

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### TIMBER SALE PROSPECTUS

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

VALLEY HARDWOOD / T35N, R04W, SEC. 08, N1/2SE.
EMMET COUNTY (Appr. \$3,299.45)

NUBS HARDWOOD / T35N, R05W, SEC. 02, E1/2SW, N1/2NW.
T36N, R05W, SEC. 35, SWSW.
EMMET COUNTY (Appr. \$5,623.15)

CLAYTON ASPEN / T35N, R05W, SEC. 03, S1/2SE. EMMET COUNTY (Appr. \$12,062.80)

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SALE DATE AND TIME: 3:00 p.m. on December 15, 2009.

INDIAN RIVER

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#### BID INSTRUCTIONS (Ver. 06/23/2008):

- 1. <u>Bid Location</u>, <u>Date</u>, <u>and Time</u>: Bids must be received by the Unit Manager, Gaylord Management Unit, Indian River Field Office, 6984 Wilson Road, Indian River, 49749, no later than 3:00 p.m. on December 15, 2009. For further information concerning this sale, contact the Unit Manager at 231-238-9314.
- 2. <u>Bidder's Qualifications</u>: 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 <u>not permitted</u> to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM 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. <u>Preparation of Sealed Bids:</u> 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. <u>Submission of Sealed Bids</u>: 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) that it is a "Bid for Timber," and (b) the sale name or number, and (c) 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. <u>Public Opening of Sealed Bids:</u> If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: 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. <u>Down Payment:</u> 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. <u>Performance Security:</u> 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. <u>Timber Sale Contract</u>: Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at <a href="https://www.michigan.gov/dnr">www.michigan.gov/dnr</a>. 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: 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: 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-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC 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.

REBECCA A. HUMPHRIES Director

#### VALLEY HARDWOOD (105-09-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	API	PRAISED PRICE
PULPWOOD			
B.T. ASPEN	21.00 CORDS	\$	17.75/CORD
MIX HARDWD	309.00 CORDS	\$	7.05/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

SPECIES	ESTIMATED VOLUME*	AP	PRAISED PRICE
SAWLOGS			
RED MAPLE	1.00 MBF	\$	60.00/MBF
BEECH	7.20 MBF	\$	40.00/MBF
RED OAK	1.50 MBF	\$	175.00/MBF
B.T. ASPEN	1.40 MBF	\$	92.00/MBF
PULPWOOD			
RED OAK	1.00 CORDS	\$	8.95/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 19.49 percent. These estimated volumes 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 may 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 November 30, 2012.



PU# ACRES 1 35

## Michigan Department of Natural Resources – Forest, Mineral & Fire Management TIMBER SALE MAP

and by authority of Part 525 of Act 451 PA 1994, as amended.

SALE NUMBER YEAR 52-105-09-01 09

This information is p	rovided by authority of P	art 525 of Act 451, PA 1994, as amended.			
FOREST MANAGEMENT UNIT	COUNTY	MAPPED BY Harig	DATE	PAGE	OF.
Gaylord Management Unit	Emmet	CRUISED BY Contractors	11/19/2008	1	1

TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S)
35N 04W 8: N1/2SE SCALE 1:15,840

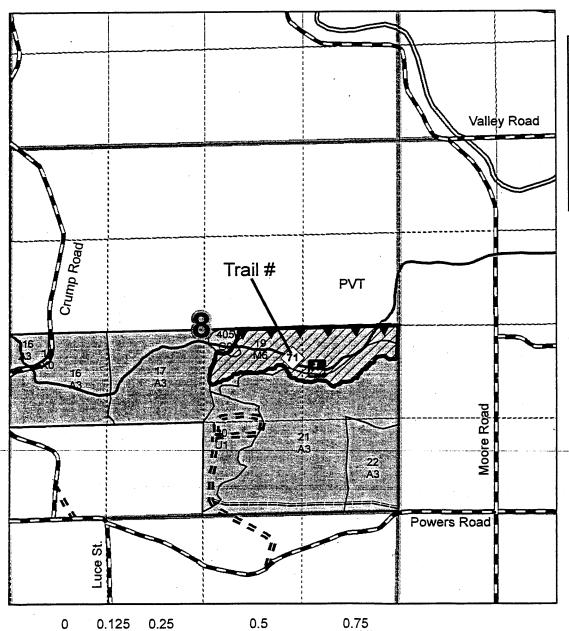
	Cove	г Туре			Dens	sity
A = Aspen B = Paper Birch C = Cedar E = Swamp Hdwoods F = Spruce Fir G = Grass	H = Hemlock J = Jack Pine L = Lowland Brush M = Mpl, Bch, Brch N = Marsh O = Oak	P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce T = Tamarack U = Upland Brush	V = Bog or Marsh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

## Valley Hardwood

Emmet County
Compartment 124
35 Acres

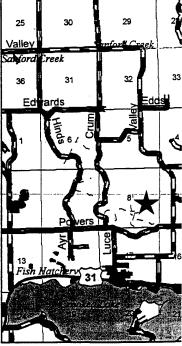
⊐Miles







1:100,000



#### Sale Specific Conditions & Requirements

Sale Name: Valley Hardwood Sale Number: 52-105-09-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (6/05)

The sale boundary is 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. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.3 - Cut tree marked unit(s) (8/04)

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

#### 2.2 - Utilization

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

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

#### 3.4 - Damaged Timber

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

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

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

Sale Name: Valley Hardwood Sale Number: 52-105-09-01

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth.

#### 4.2 - Maintenance

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

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

#### 4.4 - Access

#### 4.4.1 - Private property access (12/08)

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (2/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or their representative must be contacted at least 3 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, 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.

#### Sale Name: Valley Hardwood Sale Number: 52-105-09-01

#### 5.2.2.2 - Snag tree creation (1) (2/04)

Trees marked with an orange "X" must be girdled by making two saw cuts, 2 inches deep completely around the tree. The tree must be left standing.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 1 to March 31. This restriction is because of the snowmobile trail.

#### 5.2.3.9 - Beech hauling restriction (9/08)

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

#### 5.2.12 - Bark slippage restriction (3/07)

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

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

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

#### 5.2.41 - Snowmobile trail protection (4/07)

The snowmobile trail and is shown on the Timber Sale Map. If the trail is used, it must be maintained throughout the sale and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or their representative prior to December 1st.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (5/08)

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

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (9/05)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager and Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

#### NUBS HARDWOOD (130-09-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		·
SUG. MAPLE	7.50 MBF	\$ 275.00/MBF
RED MAPLE	5.30 MBF	\$ 78.00/MBF
WHITE ASH	7.80 MBF	\$ 122.00/MBF
BEECH	12.70 MBF	\$ 26.00/MBF
PULPWOOD		
SUG. MAPLE	95.00 CORDS	\$ 3.70/CORD
RED MAPLE	76.00 CORDS	\$ 7.30/CORD
BEECH	57.00 CORDS	\$ 5.65/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

SPECIES	ESTIMATED VOLUME*	AP:	PRAISED PRICE
SAWLOGS			
BASSWOOD	4.20 MBF	\$	49.00/MBF
B.T. ASPEN	.90 MBF	\$	83.00/MBF
PULPWOOD			
BASSWOOD	46.00 CORDS	\$	4.10/CORD
WHITE ASH	18.00 CORDS	\$	6.25/CORD
B.T. ASPEN	3.00 CORDS	\$	18.50/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 22.66 percent. These estimated volumes 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 \$300.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may 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
	1				38%		
	2				62%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2013.



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

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

SALE NUMBER YEAR 09 52-130-09-01

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FOREST MANAGEMENT UNIT	COUNTY	MAPPED BY Coy	DATE	PAGE	OF
Gaylord Management Unit	Emmet	CRUISED BY Coy & Harig	07/01/09	1	1

TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S) 35N & 36N 5W 2- E1/2SW, N1/2NW 35- SWSW

O = Oak

SCALE 1:15,840

Density

Cover type					
A = Aspen B = Paper Birch C = Cedar	H = Hemlock J = Jack Pine L = Lowland Brush	P = Lowland Popiar Q = Mixed Swamp Cnfr R = Red Pine	V = Bog or Marsh W = White Pine X = Non Stocked		

L = Lowland Brush R = Red Pine E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce N = Marsh T = Tamarack

U = Upland Brush

X = Non Stocked Z = Water

3 = Seedling Sapling Well 4 = Pole Timber Poor

0 = Non Stocked

5 = Pole Timber Medium 1 = Seedling Sapling Poor 6 = Pole Timber Well 2 = Seedling Sapling Medium 7 = Saw Timber Poor

8 = Saw Timber Medium 9 = Saw Timber Well

### **Nubs Hardwood**

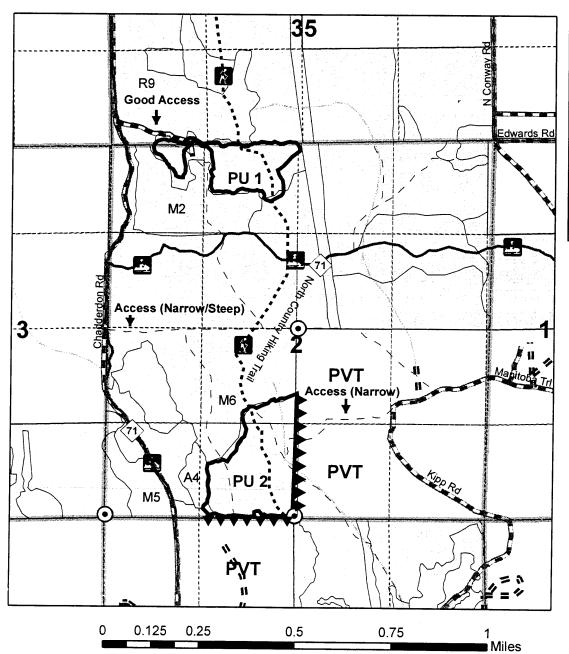
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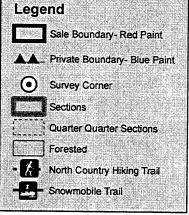
F = Spruce Fir

G = Grass

### **Emmet County Compartment 114** 55 Acres







#### Sale Specific Conditions & Requirements

Sale Name: Nubs Hardwood Sale Number: 52-130-09-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (12/08)

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

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

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

#### 2.2 - Utilization

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

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Units 1 & 2. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

#### 3.4 - Damaged Timber

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

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

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

Sale Name: Nubs Hardwood Sale Number: 52-130-09-01

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

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

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

#### 4.2 - Maintenance

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

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

#### 4.4 - Access

#### 4.4.1 - Private property access (12/08)

Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

#### 4.4.2 - Alternate route on private property (2/04)

It is the purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

#### 5 - Operations

#### 5.1 - Notification

Section Name: Sale Specific Page 2 of 4 Current as of 10/29/2009 9:29:10AM

#### Sale Name: Nubs Hardwood Sale Number: 52-130-09-01

#### 5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 7 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

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

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

#### 5.2.3.9 - Beech hauling restriction (9/08)

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

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

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

#### 5.2.40 - Pathway protection (6/09)

The North Country Trail is a biking/hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

#### 5.4 - Soil Protection

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

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

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

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

#### 5.8 - Protection of Endangered Species

Sale Name: Nubs Hardwood Sale Number: 52-130-09-01

#### 5.8.5 - Protection of raptor nests (4/09)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (1/09)

The purchaser is responsible for posting and maintaining caution signs on sale access roads prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 6.2.3 - Recreational trail posting (1/09)

The Purchaser is responsible for posting caution signs on North Country Trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser must maintain the signs year round. The Purchaser will provide these signs.

#### CLAYTON ASPEN (144-09-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

ESTIMATED VOLUME*	API	PRAISED PRICE
35.00 MBF	\$	80.00/MBF
		•
400.00 CORDS	\$	15.20/CORD
267.00 CORDS	\$	6.50/CORD
	35.00 MBF 400.00 CORDS	35.00 MBF \$

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
SUG. MAPLE	1.20 MBF	\$ 234.00/MBF
RED MAPLE	10.20 MBF	\$ 71.00/MBF
BASSWOOD	.50 MBF	\$ 45.00/MBF
WHITE ASH	2.10 MBF	\$ 97.00/MBF
BEECH	.50 MBF	\$ 29.00/MBF
PULPWOOD		
BASSWOOD	32.00 CORDS	\$ 6.30/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 15.86 percent. These estimated volumes 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 \$750.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may 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 December 15, 2012.

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

SALE NUMBER

09 52-144-09-01

This information is provided by authority of Part 525 of Act 451, PA 1994, as amended. FOREST MANAGEMENT UNIT COUNTY **Emmet** 

MAPPED BY Harig CRUISED BY Harig

PAGE 8/31/2009

Gaylord Management Unit TOWNSHIP RANGE 35N

SECTION(S) AND SUBDIVISION(S) 05W 03: S1/2SE

1:15,840 SCALE

Cov	er	Iy	•

N = Marsh

O = Oak

A = Aspen	H = Hemlock
B = Paper Birch	J = Jack Pine
C = Cedar	L = Lowland Brush
E = Swamp Hdwoods	M = Mpl, Bch, Brch

P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine

S = Black Spruce

U = Upland Brush

T = Tamarack

V = Bog or Marsh W = White Pine X = Non Stocked

Z = Water

#### Density 0 = Non Stocked

DATE

5 = Pole Timber Medium 6 = Pole Timber Well

YEAR

OF

1

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 7 = Saw Timber Poor 3 = Seedling Sapling Well

6 = Saw Timber Medium

4 = Pole Timber Poor

9 = Saw Timber Well

## **Clayton Aspen**

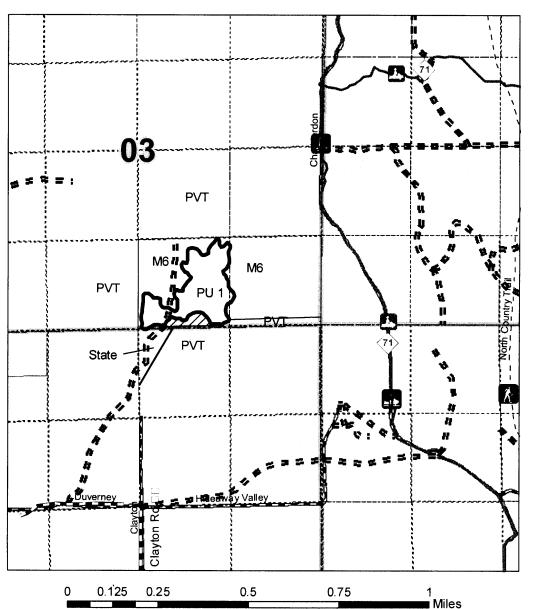
PU# **ACRES** 20

F = Spruce Fir

G = Grass

**Emmet County Compartment 114** 20 Acres







#### Sale Specific Conditions & Requirements

Sale Name: Clayton Aspen Sale Number: 52-144-09-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (12/08)

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

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. Do not cut or damage Hemlock.

#### 2.2 - Utilization

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

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.2 - Maintenance

Sale Name: Clayton Aspen Sale Number: 52-144-09-01

#### 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 (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

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

#### 5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

#### **5.2.3 - Operating Restrictions**

#### 5.2.3.9 - Beech hauling restriction (8/09)

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

#### 5.4 - Soil Protection

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

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

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

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

#### 5.8 - Protection of Endangered Species

Sale Name: Clayton Aspen Sale Number: 52-144-09-01

#### 5.8.5 - Protection of raptor nests (4/09)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

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

### GAYLORD MANAGEMENT UNIT INDIAN RIVER

## VALLEY HARDWOOD (105-09-01) T35N, R04W, SEC. 08, N1/2SE. EMMET COUNTY

In response to the notice of sale to be held 3:00 p.m. on December 15, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES PULPWOOD	API	PRAISED PRICE	BID PR	ICE	ESTIMATED VOLU	ME* = VALUE	
B.T. ASPEN MIX HARDWD	\$ \$	17.75/CORD 7.05/CORD	\$ \$	x x	21.00 CORDS 309.00 CORDS	= \$ = \$	_
					SUBTOTAL 1	\$	_
In addition, the sappraised price:	successful	bidder agrees	to purcha	se the	following speci	es at the	
ADDATE A							

SPECIES SAWLOGS	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
RED MAPLE	\$ 60.00/MBF	1.00 MBF	= \$ 60.00
BEECH	\$ 40.00/MBF	7.20 MBF	= \$ 288.00
RED OAK	\$ 175.00/MBF	1.50 MBF	= \$ 262.50
B.T. ASPEN	\$ 92.00/MBF	1.40 MBF	= \$ 128.80
PULPWOOD			
RED OAK	\$ 8.95/CORD	1.00 CORDS	= \$ 8.95
		SUBTOTAL 2	\$ 748.25
	SUBTOTAL 1 + SUBTO	OTAL 2 = TOTAL BID	VALUE \$

\*These volumes are statistically estimated within plus (+) or minus (-) 19.49%. These estimated volumes 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

(bidder's printed name)	(bidder's signature)
Address/Telephone	

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE WITHIN 21 DAYS OF SALE AWARD



## Michigan Department of Natural Resources Forest, Mineral and Fire Management

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

FOR DEPARTMENT USE ONLY		
Sale or Permit No		
Year:	Type:	
Forest Area:		

	As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.	Forest Area:	
	VERIFICATION OF WORKER'S DISABILITY COMPEN	SATION ACT COMPLIANCE	
1	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 Ce days of the contract award and prior to the issuance of the timber sale co		
•	All Information must be typed or printed except for written signatures.		
Ple	ease Check Appropriate Categories:		
١.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation		
2.	You <b>must</b> check <u>one</u> of the boxes below:  A.   I certify that my business is a sole proprietorship and it has no employ Worker's Compensation Laws.	yees but the sole proprietor. I am not subject to the	
	<ul> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>		
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>b</b> 0 including family members and active partners (if none, you must enter "0").	oth full and part time employees other than yourself	
	Full Time Employees	Part Time Employees	
lan	me of Business Federal ID (or)	Social Security No.	
dd	Telephone No. ( )		
City	State	Zip + 4	
ov	ereby certify that the above information is true and correct. I agree to notify the Derage during any of my present and future operations.  Signature of Owner or Authorized Representative	ONR of any changes that occur in factors affecting my	
ī	Title Da	ite	

# NUBS HARDWOOD (130-09-01) T35N, R05W, SEC. 02, E1/2SW, N1/2NW. T36N, R05W, SEC. 35, SWSW. EMMET COUNTY

In response to the notice of sale to be held 3:00 p.m. on December 15, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME* = VALUE
SAWLOGS			
SUG. MAPLE	\$ 275.00/MBF	\$X	7.50 MBF = \$
RED MAPLE	\$ 78.00/MBF	\$x	5.30 MBF = \$
WHITE ASH	\$ 122.00/MBF	\$X	7.80 MBF = \$
BEECH	\$ 26.00/MBF	\$X	12.70 MBF = \$
PULPWOOD			
SUG. MAPLE	\$ 3.70/CORD	\$x	95.00 CORDS = \$
RED MAPLE	\$ 7.30/CORD	\$X	76.00 CORDS = \$
BEECH	\$ 5.65/CORD	\$x	57.00 CORDS = \$
			SUBTOTAL 1 \$

In addition, the successful bidder agrees to purchase the following species at the appraised price:

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAWLOGS			
BASSWOOD	\$ 49.00/MBF	4.20 MBF	= \$ 205.80
B.T. ASPEN	\$ 83.00/MBF	.90 MBF	= \$ 74.70
PULPWOOD			
BASSWOOD	\$ 4.10/CORD	46.00 CORDS	= \$ 188.60
WHITE ASH	\$ 6.25/CORD	18.00 CORDS	= \$ 112.50
B.T. ASPEN	\$ 18.50/CORD	3.00 CORDS	= \$ 55.50
		SUBTOTAL 2	\$ 637.10
	SUBTOTAL 1 + SUBTO	OTAL 2 = TOTAL BID	VALUE \$

\*These volumes are statistically estimated within plus (+) or minus (-) 22.66%. These estimated volumes 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

(bidder's printed name)	(bidder's signature)
Address/Telephone	



#### Michigan Department of Natural Resources Forest, Mineral and Fire Management

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

FOR DEPARTMENT USE ONLY		
Sale or Permit No		
Year:	Туре:	
Forest Area:		

	As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.	ea:			
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION A	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:				
۱.	<ul> <li>My business is organized as (you must check <u>one</u> of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>				
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  \[ \subseteq  certify that my business is a sole proprietorship and it has no employees but Worker's Compensation Laws.</li> </ul>	the sole proprietor. I am not subject to the			
	<ul> <li>B.   I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.   I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>				
3.	. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full 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			
lan	Name of Business Federal ID (or) Social Sec	urity No.			
Add	Address Telephone No. ( )				
City	City State	Zip + 4			
ov _	hereby certify that the above information is true and correct. I agree to notify the DNR of any coverage during any of my present and future operations.  Signature of Owner or Authorized Representative	y changes that occur in factors affecting my			
-	Title Date				

#### CLAYTON ASPEN (144-09-01) T35N, R05W, SEC. 03, S1/2SE. EMMET COUNTY

In response to the notice of sale to be held 3:00 p.m. on December 15, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	AF	PRAISED PRICE		BID PRICE	ESTIMATED VOL	UME* = VALUE
SAWLOGS						
B.T. ASPEN	\$	80.00/MBF	\$	х	35.00 MBF	= \$
PULPWOOD			_			'
B.T. ASPEN	\$	15.20/CORD	\$	X	400.00 CORDS	= \$
MIX HARDWD	\$	6.50/CORD	\$_	x	267.00 CORDS	= \$
					SUBTOTAL 1	\$

In addition, the successful bidder agrees to purchase the following species at the appraised price:

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAWLOGS			
SUG. MAPLE	\$ 234.00/MBF	1.20 MBF	= \$ 280.80
RED MAPLE	\$ 71.00/MBF	10.20 MBF	= \$ 724.20
BASSWOOD	\$ 45.00/MBF	.50 MBF	= \$ 22.50
WHITE ASH	\$ 97.00/MBF	2.10 MBF	= \$ 203.70
BEECH	\$ 29.00/MBF	.50 MBF	= \$ 14.50
PULPWOOD			
BASSWOOD	\$ 6.30/CORD	32.00 CORDS	= \$ 201.60
		SUBTOTAL 2	\$_1,447.30
	SUBTOTAL 1 + SUB	FOTAL 2 = TOTAL BID	VALUE \$

\*These volumes are statistically estimated within plus (+) or minus (-) 15.86%. These estimated volumes 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

(bidder's printed name)	(bidder's signature)
Address/Telephone	

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE WITHIN 21 DAYS OF SALE AWARD



#### Michigan Department of Natural Resources Forest, Mineral and Fire Management

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

FOR DEPARTMENT USE ONLY		
Sale or Permit No		
Year:	Туре:	
Forest Area:		

	As required by Act 317, P.A. 1969 (Worker's Compensation) and of Act 451 of 1994, as amended.	Part 525	Forest Area:		
	VERIFICATION OF WORKER'S DISAB	ILITY COMPENS	ISATION 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 Eddys of the contract award and prior to the issuance of the	Exclusion or Cel timber sale col	ertificate of Insurance must be submitted within 21 ontract.		
•	All Information must be typed or printed except for written	signatures.			
Please Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes  A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	s below):			
2.	A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to th Worker's Compensation Laws.				
	<ul> <li>B.</li></ul>				
3.	. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full 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		
Var	me of Business	Federal ID (or)	r) Social Security No.		
Add	dress	Telephone No.	).		
City	y State		Zip + 4		
cov	ereby certify that the above information is true and correct. I agr verage during any of my present and future operations.  Signature of Owner or Authorized Representative	ee to notify the C	DNR of any changes that occur in factors affecting my		
-	Title	Da	Pate		