

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #4799

SCHEDULED SALE DATE AND TIME: 11:00 a.m. (local time) on January 23, 2013. 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:

LAST MINUTE ASPEN (73-006-12-01) / T19N, R03E, SEC. 15, E1/2SW.

T19N, R03E, SEC. 16, NE, W1/2SE, E1/2SW, NW.

T19N, R03E, SEC. 17, SE.

Arenac County, Advertised Price \$48,302.30, 143.0 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.

SANFORD LAKE SELECTION (73-009-12-01) / T15N, R01W, SEC. 02, W1/2NW.

T15N, R01W, SEC. 03, NE1/4,N1/2NW,W1/2SW,SESW,SE1/4.

T15N, R01W, SEC. 10, E1/2NE, N1/2NW, SWNW, E1/2SW.

T15N, R01W, SEC. 11, W1/2NW.

Midland County, Advertised Price \$73,564.65, 231.0 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.

EAST GUERNSEY GRADE (73-015-12-01) / T17N, R02E, SEC. 05, NE1/4; NW1/4; SW1/4.

T17N, R02E, SEC. 06, NENE; W1/2NW; SW1/4; SE1/4.

T18N, R02E, SEC. 32, SW1/4.

Gladwin County, Advertised Price \$124,255.55, 210.0 Acres

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through state forest land.

BID INSTRUCTIONS (VER. 10/18/2012):

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 January 23, 2013. 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 (1/11)

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 (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

9. Timber Sale Contract (10/12)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove

the included timber by the termination date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection (1/11)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

11. Certification and Chain-of-Custody (10/11)

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 Pure 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

LAST MINUTE ASPEN (73-006-12-01)

T19N, R03E, SEC. 15; T19N, R03E, SEC. 16; T19N, R03E, SEC. 17.

Arenac County (Advertised Price \$48,302.30)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Aspen	2,096.00 Cords	\$	19.60 / Cord
Red Maple	398.00 Cords	\$	11.00 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,842.70:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Mixed Aspen	26.40 MBF	\$	31.00 / MBF
Mixed Hardwood	7.50 MBF	\$	35.00 / MBF
Mixed Oak	2.80 MBF	\$	81.00 / MBF
Red Maple	11.60 MBF	\$	54.00 / MBF
Pulpwood			
Mixed Hardwood	36.00 Cords	\$	8.10 / Cord
Mixed Oak	46.00 Cords	\$	11.90 / Cord
Mixed Softwood	6.00 Cords	\$	11.60 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 14.02 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	5%
02	5%
03	3%
04	6%
05	7%
06	8%
07	36%
08	29%
09	1%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2016.

Sale Specific Conditions & Requirements

Sale Name: Last Minute Aspen Sale Number: 73-006-12-01

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, 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. Do not cut painted boundary line trees unless also marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 - 9, 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 with the following exceptions:

EXCEPTION: Within Payment Unit(s) 1 and 9, do not cut any maple, oak, pine, or birch.

EXCEPTION: Within Payment Unit(s) 2 and 6, do not cut any oak.

EXCEPTION: Within Payment Unit (s) 7 and 8, do not cut any oak, birch, or cherry.

EXCEPTION: Within all Payment Units, do not cut any cedar and hemlock.

2.1.11 - Description of timber note (2/04)

Note that Mixed Aspen includes quaking, big tooth, and balsam poplar. Mixed Hardwood includes ash and birch.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

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 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 utilized to close off any newly constructed access roads, or scattered within the payment unit(s) where there are no roads to close.

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 blocking roads with berms consisting of stumps covered with three feet of soil, and filling in the roads with slash. 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: Improvement of roughly 70 yards and construction of 70 yards of road into Unit 9. Improvement of 150 yards and construction of 300 yards of road into Payment Units 7 and 8.

4.2 - Maintenance

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Water diversions shall be no deeper than 1 ft below the road elevation with gently sloping sides.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Purchaser must also notify the sale administrator by telephone each time they begin, temporarily cease operations, or resume operations in each Payment Unit. The Unit Manager or his/her representative must be contacted at least 2 business days in advance to schedule the conference. At the sale Administrator's discretion, multiple Payment Units may be addressed in a single conference.

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

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

Enbridge Energy

Mick Collier

(989) 684-0160 Ext. 20

Consumers Energy

Larry Erskine

(989) 791-2742

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 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. Each Payment Unit must be addressed by a conference. At the sale administrator's discretion, conferences may be over the phone, and multiple Payment Units may be addressed in a single conference. The purchaser is responsible for notifying the sale administrator that they are ready to complete sale closure actions.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.9 - No Slash:pipe/powerline, oil/gas sites (2/04)

All pipelines, power lines, oil or gas storage sites and related access roads are to remain free of slash at all times.

5.2.1.11 - Slash for reforestation (5/07)

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 15 to September 30 and to the period of January 1 to March 15. Within Payment Unit(s) 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period January 1 to March 15. This restriction is due to

wet soil conditions in both Payment Units, and a regeneration concern in Payment Unit 2.

5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 7 and 8 cutting, skidding, and hauling are not permitted on the gas line R.O.W. clearing. This restriction is to prevent damage to the buried petroleum lines.

5.2.3.11 - Coppice regeneration protection (4/10)

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

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 3, 4, 5, 7, and 8, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of wet drainages to cross within the sale area to access high ground.

5.2.32 - Decking/landing restoration (9/11)

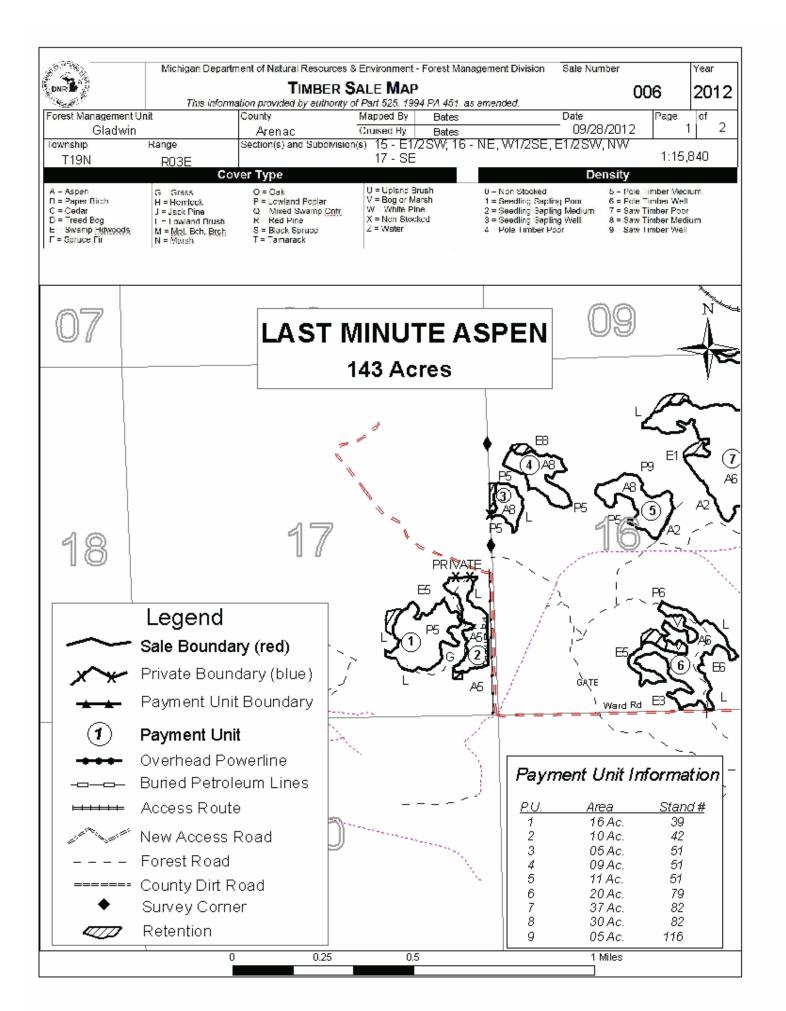
All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand.

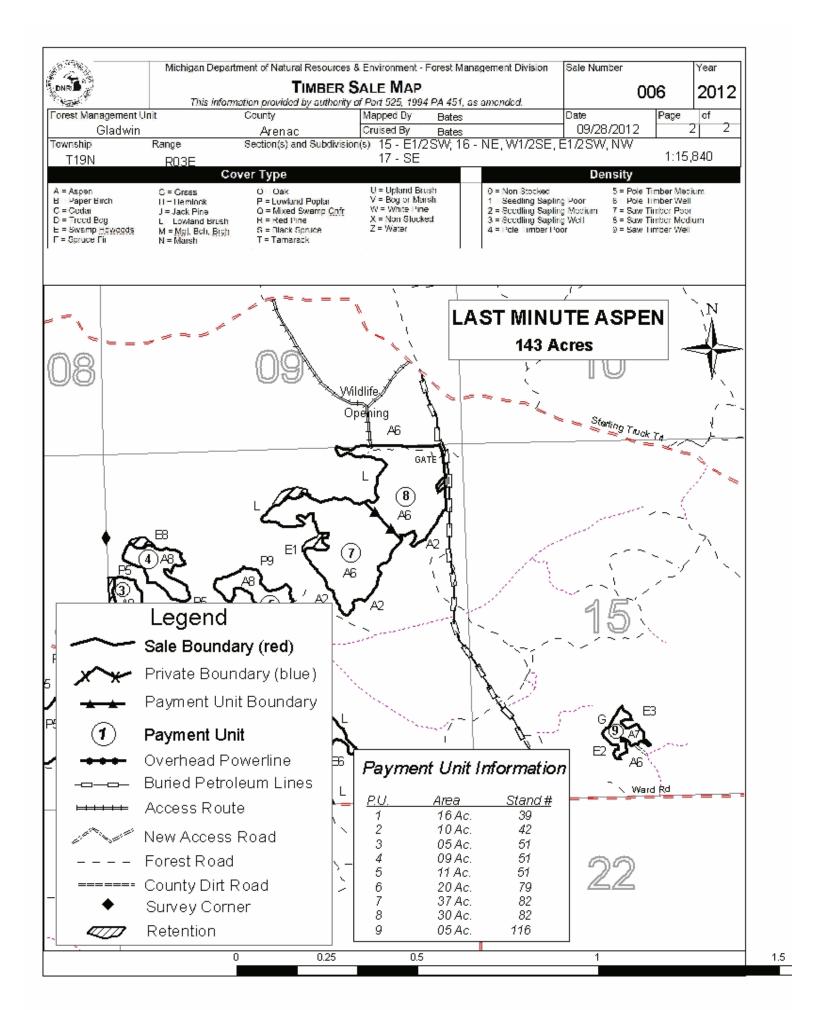
5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

Section Name: Sale Specific Current as of 12/5/2012 2:39:08PM





TIMBER SALE INFORMATION

SANFORD LAKE SELECTION (73-009-12-01)

T15N, R01W, SEC. 02; T15N, R01W, SEC. 03; T15N, R01W, SEC. 10; T15N, R01W. SEC. 11.

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Sawlogs			
Mixed Oak	209.90 MBF	\$	132.00 / MBF
Red Maple	108.00 MBF	\$	85.00 / MBF
White Oak	79.20 MBF	\$	59.00 / MBF
White Pine	65.60 MBF	\$	94.00 / MBF
Pulpwood			
Mixed Oak	655.00 Cords	\$	14.00 / Cord
Red Maple	669.00 Cords	\$	10.15 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$9,878.30:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Mixed Pine	31.70 MBF	\$	82.00 / MBF
Pulpwood			
Mixed Aspen	132.00 Cords	\$	17.20 / Cord
Mixed Hardwood	52.00 Cords	\$	20.00 / Cord
Mixed Pine	58.00 Cords	\$	25.80 / Cord
White Ash	107.00 Cords	\$	10.25 / Cord
White Pine	159.00 Cords	\$	8.65 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.07 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$4,000.00 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:

, ,	0 0
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	7%
02	11%
03	3%
04	3%
05	25%
06	7%
07	14%
08	19%
09	11%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2016.

Sale Specific Conditions & Requirements

Sale Name: Sanford Lake Selection Sale Number: 73-009-12-01

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, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 6 and 7, cut all species trees which meet minimum piece specifications in 2.2 Utilization.

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

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

Within Payment Unit(s) 1, 2, 3, 4, and 9, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

IN ADDITION: Cut all aspen and birch 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 unless marked with green paint.

2.1.5 - Overstory removal unit(s) (8/11)

Within Payment Unit(s) 5 and 8, all trees with DBH equal to or greater than 10 inches which meet minimum piece specifications in 2.2 Utilization, are designated for cutting.

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

IN ADDITION: within unit 5 cut all aspen and paper birch trees that are Two (2) inches or more in diameter measures at a point four and one half (4 1/2) feet above the ground.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

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

2.2.6 - Roundwood operation required (5/07)

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

3 - Payments

3.3 - 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. 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 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 or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. 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.

4.1.6 - 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 Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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. Some existing roads may also need to be closed, see the timber sale map for locations. In general, this will require constructing double earthen berms at strategic locations. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. 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 Burns Road by the Unit Manager or his/her representative. The restriction may occur during spring breakup.

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) 1, 2, 4, 7, 8, and 9, 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.

5.2.3.6 - Bark beetle restriction (12/08)

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

5.2.4 - Dead and Down Creation

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

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

EXCEPTION: All dead trees within 50' of Burns Road will be cut and left on the ground.

5.2.40 - Pathway protection (10/10)

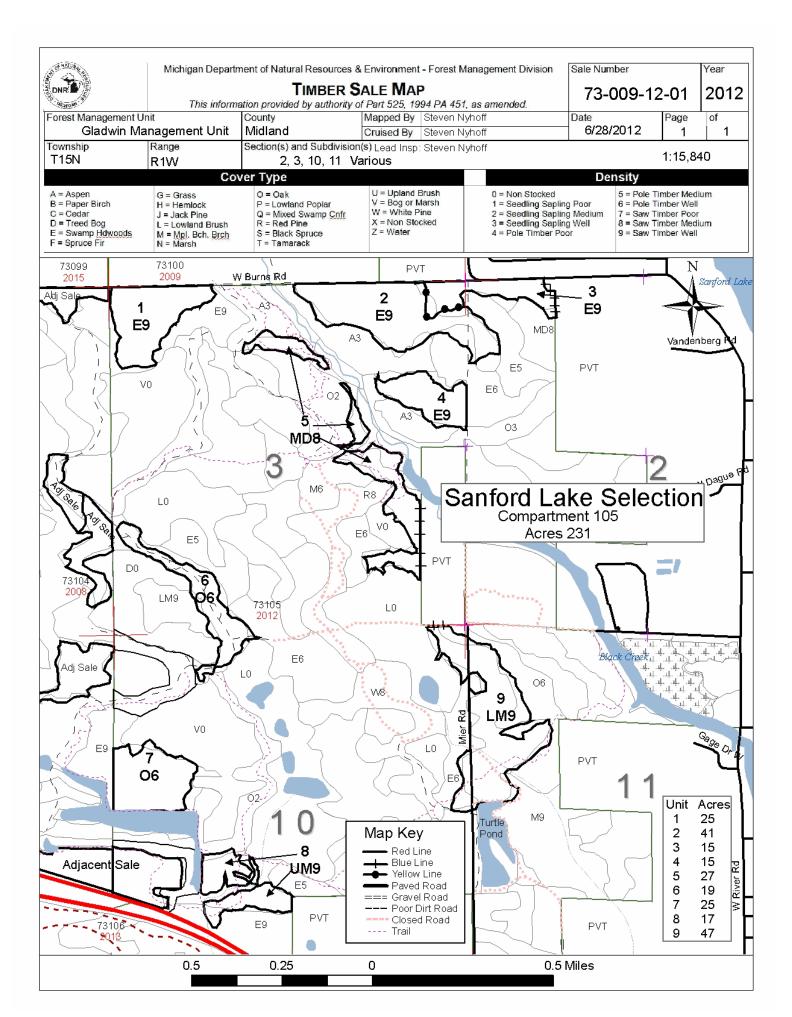
The sale has a proposed bike trail running through some units. Contact the Gladwin Field Office @ (989) 426-9205 ext 7642 and/or Tom McCardle @ (989) 430-0700 before starting harvesting activity. This will allow the proposed trail to be identified. After the trial has been identified maintain a 20 foot slash, debris, and rut free zone daily using the trail as the centerline. 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.

Section Name: Sale Specific Current as of 8/30/2012 3:59:22PM



TIMBER SALE INFORMATION

EAST GUERNSEY GRADE (73-015-12-01)

T17N, R02E, SEC. 05; T17N, R02E, SEC. 06; T18N, R02E, SEC. 32.

Gladwin County (Advertised Price \$124,255.55)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Sawlogs			
Mixed Oak	97.30 MBF	\$	124.00 / MBF
Red Maple	72.20 MBF	\$	88.00 / MBF
Red Pine	150.90 MBF	\$	149.00 / MBF
Pulpwood			
Mixed Aspen	1,282.00 Cords	\$	17.35 / Cord
Red Maple	742.00 Cords	\$	13.45 / Cord
Red Pine	1,019.00 Cords	\$	39.10 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$11,287.15:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Jack Pine	90.00 Cords	\$	21.60 / Cord
Mixed Hardwood	87.00 Cords	\$	19.10 / Cord
Mixed Oak	349.00 Cords	\$	14.30 / Cord
White Ash	229.00 Cords	\$	11.75 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 6.91 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 **\$6,500.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	29%
02	22%
03	8%
04	3%
05	11%
06	7%
07	9%
08	9%
09	2%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2016.

Sale Specific Conditions & Requirements

Sale Name: East Guernsey Grade Sale Number: 73-015-12-01

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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut painted boundary line trees unless also marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 thru 9, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability.

EXCEPTION: Do not cut trees marked with blue paint above and below stump height.

EXCEPTION: Within unit 4 and 7 do not cut oak trees that are less than or equal to four (4) inches measured at a point four and one half (4 1/2) feet above gound level.

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.

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. 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 Unit 4 and 7, 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 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 chipped, utilized or otherwise removed from the sale, unless material is to be used to close designated roads. See cutting specification 4.1.7.

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. Some existing roads may also need to be closed, see the timber sale map for locations. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. 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. Contact the sale administrator for specific details of design and placement.

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) 3, 5, 6, 7, 8, and 9, 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.

5.2.40 - Pathway protection (10/10)

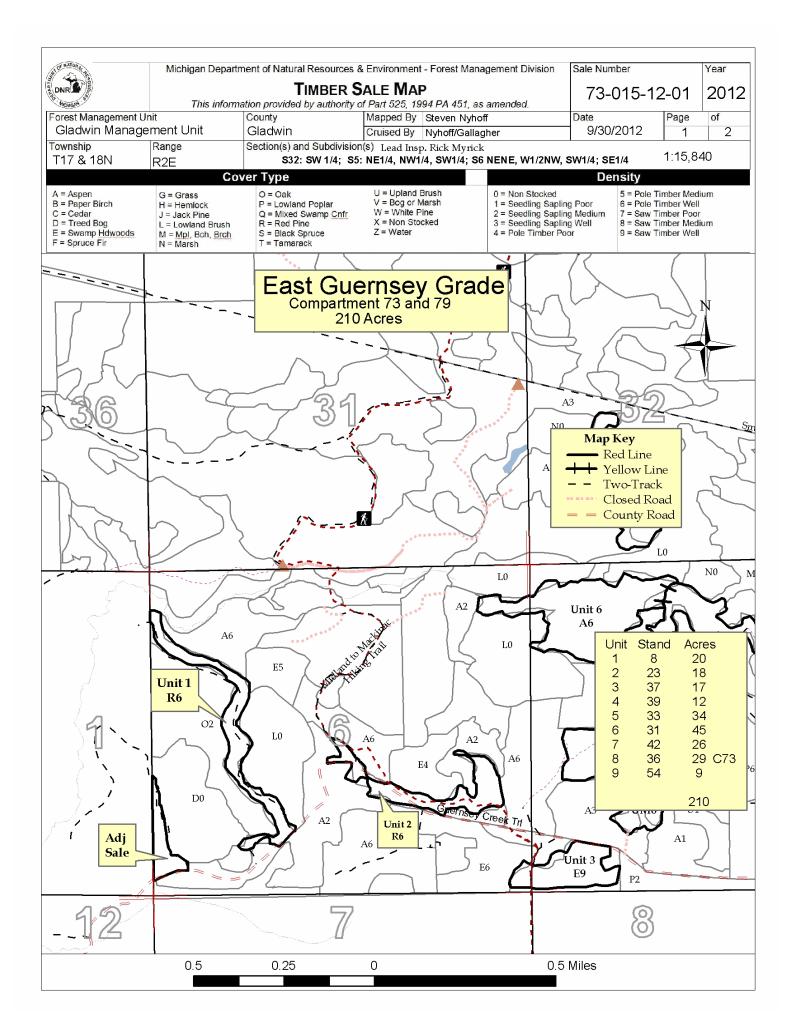
The Midland to Mackinac hiking trail goes through Unit 2 as shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. The trail is marked by trees with blue and green paint. Use these trees as the centrerline of trail and maintain a 20-foot wide slash, debris, and rut free zone daily. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

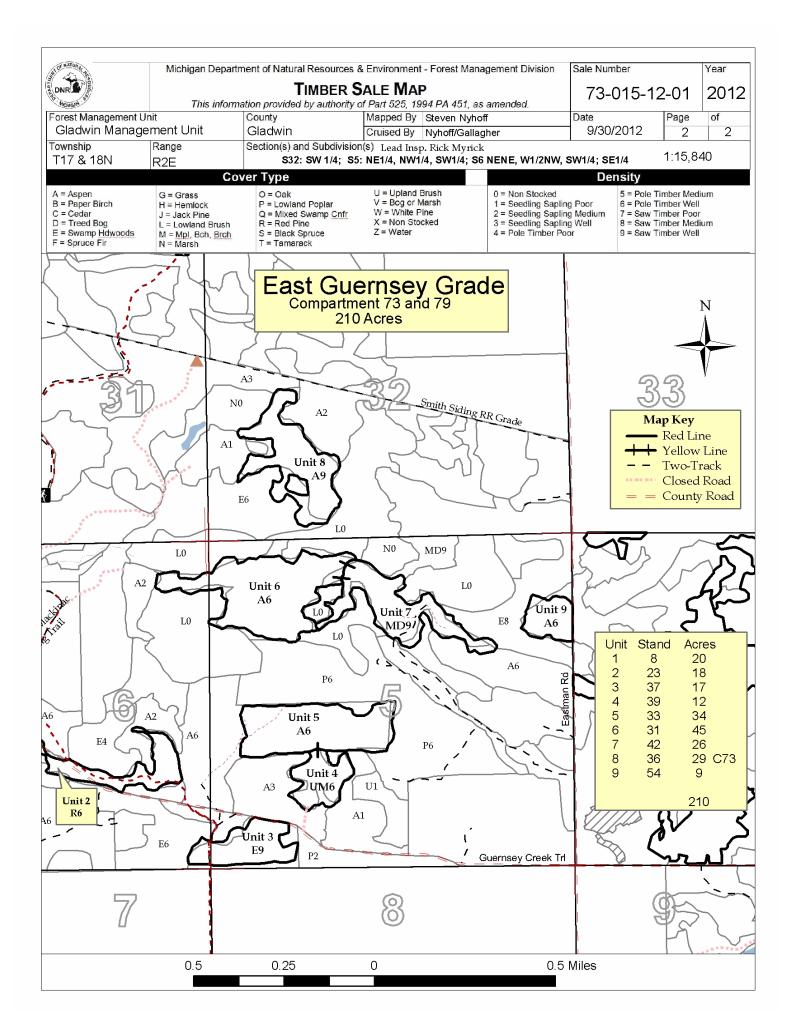
5.4 - Soil Protection

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.

Section Name: Sale Specific Current as of 12/6/2012 3:23:19PM





Mixed Hardwood

Mixed Softwood

Mixed Oak

BID FORM

LAST MINUTE ASPEN (73-006-12-01)

T19N, R03E, SEC. 15; T19N, R03E, SEC. 16; T19N, R03E, SEC. 17, Arenac County

In response to the notice of sale to be held 11:00 a.m. (local time) on January 23, 2013, 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.

. o . o jourou.							
PRODUCTS & SPECIES	<u>ESTIMATEI</u>	O UNITS*	ADV	ERTISED PRICE	BID PRIC	<u>CE</u>	
Pulpwood							
Mixed Aspen	2,096.00	Cords	\$	19.60 / Cord	\$	/ Cord	
Red Maple	398.00	Cords	\$	11.00 / Cord	\$	/ Cord	
n addition, the successful bidder a	agrees to purchase	the following	species at th	e indicated advertise	d price for a tota	I value of \$2,842	2.70 :
PRODUCTS & SPECIES	<u>ESTIMATEI</u>	O UNITS*	ADV	ERTISED PRICE			
Sawlogs							
Mixed Aspen	26.40	MBF	\$	31.00 / MBF			
Mixed Hardwood	7.50	MBF	\$	35.00 / MBF			
Mixed Oak	2.80	MBF	\$	81.00 / MBF			
Red Maple	11.60	MBF	\$	54.00 / MBF			
Pulnwood							

36.00 Cords

46.00 Cords

6.00 Cords

\$

8.10 / Cord

11.90 / Cord

11.60 / Cord

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

FEDERAL ID:	or SOCIA	L SECURITY NUMBER	R:			
Company or individual b	oidding:					
Company representative	Company representative's name:					
Address:						
City:	State:	Zip:				
VAILABLE, PLEASE PLACE	THE PERSONALIZED LABEI	L FROM YOUR PROSP	PECTUS IN THE ABOVE BOX.			
vidual or company representat	ve's signature:		Date:			
one number :		Email (optional):				

^{*} The total volume is statistically estimated within plus (+) or minus (-) 14.02 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.



Title

Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX) Forest Management Unit:

	VERIFICATION OF WORKER'S 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 e	except for written s	signatures.			
Ple	ease Check Appropriate Categories:					
1.	 My business is organized as (you must check <u>one</u> 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), y than yourself, including family members			both full-time and part-time employees, other u must enter "0").		
	Full-time Er	mployees		Part-time Employees		
Nam	ne of Business		Federal ID (or) So	ocial Security No.		
Add	ress		Telephone ()			
City		State	ZIP			
occ	ereby certify that the above information is our in factors affecting my coverage during Signature of Owner or Authorized Representative			tify the Michigan DNRE of any changes that operations.		

Date

BID FORM

SANFORD LAKE SELECTION (73-009-12-01)

T15N, R01W, SEC. 02; T15N, R01W, SEC. 03; T15N, R01W, SEC. 10; T15N, R01W, SEC. 11, Midland County

In response to the notice of sale to be held 11:00 a.m. (local time) on January 23, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	UNITS*	AD\	VERTISED PRICE	BID PRIC	<u>Œ</u>
Sawlogs						
Mixed Oak	209.90	MBF	\$	132.00 / MBF	\$	/ MBF
Red Maple	108.00	MBF	\$	85.00 / MBF	\$	/ MBF
White Oak	79.20	MBF	\$	59.00 / MBF	\$	/ MBF
White Pine	65.60	MBF	\$	94.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Oak	655.00	Cords	\$	14.00 / Cord	\$	/ Cord
Red Maple	669.00	Cords	\$	10.15 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$9,878.30:

PROD	UCTS & SPECIES	ESTIMATED UNITS*		ADVI	ERTISED PRICE
Sawlo	gs				
M	ixed Pine	31.70	MBF	\$	82.00 / MBF
Pulpw	ood				
M	ixed Aspen	132.00	Cords	\$	17.20 / Cord
M	ixed Hardwood	52.00	Cords	\$	20.00 / Cord
M	ixed Pine	58.00	Cords	\$	25.80 / Cord
W	/hite Ash	107.00	Cords	\$	10.25 / Cord
W	/hite Pine	159.00	Cords	\$	8.65 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.07 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 SOCIA	AL SECURITY NUMBER:_			
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:		State:	Zip:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.							
ا ما دامان داما	dividual or company representative's signature: Date:						
naividuai	or company repres	senialive s signal					



Title

Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

FOR DEPARTMENT USE ONLY	
Sale Number (XX – XXX – XX – XX)	
Forest Management Unit:	

	VERIFICATION OF WOR	RKER'S DISABILI	ТҮ СОМ	PENSATION	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 days of the contract award and prior to the				f Insurance must be sub	mitted within 21
•	All Information must be typed or printed e	xcept for written si	gnatures.			
Ple	ease 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.	 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. 					
	than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees					
Nam	ne of Business		Federal ID	(or) Social Secur	rity No.	
Address			Telephone ()		
City State			ZIP			
occ	ereby certify that the above information is our in factors affecting my coverage during Signature of Owner or Authorized Representative					changes that

Date

BID FORM

EAST GUERNSEY GRADE (73-015-12-01)

T17N, R02E, SEC. 05; T17N, R02E, SEC. 06; T18N, R02E, SEC. 32, Gladwin County

In response to the notice of sale to be held 11:00 a.m. (local time) on January 23, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATE</u>	D UNITS*	AD\	VERTISED PRICE	BID PRIC	<u>:E</u>
Sawlogs						
Mixed Oak	97.30	MBF	\$	124.00 / MBF	\$	/ MBF
Red Maple	72.20	MBF	\$	88.00 / MBF	\$	/ MBF
Red Pine	150.90	MBF	\$	149.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	1,282.00	Cords	\$	17.35 / Cord	\$	/ Cord
Red Maple	742.00	Cords	\$	13.45 / Cord	\$	/ Cord
Red Pine	1,019.00	Cords	\$	39.10 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$11,287.15:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADV	ERTISED PRICE
Pulpwood				
Jack Pine	90.00	Cords	\$	21.60 / Cord
Mixed Hardwood	87.00	Cords	\$	19.10 / Cord
Mixed Oak	349.00	Cords	\$	14.30 / Cord
White Ash	229.00	Cords	\$	11.75 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 6.91 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.

	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual	lividual or company representative's signature: Date:					
Phone nu	hone number : Email (optional):					

FEDERAL ID: - ____ or SOCIAL SECURITY NUMBER:___ - __ - __ - __ - __ _ _



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

FOR DEPARTMENT USE ONLY	
Sale Number (XX – XXX – XX – XX)	
Forest Management Unit:	

	VERIFICATION OF WORKER'S DISABILITY CO	MPENSATION ACT COMPLIANCE					
•	This verification must be completed and submitted within 21 days of sale contract.	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 days of the contract award and prior to the issuance of the timber satisfies.						
•	All Information must be typed or printed except for written signature:	s.					
Ple	Please Check Appropriate Categories:						
1.	My business is organized as (you must check <u>one</u> of the boxes be A. Sole Proprietorship (individual) B. Partnership C. Corporation	A. Sole Proprietorship (individual) B. Partnership					
3.	 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. 						
	Full-time Employees	Part-time Employees					
Nam	Name of Business Federal I	O (or) Social Security No.					
	Address Telephor (e)					
City	City State ZIP						
I he	I hereby certify that the above information is true and correct. I agree	to notify the Michigan DNRE of any changes that					

Date

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

Signature of Owner or Authorized Representative

Title