

#### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### TIMBER SALE PROSPECTUS

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

> TWO MILE PINE / T44N, R29W, SEC. 28, W 1/2SW. T44N, R29W, SEC. 29, E 1/2SE. DICKINSON COUNTY (Appr. \$40,588.35)

Sale Acres: 92

NUTTY BAR / T44N, R27W, SEC. 29, SWSE, S 1/2SW.

T44N, R27W, SEC. 30, NWSE, S 1/2SE, E 1/2SW.

T44N, R27W, SEC. 31, N 1/2NE.

T44N, R27W, SEC. 32, NWNW.

DICKINSON COUNTY (Appr. \$113,805.10)

Sale Acres: 165

U.P. NORTH SALE / T44N, R31W, SEC. 18, NWNW, SW 1/4.

T44N, R31W, SEC. 19, NENW. IRON COUNTY (Appr. \$15,563.40)

Sale Acres: 41

SALE DATE AND TIME: 3:00 p.m. on March 10, 2010.

#### CRYSTAL FALLS

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

- 1. <u>Bid Location Date and Time:</u> Bids must be received by the Unit Manager Crystal Falls Management Unit 1420 US-2 West Crystal Falls MI 49920 no later than 3:00 p.m. local time on March 10, 2010. For further information concerning this sale contact the Unit Manager at 906-875-6622.
- 2. <u>Bidder's Qualifications</u>: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor that contractor and that contractor's company are <u>not permitted</u> to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. Preparation of Sealed Bids: Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms each erasure or change must be initialed by the person signing the bid.
- 4. <u>Submission of Sealed Bids</u>: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an <u>envelope clearly identified</u> as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber" and (b) the sale name or number and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. Public Opening of Sealed Bids: If conditions permit the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: Award of the contract will be made to the Bidder whose bid conforming to the prospectus is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
- 7. <u>Down Payment:</u> The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. <u>Performance Security:</u> As guarantee of faithful performance a cash bond certificate of deposit surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used the coverage must extend for at least 6 months beyond the contract expiration.
- 9. Timber Sale Contract: Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at <a href="https://www.michigan.gov/dnr">www.michigan.gov/dnr</a>. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter the bidder must sign the contract and provide the required down payment performance security and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract in the sums stated in this prospectus. If these actions are not taken then the Bidder the Bidder's corporation and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition the Bidder certifies that if awarded this contract the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase cut and remove the included timber by the termination date.

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

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

11. Certification and Chain-of-Custody: Unless otherwise indicated in the contract under section  $\frac{7}{2}$  Other Conditions of the Sale Specific Conditions & Requirements the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-090N and the Sustainable Forestry Initiative (SFI) - Certificate #NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

REBECCA A. HUMPHRIES Director

#### TWO MILE PINE (054-10-01)

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

SPECIES	ESTIMATED VOLUME*	AP	PRAISED PRICE
SAWLOGS			
RED PINE	80.80 MBF	\$	133.00/MBF
PULPWOOD			
RED PINE	661.00 CORDS	\$	32.60/CORD
MIX ASPEN	239.00 CORDS	\$	20.80/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRIC			
PULPWOOD					
BALSAM FIR	42.00 CORDS	\$	11.35/CORD		
W. SPRUCE	23.00 CORDS	\$	17.15/CORD		
JACK PINE	95.00 CORDS	\$	25.80/CORD		

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 16.73 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount \$2,030.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT	UNIT	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1				35		
	2				20		
	3				45		

- 4. If no cutting takes place the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2012.



44N

#### 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.

012-054-10-01

Sale Number

2009

Year

Date Page of County Forest Management Unit Mapped By Rice 12/04/09 1 Crystal Falls Dickinson Cruised By Rice Scale: |...4" ....| = 1 mile

Township Range Section(s) and Subdivision(s) 29W

sec 28 W 1/2SW sec 29 E 1/2SE

Density

**Cover Type** 5 = Pole Timber Medium

G = Grass A = Aspen B = Paper Birch H = Hemlock C = Cedar J = Jack Pine

L = Lowland Brush D = Treed Bog E = Swamp Hdwoods F = Spruce Fir M = Mpl, Bch, Brch N = Marsh

O = Oak P = Lowland Poplar Q = Mixed Swamp Cnfr

R = Red Pine S = Black Spruce

T = Tamarack

U = Upland Brush V = Bog or Marsh W = White Pine

X = Non Stocked Z = Water

0 = Non Stocked

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium

3 = Seedling Sapling Well 4 = Pole Timber Poor

PVT

6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Medium

9 = Saw Timber Well

Two Mile Pine

Unit 1 26 acres Unit 2 26 acres Unit 3 40 acres

Total 92 acres

Improved Gravel Road Woods Road

Timber Sale Boundary **Payment Unit Boundary** Payment Unit Number

Survery Corner

◆ - Transmission Line Marked by: Rice

#### Sale Specific Conditions & Requirements

Sale Name: Two Mile Pine Sale Number: 12-054-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint. Interior Payment Unit boundaries are marked with yellow paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 - 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all merchantable jack pine, aspen/balm, and balsam fir.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 12 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) 3may 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.

#### 4 - Transportation

#### 4.1 - Construction

#### Sale Name: Two Mile Pine Sale Number: 12-054-10-01

4.1.12 - No new roads (12/08)

No new roads will be permitted. All operations are limited to existing roads.

#### 4.2 - Maintenance

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

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during prolonged wet weather conditions.

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

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

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

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

#### 5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1 - 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 1 to July 15. This restriction is to avoid snowmobile trail use, spring break up and bark slippage season.

#### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the Fire Tower Road without permission of the Dickinson County Road Commission.

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

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

#### Sale Name: Two Mile Pine Sale Number: 12-054-10-01

5.2.41 - Snowmobile trail protection (8/09)

The Big Wheel Road is a snowmobile trail as 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. Any road maintenance must be completed by December 1. Slash must be removed 20 feet from the road/trail edges. Decked forest products along the road/trail must be removed by December 1. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 5 feet of the trail must have the stumps removed and be disposed of according to the direction 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.

#### 5.8 - Protection of Endangered Species

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

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

#### NUTTY BAR (063-09-01)

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

SPECIES	ESTIMATED VOLUME*	API	PRAISED PRICE
PULPWOOD			
MIX ASPEN	1,939.00 CORDS	\$	28.05/CORD
MIX SOFTWD	987.00 CORDS	\$	29.35/CORD
MIX HARDWD	1,039.00 CORDS	\$	28.30/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
MIX HARDWD	7.20 MBF	\$ 145.00/MBF

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 6.11 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount \$6,000.00 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 may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT	UNIT	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1				36		
	2				32		
	3				24		
	4				80		

- 4. If no cutting takes place the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2012.



C = Cedar

G = Grass

#### Michigan Department of Natural Resources - Forest Management TIMBER SALE MAP

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

SALE NUMBER 120630901 YEAR 2009

OF FOREST MANAGEMENT UNIT: MAPPED BY SCOTT SEBERO DATE PAGE COUNTY 7/27/2009 CRYSTAL FALLS DICKINSON CRUISED BY SCOTT SEBERO

TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S) 44N 27W 29 SWSE, \$1/2SW

30 NWSE, S1/2SE, E1/2SW

31 N1/2NE 32 NWNW Scale: |.....4 inches......| = 1 mile

**Density** 

#### **Cover Type**

A = Aspen H = Hemlock B = Paper Birch J = Jack Pine

L = Lowland Brush

E = Swamp Hdwoods M = Mpl, Bch, Brch F = Spruce Fir N = Marsh

O = Oak

P = Lowland Poplar

Q = Mixed Swamp Cnfr R = Red Pine

S = Black Spruce

T = Tamarack U = Upland Brush

96

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

Z = Water

0 = Non Stocked

1 = Seedling Sapling Poor

2 = Seedling Sapling Medium 3 = Seedling Sapling Well

4 = Pole Timber Poor

A5

5 = Pole Timber Medium

6 = Pole Timber Well

7 = Saw Timber Poor 8 = Saw Timber Medium

9 = Saw Timber Well



165 Acres

Unit 1 53 acres

Unit 2 49 acres Unit 3 43 acres

Unit 4 20 acres



Q6

UZ

Al

State of Michigan, Department of Natural

3/

Sale Area

A6

29 U 1

**RED BOUNDARY LINE** TRAIL ROAD SURVEY CORNER **CENTER SECTION CUTTING UNIT** 

**LEGEND** 

#### **Sale Specific Conditions & Requirements**

Sale Name: Nutty Bar Sale Number: 12-063-09-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red paint. Do not cut painted sale boundary line trees unless also marked with orange paint. Painted unit line trees will not be cut until units on both sides of line have been paid for.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2 and 3, cut all aspen and mixed hardwood 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. Cut all spruce and balsam with a stump diameter of six inches or more. Do not cut any red or white pine, cedar or hemlock.

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

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

#### 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.

#### 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 moved at least 10 feet back from edge of road. Stumps shall be set upright.

#### Sale Name: Nutty Bar Sale Number: 12-063-09-01

#### 4.1.4 - Timber removed for construction (1/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other designated timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

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

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

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

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

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. If the Purchaser pulls out of the t-sale, the Unit manager or his representative must be notified before moving back into the t-sale. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (9/09)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 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 red paint line.

#### Sale Name: Nutty Bar Sale Number: 12-063-09-01

#### 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

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

Within Payment Unit(s) 4, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

#### 5.2.32 - Decking/landing restoration (2/04)

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

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

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

#### 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

#### 7.2.1 - One year extension (2/04)

Given justification, only one, I year extension may be granted if the contract has been paid for in full.

#### U.P. NORTH SALE (068-09-01)

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

SPECIES	ESTIMATED VOLUME*	APPR	AISED PRICE
PULPWOOD			
Q. ASPEN	367.00 CORDS	\$ 2	20.25/CORD
MIX SOFTWD	309.00 CORDS	\$ 2	21.05/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
P. BIRCH	48.00 CORDS	\$ 23.75/CORD
MIX HARDWD	24.00 CORDS	\$ 20.30/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 14.22 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount \$800.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
1			39		
2			23		
3			38		

- 4. If no cutting takes place the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2012.

# DNR DNR

### Michigan Department of Natural Resources - Forest Management

TIMBER SALE MAP

SALE NUMBER YEAR 120680901 09

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

FOREST MANAGEMENT UNIT:

COUNTY

IRON

CRUISED BY Linda Lindberg

DATE

9/29/2009

1 1

1

TOWNSHIP Range SECTION(S) AND SUBDIVISION(S)
44N Scale: |.....4 inches......| = 1 mile

**Density Cover Type** 0 = Non Stocked 5 = Pole Timber Medium V = Bog or Marsh H = Hemlock P = Lowland Poplar A = Aspen1 = Seedling Sapling Poor 6 = Pole Timber Well W = White Pine J = Jack Pine Q = Mixed Swamp Cnfr B = Paper Birch 2 = Seedling Sapling Medium 7 = Saw Timber Poor R = Red Pine X = Non Stocked C = Cedar L = Lowland Brush Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce 4 = Pole Timber Poor 9 = Saw Timber Well T = Tamarack N = Marsh F = Spruce Fir U = Upland Brush G = Grass O = Oak U.P. North Sale Block 2 Block 3 Block 1 15 Acres 11 Acres 15 Acres Total = 41 Acres Clearcut Block 2 Unit Line Block 1 tate of Michigan STATE Red Boundary Line Dirt Rd Blue Property Line

**DNR** Registered Corner

#### Sale Specific Conditions & Requirements

Sale Name: U.p. North Sale Sale Number: 12-068-09-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The Unit line between Units 2 and 3 is also marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2 and 3, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability, except spruce, balsam, cherry, elm, oak, hemlock, cedar, red pine and white pine. Cut all spruce and balsam that are 6 inches or larger at a 4" stump.

#### 2.3 - Log Rule

#### 2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the International ¼ Inch Log Rule.

#### 3 - Payments

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

#### 4 - Transportation

#### 4.1 - Construction

#### Sale Name: U.p. North Sale Sale Number: 12-068-09-01

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

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

Hauling for the northern portion of Payment Unit 2 is accessed by private land. Therefore, this portion of Unit 2 must be cut in frozen conditions. The restriction is to protect the road for the private landowner.

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

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

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the purchaser. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations.

#### 5.1.4 - Post-sale conference (9/09)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### Sale Name: U.p. North Sale Sale Number: 12-068-09-01

#### 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.

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

No slash or tree tops may exceed 36 inches in height.

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

To facilitate reforestation, Payment Unit(s) #1, 2, & 3 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.

#### 5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees.

#### 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.

#### 5.2.32 - Decking/landing restoration (2/04)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to insure 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.

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.1 - One year extension (2/04)

Given justification, only one, I year extension may be granted if the contract has been paid for in full.

TWO MILE PINE (054-10-01)
T44N, R29W, SEC. 28, W 1/2SW.
T44N, R29W, SEC. 29, E 1/2SE.
DICKINSON COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 10, 2010 I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	AI	PRAISED PRICE	В	ID PRICE	ESTIMATED VOL	UME* = VALUE
SAWLOGS						
RED PINE	\$	133.00/MBF	\$	Х	80.80 MBF	= \$
PULPWOOD						·
RED PINE	\$	32.60/CORD	\$	х	661.00 CORDS	= \$
MIX ASPEN	\$	20.80/CORD	\$	x	239.00 CORDS	= \$
					SUBTOTAL 1	\$

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

SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
BALSAM FIR	\$ 11.35/CORD	42.00 CORDS	= \$ 476.70
W. SPRUCE	\$ 17.15/CORD	23.00 CORDS	= \$ 394.45
JACK PINE	\$ 25.80/CORD	95.00 CORDS	= \$ 2,451.00
		SUBTOTAL 2	\$3,322.15
	SUBTOTAL 1 + SUBTOTAL 2	= TOTAL BID VALU	JE \$

<sup>\*</sup>These volumes are statistically estimated within plus (+) or minus (-) 16.73%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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



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

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525

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

	of Act 451 of 1994, as	s amended.			
	VERIFICATION OF	WORKER'S DISAB	ILITY COMPENS	ATION ACT COMPLIA	NCE
•	This verification must be completed and sale contract.	d submitted within	21 days of contr	act award and prior to	the issuance of the timber
•	In addition, if boxes 2B or 2C are check days of the contract award and prior to	ed, then Notice of E the issuance of the	Exclusion or Cer timber sale cor	tificate of Insurance m tract.	ust be submitted within 21
•	All Information must be typed or printed	d except for written	signatures.		
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> ch A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	neck <u>one</u> of the boxe	s below):		
2.	A.  I certify that my business is a solution Worker's Compensation Laws.  B.  I certify that my business has said	tisfied its obligation	to the Worker's	Compensation Act thro	ugh the use of an approved
	Notice of Exclusion (BWC-337, Reaward. (For questions or a copy of C.   I certify that my business has a V days of the contract award.	f the BWC-337, pleas	se call the Worke	r's Compensation Burea	au at 517-322-1195).
3.	If you have checked item 2(A) or 2(B), y including family members and active partn	ou <b>must</b> indicate the lers (if none, you must	ne number of <b>bo</b> n st enter "0").	th full and part time er	nployees other than yourself
	Full Time	Employees		Pa	art Time Employees
Nar	me of Business		Federal ID (or) S	Social Security No.	
Add	dress		Telephone No.		
City	у	State		Zip + 4	
COV	ereby certify that the above information is truverage during any of my present and future of Signature of Owner or Authorized Represen	operations.	ee to notify the D	NR of any changes that	occur in factors affecting my
-	Title		 Dat	e	

#### NUTTY BAR (063-09-01)

T44N, R27W, SEC. 29, SWSE, S 1/2SW.
T44N, R27W, SEC. 30, NWSE, S 1/2SE, E 1/2SW.
T44N, R27W, SEC. 31, N 1/2NE.
T44N, R27W, SEC. 32, NWNW.
DICKINSON COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 10, 2010 I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

non responsive bid form	s may be rejected.
SPECIES	APPRAISED PRICE BID PRICE ESTIMATED VOLUME* = VALUE
PULPWOOD	
MIX ASPEN	\$ 28.05/CORD \$ X 1,939.00 CORDS = \$
MIX SOFTWD	\$ 29.35/CORD \$ X 987.00 CORDS = \$
MIX HARDWD	\$ 28.30/CORD \$ X 1,039.00 CORDS = \$
	SUBTOTAL 1 \$
In addition the success appraised price:	ful bidder agrees to purchase the following species at the
SPECIES SAWLOGS	APPRAISED PRICE ESTIMATED VOLUME* VALUE
MIX HARDWD	\$ 145.00/MBF 7.20 MBF = \$ 1,044.00
	SUBTOTAL 2 \$ 1,044.00
;	SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$
*These volumes are stat:	istically estimated within plus (+) or minus (-) 6.11%. These

\*These volumes are statistically estimated within plus (+) or minus (-) 6.11%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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



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

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

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

	COMPENSATION ACT CO	MPLIANCE			
	As required by Act 317, P.A. 1969 (Worker's Con of Act 451 of 1994, as amen		525	Forest Area:	
	VERIFICATION OF WOR	KER'S DISABILIT	Y COMPENS	ATION ACT COMPLIANC	CE
•	This verification must be completed and sub sale contract.	mitted within 21 d	lays of contr	act award and prior to th	ne issuance of the timber
•	In addition, if boxes 2B or 2C are checked, the days of the contract award and prior to the is	nen Notice of Excl ssuance of the tim	usion or Cer ber sale con	tificate of Insurance mustract.	st be submitted within 21
•	All Information must be typed or printed exce	ept for written sig	natures.		
Ple	ase Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check o	ne of the boxes be	low):		
	A.  Sole Proprietorship (individual)				
	B.  Partnership				
	C. Corporation				
2.	You <b>must</b> check <u>one</u> of the boxes below:				
	A.  I certify that my business is a sole proposition of the compensation Laws.	orietorship and it h	as no employ	vees but the sole propriet	or. I am not subject to the
	B.  I certify that my business has satisfied Notice of Exclusion (BWC-337, Rev. 5/ award. (For questions or a copy of the E	96). I will provide	a copy of the	e Notice of Exclusion with	nin 21 days of the contract
	C.   I certify that my business has a Worker days of the contract award.	r's Compensation I	Policy. I will	provide an original Certific	cate of Insurance within 21
3.	If you have checked item 2(A) or 2(B), you mincluding family members and active partners (if			th full and part time emp	loyees other than yourself
	Full Time Empl	lovoos		Part	Time Employees
	ruii riine Empi	loyees		1 and	Time Employees
Nar	ne of Business	İF	ederal ID (or) S	Social Security No.	
			, ,	•	
Add	Iress		elephone No.		
City	State			Zip + 4	
l he	ereby certify that the above information is true and	d correct. I agree to	o notify the D	NR of any changes that o	ccur in factors affecting my
	erage during any of my present and future opera			, 0	,
_					
;	Signature of Owner or Authorized Representative	•			
-	Title	• · · · · · · · · · · · · · · · · · · ·		r <sub>A</sub>	
	TIUC		Dai	.6	

# U.P. NORTH SALE (068-09-01) T44N, R31W, SEC. 18, NWNW, SW 1/4. T44N, R31W, SEC. 19, NENW. IRON COUNTY

In response to the notice of sale to be held 3:00 p.m. on March 10, 2010 I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	APP	PRAISED PRICE	BID PRICE	ESTIMATED	VOLUME* = VALUE
PULPWOOD Q. ASPEN	ė	20 25 (CODD	<b>.</b>	0.65 0.0	
MIX SOFTWD	\$ \$	20.25/CORD 21.05/CORD	\$x \$ x		·
33333 2323.2	*	21.03/0010	YX	309.00 CO	RDS = \$
				SUBTOTAL 1	\$
In addition the succe appraised price:	essful b	idder agrees	to purchase the f	Following sp	ecies at the
SPECIES PULPWOOD	APPRA	ISED PRICE	ESTIMATED	VOLUME *	VALUE
P. BIRCH	\$	23.75/CORD	48.00	CORDS =	\$ 1,140.00
MIX HARDWD	\$	20.30/CORD	24.00		\$ 487.20
			su	BTOTAL 2	\$1,627.20
	SUBTO	TAL 1 + SUBT	COTAL 2 = TOTA	L BID VALUE	\$
*These volumes are st estimated volumes ar to examine this timb	e final	and not subje	ct to adjustment	. Prospecti	ive bidders are urged
I understand that any will be the basis to must be bid or the bi awarding a contract w contract based upon e	determin d form n ill be 1	ne total bid v may be rejecte pased upon my	alue. All bids d. I also unders past performance	must be sign tand that co and ability	ned and all bid items onsideration and
(bidder's p	rinted r	name)	(bidder's si	gnature)	
Address/Telephone					

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



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

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

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

	COM ENGATION AC	I JOIN ENTITE				
As required by Act 317, P.A. 1969 (Worker's Compensation) and Par of Act 451 of 1994, as amended.			art 525	Forest Area:		
	VERIFICATION O	F WORKER'S DISABIL	ITY COMPENS	ATION ACT COMPLIAN	CE	
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Ple	ase Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.  Sole Proprietorship (individual)  B.  Partnership  C.  Corporation					
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than yourself</li> </ul>					
<b>,</b>	including family members and active partners (if none, you must enter "0").  Full Time Employees  Part Time Employees					
Name of Business			Federal ID (or) Social Security No.			
Address			Telephone No.			
City		State		Zip + 4		
- S	ereby certify that the above information is to erage during any of my present and future Signature of Owner or Authorized Represe	e operations.	e to notify the D		ocur in factors affecting my	
	ı ilic		Dat	<b>੮</b>		