840</b>		

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



**Unit 1, Stand 71, 21 acres  
TOTAL 21 acres**

**LEGEND**  
 — Sale Unit Boundary  
 Red Line

BURN 104-2 (73-003-14-01)

T15N, R01W, SEC. 03; T15N, R01W, SEC. 04; T15N, R01W, SEC. 09; T15N, R01W, SEC. 10, Midland  
County

In response to the notice of sale to be held 11:00 a.m. (local time) on April 16, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
<b>Sawlogs</b>			
Mixed Oak	22.80 MBF	\$ 156.00 / MBF	\$ _____ / MBF
Red Maple	21.60 MBF	\$ 76.00 / MBF	\$ _____ / MBF
Red Oak	5.30 MBF	\$ 188.00 / MBF	\$ _____ / MBF
Red Pine	39.00 MBF	\$ 146.00 / MBF	\$ _____ / MBF
<b>Pulpwood</b>			
Mixed Oak	82.00 Cords	\$ 10.20 / Cord	\$ _____ / Cord
Red Maple	118.00 Cords	\$ 11.50 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$997.05 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
<b>Pulpwood</b>		
Mixed Aspen	19.00 Cords	\$ 17.75 / Cord
Mixed Hardwood	4.00 Cords	\$ 12.60 / Cord
Mixed Pine	44.00 Cords	\$ 13.85 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 23.74 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: _____
---

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_



# 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 signatures.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.
Address		Telephone (      )
City	State	ZIP

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

C 111 ASPEN (73-020-13-01)

T15N, R02W, SEC. 01; T15N, R02W, SEC. 02; T15N, R02W, SEC. 03, Midland County

In response to the notice of sale to be held 11:00 a.m. (local time) on April 16, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
<b>Sawlogs</b>			
Mixed Aspen	106.90 MBF	\$ 41.00 / MBF	\$ _____ / MBF
Mixed Oak	23.20 MBF	\$ 152.00 / MBF	\$ _____ / MBF
Red Maple	79.70 MBF	\$ 65.00 / MBF	\$ _____ / MBF
Red Oak	13.00 MBF	\$ 224.00 / MBF	\$ _____ / MBF
White Ash	16.30 MBF	\$ 91.00 / MBF	\$ _____ / MBF
<b>Pulpwood</b>			
Mixed Aspen	596.00 Cords	\$ 16.85 / Cord	\$ _____ / Cord
Red Maple	363.00 Cords	\$ 8.20 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,305.40 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
<b>Sawlogs</b>		
Black Ash	2.50 MBF	\$ 31.00 / MBF
<b>Pulpwood</b>		
Black Ash	21.00 Cords	\$ 7.10 / Cord
Mixed Oak	70.00 Cords	\$ 9.40 / Cord
White Ash	74.00 Cords	\$ 19.20 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 9.91 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: \_\_\_\_\_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

**THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE**



# 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

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  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.
Address		Telephone (      )
City	State	ZIP

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

WHITETAIL REFUGE (73-022-13-01)  
T15N, R03E, SEC. 36, Isabella County

In response to the notice of sale to be held 11:00 a.m. (local time) on April 16, 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.

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Sawlogs			
Mixed Aspen	15.80 MBF	\$ 53.00 / MBF	\$ _____ / MBF
Pulpwood			
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In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$287.45 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
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Red Maple	3.90 MBF	\$ 63.00 / MBF
Pulpwood		
Mixed Hardwood	5.00 Cords	\$ 8.35 / Cord

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

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_



## 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

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3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (      )	
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.

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Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date