

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #5219**

SCHEDULED SALE DATE AND TIME: 11:00 a.m. (local time) on November 19, 2014. LOCATION: GLADWIN MGMT UNIT, 801 N SILVERLEAF, GLADWIN, MI 48624.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

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

THREE LAKES OAK (73-016-14-01) / T20N, R02W, SEC. 08, SE1/4; SWNE; SENE;.

T20N, R02W, SEC. 09, SESW; SWSW;.

Gladwin County, Advertised Price \$18,789.67, 80.0 Acres

SALE NOTE: This is an oak sale with a short contract & no extensions. It is located both within & adjacent to State Forest Campgrounds in the Gladwin Field Trial Area. The price has been reduced to reflect the quality of the timber and restrictions that apply to the sale.

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.

MGR MIX (73-018-14-01) / T20N, R02W, SEC. 18, NE1/4:.

T20N, R02W, SEC. 18, NENW:SENW:NWSE:NESW:NWSE:SWSE:.

T20N, R02W, SEC. 19, SESW:..

T20N, R02W, SEC. 29, SENE:.

Gladwin County, Advertised Price \$151,531.94, 168.0 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. 10/01/2014):

#### 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 November 19, 2014. For further information concerning this sale, contact Jason Hartman at 989-426-9205 extension 7640.

#### 2. Bidder's Qualifications (2/12)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

# 3. Preparation of Sealed Bids (1/11)

Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

# 4. Submission of Sealed Bids (6/11)

Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

#### 5. Public Opening of Sealed Bids (6/13)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

#### 6. Award of Contract (1/11)

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

## 7. Down Payment (1/11)

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

# 8. Performance Security (1/11)

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

#### 9. Timber Sale Contract (9/14)

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 expiration 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 (10/14)

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-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

KEITH CREAGH Director

#### TIMBER SALE INFORMATION

THREE LAKES OAK (73-016-14-01)
T20N, R02W, SEC. 08; T20N, R02W, SEC. 09.

Gladwin County (Advertised Price \$18,789.67)

SALE NOTE: This is an oak sale with a short contract & no extensions. It is located both within & adjacent to State Forest Campgrounds in the Gladwin Field Trial Area. The price has been reduced to reflect the quality of the timber and restrictions that apply to the sale.

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:

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$18,789.67:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Mixed Aspen	38.80 MBF	\$	32.90 / MBF
Mixed Oak	52.90 MBF	\$	100.70 / MBF
Red Maple	7.60 MBF	\$	46.10 / MBF
Red Oak	33.10 MBF	\$	178.60 / MBF
Pulpwood			
Mixed Aspen	104.00 Cords	\$	12.10 / Cord
Mixed Oak	381.00 Cords	\$	6.70 / Cord
Red Maple	137.00 Cords	\$	7.20 / Cord
Red Oak	43.00 Cords	\$	26.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.61 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 \$2,000.00 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:  $\frac{1}{2}$

·/ · / · · · · · · · · · · · · · · · ·	5	
PAYMENT UNIT NUMBER		PERCENT OF TOTAL SALE VALUE
01		10%
02		36%
03		54%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2015.

# **Sale Specific Conditions & Requirements**

Sale Name: Three Lakes Oak Sale Number: 73-016-14-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (1/14)

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

# 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH except all white oak and all red and white pine trees.

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

Within Payment Unit(s) 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition harvest all aspen and ash trees 2" inches DBH and greater.

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

Within Payment Unit(s) 2, all red oak and pin oak trees that are two (2) inches or more measured at DBH are designated for cutting regardless of merchantability. In addition harvest all trees marked with orange paint above and below stump height, regardless of merchantability.

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

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

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (5/14)

The entire sale area must be chip harvested in order to reduce the amount of slash. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products must be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash left. All tops must be moved to the landing areas using a forwarder and not a grapple skidder.

#### 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 4 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 the entire sale area. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

#### 3 - Payments

#### 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/14)

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.

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

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a

specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require filling in the road with stumps and brush for the entire length of road that is to be closed. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

# 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning the entire sale area. This conference must occur on site.

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No trees are to be felled outside the sale area and all slash is to be kept at least 20 feet back from the blue paint line. All slash is to be kept back at least 20 feet from the cleared portion of all roads and campsites.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.10 - Gladwin Field Trial Area restriction (10/10)

Operations, including cutting, skidding and hauling, are only permitted between December 1 and March 15 unless permission is obtained from the Unit Manager or his/her representative.

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

Recommended landing areas are marked on the timber sale map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

#### 5.2.40 - Pathway protection (10/10)

The Trout Lake hiking trail 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.

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract.

Section Name: Sale Specific Current as of 10/23/2014 3:09:12PM



T20N

A = Aspen

C = Cedar

B = Paper Birch

D = Treed Bog

F = Spruce Fir

E = Swamp Hdwoods

R02W

G = Grass

N = Marsh

H = Hemlock

J = Jack Pine

L = Lowland Brush

M = Mpl, Bch, Brch

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

#### TIMBER SALE MAP

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

Sale Number 73-016-14-01

Density

Year 2014

Forest Management Unit Page Marked & Cruised By T. GALLAGHER of **GLADWIN UNIT** GLADWIN 09/10/2014 Mapped By T. GALLAGHER 1 Township Range Section(s) and Subdivision(s) Timber Sale Administrator: Tim Gallagher Scale: |...1 inch......| = 1/4 mile

U = Upland Brush

V = Bog or Marsh

W = White Pine

X = Non Stocked

Z = Water

Section: 8, E1/2, Section: 9, SW 1/4 Cover Type O = Oak

P = Lowland Poplar

R = Red Pine

T = Tamarack

S = Black Spruce

Q = Mixed Swamp Cnfr

0 = Non Stocked

1 = Seedling Sapling Poor

4 = Pole Timber Poor

2 = Seedling Sapling Medium

3 = Seedling Sapling Well

6 = Pole Timber Well 7 = Saw Timber Poor

8 = Saw Timber Medium

5 = Pole Timber Medium

9 = Saw Timber Well

LEGEND: THREE LAKES OAK ACRES: Unit 1 - 08 Acres Sale Boundary - Red Paint Gladwin County - Acres: 80 Unit 2 - 29 Acres Compartment 24 Unit 3 - 43 Acres Sale Boundary - Blue Paint Unit Boundary - Red Paint **Survey Corner** Possible Landing Location Payment Unit Retention Area **Section Corners Gravel County Road** ==== Poor Dirt Hoister Lake N44° 8' 28.3776" W84° 34' 36.1668" Trust Lake Hilking

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

#### TIMBER SALE INFORMATION

#### MGR MIX (73-018-14-01)

T20N, R02W, SEC. 18; T20N, R02W, SEC. 19; T20N, R02W, SEC. 29. Gladwin County (Advertised Price \$151,531.94)

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Mixed Aspen	291.60 MBF	\$	43.80 / MBF
Mixed Oak	91.30 MBF	\$	134.30 / MBF
Red Oak	316.00 MBF	\$	197.90 / MBF
Pulpwood			
Mixed Aspen	700.00 Cords	\$	15.20 / Cord
Red Oak	503.00 Cords	\$	28.40 / Cord
Red Pine	339.00 Cords	\$	45.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$23,713.87:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Red Maple	66.10 MBF	\$	57.30 / MBF
Red Pine	23.70 MBF	\$	146.20 / MBF
White Oak	69.10 MBF	\$	68.00 / MBF
Pulpwood			
Mixed Oak	227.00 Cords	\$	8.40 / Cord
Other C. Sp.	59.00 Cords	\$	24.00 / Cord
Red Maple	767.00 Cords	\$	9.00 / Cord
White Oak	226.00 Cords	\$	6.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.24 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 **\$7,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	5%
02	36%
03	5%
04	34%
05	11%
06	9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2016.

# **Sale Specific Conditions & Requirements**

Sale Name: Mgr Mix Sale Number: 73-018-14-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (1/14)

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

# 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 2, 5, and 6, cut all trees that are two (2) inches or more at DBH except any green painted trees, white pine trees or red pine trees.

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

Within Payment Unit(s) 3, 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 red maple. Do not cut or damage any green painted trees.

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

Within Payment Unit(s) 4, all trees are designated for cutting that are 2" inches DBH and up regardless of merchantability. Exception, do not cut or damage any green painted tress, white pine trees or oak trees that are 22" inches DBH and above.

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

Within Payment Unit(s) 1, all red pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are every third row. Begin with the third row in from the outside of the plantation, then continue every third row. Contact sale administrator for location of first cut row. Do not cut any mixed hardwood speices.

# 2.2 - Utilization

# 2.2.2 - Chipping required (5/14)

Payment Unit 2 must be chip harvested to facilitate future silvicultural activities. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

## 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 4 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

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.

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

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

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.1.6 - 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 (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require the placement of stumps and slash into the road, throughout the length of routes to be closed. Contact the sale administrator for specific details of design and placement.

#### 4.3 - Public Right-of-Way

#### 4.3.2 - County R-O-W (12/06)

The county must be contacted prior to harvesting in the county road R-O-W. This applies to Meredith Grade Road.

# 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning harvesting operations. This conference can occur on site or over the phone.

# 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.

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

To facilitate reforestation, Payment Unit(s) 2 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

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

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

# 5.2.3.6 - Bark beetle restriction (12/08)

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

#### 5.2.4 - Dead and Down Creation

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

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

# 5.2.41 - Snowmobile trail protection (9/11)

The Meredith Trail is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Permission must be obtained from the Area Unit Manager to use the trail between December 1 and March 31. The snowmobile trail may only be crossed at right angles. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

# 5.2.43 - Opening protection (12/08)

No activities are permitted in openings marked on the Timber Sale Map with the letter "G". Any damage to the openings shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 5.4 - Soil Protection

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

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

#### 6 - Safety and Fire Prevention

# 6.2 - Signing

#### 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on Meredith Snowmobile Trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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.

Section Name: Sale Specific Current as of 10/23/2014 3:29:48PM



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

#### TIMBER SALE MAP

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

Sale Number 73-018-14-01

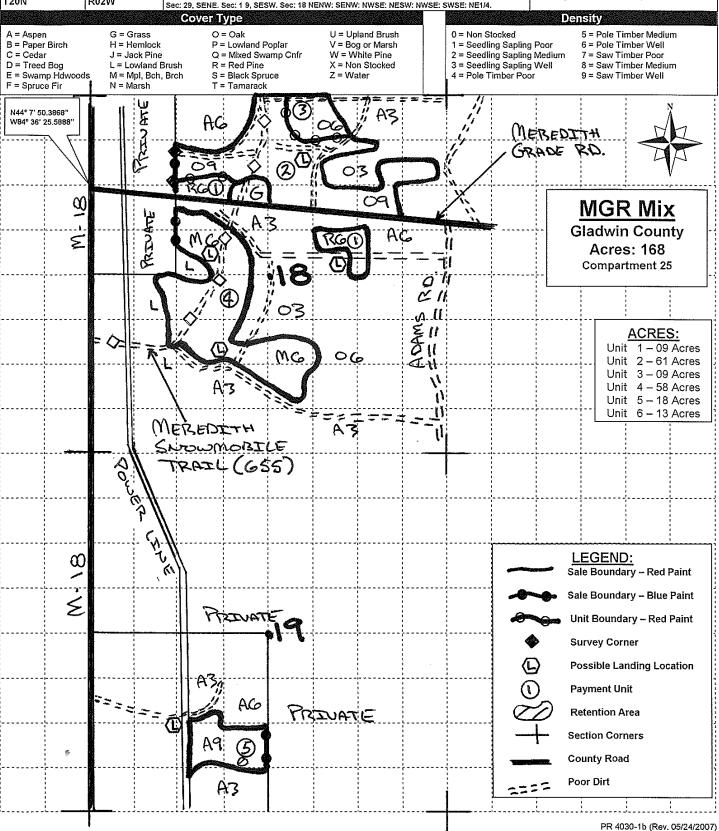
Year 2014

Forest Management Unit County Marked & Cruised By: S. SHOOLTZ & T. GALLAGHER Date Page of O9/10/2014 1 2

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

T20N Sec: 29, SENE. Sec: 19, SESW. Sec: 18 NENW: SENW: NWSE: NESW: NWSE: SWSE: NE1/4.

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





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

#### TIMBER SALE MAP

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

Forest Management Unit County Date Page Marked & Cruised By: S. SHOOLTZ & T. GALLAGHER of 09/10/2014 **GLADWIN UNIT** GLADWIN 2 Mapped By T. GALLAGHER Township Range Section(s) and Subdivision(s) Timber Sale Administrator: Tim Gallagher Scale: |...1 inch.....| = 1/4 mile **T20N** R02W Sec: 29, SENE. Sec: 1 9, SESW. Sec: 18 NENW: SENW: NWSE: NESW: NWSE: SWSE: NE1/4, Cover Type Density O = Oak
P = Lowland Poplar
Q = Mixed Swamp Cnfr G = Grass U = Upland Brush A = Aspen 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch C = Cedar H = Hemlock V = Bog or Marsh 6 = Pole Timber Well 1 = Seedling Sapling Poor W = White Pine J ≈ Jack Pine 2 = Seedling Sapling Medium 7 = Saw Timber Poor D = Treed Bog R = Red Pine 3 = Seedling Sapling Well 4 = Pole Timber Poor L = Lowland Brush X = Non Stocked 8 = Saw Timber Medium E = Swamp Hdwoods F = Spruce Fir M = Mpl, Bch, Brch S = Black Spruce Z = Water 9 = Saw Timber Well T = Tamarack N = Marsh **MGR Mix Gladwin County** Acres: 168 Compartment 25 ACRES: N44° 5' 56,2776" PRIVATE Unit 1 - 09 Acres W84° 33' 58.7772" Unit 2-61 Acres Unit 3 - 09 Acres Unit 4 – 58 Acres Unit 5 - 18 Acres Unit 6 - 13 Acres YRZUATE ERKE LEGEND: T Sale Boundary - Red Paint Sale Boundary - Blue Paint RENAS RD. Unit Boundary - Red Paint Survey Corner Possible Landing Location **Payment Unit** Retention Area **Section Corners County Road Poor Dirt** 

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

EEDERAL ID:

#### **BID FORM**

GLADWIN MANAGEMENT UNIT GLADWIN OFFICE

# THREE LAKES OAK (73-016-14-01) T20N, R02W, SEC. 08; T20N, R02W, SEC. 09, Gladwin County

In response to the notice of sale to be held 11:00 a.m. (local time) on November 19, 2014, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$18,789.67:

PRODUCTS & SPECIES	<u>ESTIMATEI</u>	O UNITS*	ADV	ERTISED PRICE
Sawlogs				
Mixed Aspen	38.80	MBF	\$	32.90 / MBF
Mixed Oak	52.90	MBF	\$	100.70 / MBF
Red Maple	7.60	MBF	\$	46.10 / MBF
Red Oak	33.10	MBF	\$	178.60 / MBF
Pulpwood				
Mixed Aspen	104.00	Cords	\$	12.10 / Cord
Mixed Oak	381.00	Cords	\$	6.70 / Cord
Red Maple	137.00	Cords	\$	7.20 / Cord
Red Oak	43.00	Cords	\$	26.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.61 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.

or SOCIAL SECURITY NUMBER:

					ı
	Company or individual bidding:			_	
	Company representative's name:			_	
	Address:			_	
	City:	State:	Zip:	_	
ا F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	I YOUR PROSPECTUS IN	THE ABOVE BOX.	J
Individual	or company representative's signatu	ıre:		Date:	
Phone nu	ımber :	Email (	optional):		



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

Signature of Owner or Authorized Representative

Title

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation You must check one of the boxes below: A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Federal ID (or) Social Security No. Name of Business Telephone Address ZIP City State I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

Date

#### **BID FORM**

GLADWIN MANAGEMENT UNIT GLADWIN OFFICE

#### MGR MIX (73-018-14-01)

T20N, R02W, SEC. 18; T20N, R02W, SEC. 19; T20N, R02W, SEC. 29, Gladwin County

In response to the notice of sale to be held 11:00 a.m. (local time) on November 19, 2014, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	UNITS*	AD\	VERTISED PRICE	BID PR	RICE
Sawlogs						
Mixed Aspen	291.60	MBF	\$	43.80 / MBF	\$	/ MBF
Mixed Oak	91.30	MBF	\$	134.30 / MBF	\$	/ MBF
Red Oak	316.00	MBF	\$	197.90 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	700.00	Cords	\$	15.20 / Cord	\$	/ Cord
Red Oak	503.00	Cords	\$	28.40 / Cord	\$	/ Cord
Red Pine	339.00	Cords	\$	45.20 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$23,713.87:

PRODUCTS & SPECIES	<u>ESTIMATEI</u>	D UNITS*	ADVI	ERTISED PRICE	:
Sawlogs					
Red Maple	66.10	MBF	\$	57.30 / MBF	
Red Pine	23.70	MBF	\$	146.20 / MBF	
White Oak	69.10	MBF	\$	68.00 / MBF	
Pulpwood					
Mixed Oak	227.00	Cords	\$	8.40 / Cord	
Other C. Sp.	59.00	Cords	\$	24.00 / Cord	
Red Maple	767.00	Cords	\$	9.00 / Cord	
White Oak	226.00	Cords	\$	6.80 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.24 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:	
L	ADJ E. DJ EAGE DI AGE THE DEDGO	NALIZED I ADEL EDOM	VOLED DECORECTLIS IN I	THE ARONE ROY
F AVAILA	ABLE, PLEASE PLACE THE PERSOI	NALIZED LABEL FROM	YOUR PROSPECTUS IN I	HE ABOVE BOX.
ndividual	or company representative's signature	re:		Date:
Phone nu	mber :	Email (c	ptional):	

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

Forest Man	agement Unit:	
Forest Mana	agement Unit.	

Sale Number (XX - XXX - XX - XX)

FOR DEPARTMENT USE ONLY

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

VERIFIC	ATION (	OF MODKED'S	DISABILITY	COMPENSATION	ACT COMPLIANCE
VERIFIC	AHON	UF WURNER 3	DISABILIT	COMPENSATION	ACI COMPLIANCE

This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation You must check one of the boxes below: A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Federal ID (or) Social Security No. Name of Business Telephone Address ZIP City State I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that

PR 4031-5 (Rev. 08/23/2010)

Date

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

Signature of Owner or Authorized Representative

Title