

# DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT STATE OF MICHIGAN

#### TIMBER SALE PROSPECTUS

SALE TIME, DATE AND LOCATION 3:00 p.m. on August 11, 2010 CRYSTAL FALLS

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. The Bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs, and sale contract terms of the proposed sale.

COMPARTMENT 2 ASPEN / T44N, R30W, SEC. 30, S1/2SW, NESW.

DICKINSON COUNTY (Appr. \$15,183.00)

SALE ACRES: 36

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.

MODEL T ASPEN / T43N, R29W, SEC. 18, S1/2NE, SENW.

DICKINSON COUNTY (Appr. \$9,524.10)

SALE ACRES: 18

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.

DOGLEG ASPEN / T44N, R27W, SEC. 18, SWSW.

T44N, R27W, SEC. 19, NWSW, E1/2NW.

T44N, R28W, SEC. 12, SWSE.

T44N, R28W, SEC. 13, N1/2NE, S1/2SE.

T44N, R28W, SEC. 24, NWNE, NENW.

DICKINSON COUNTY (Appr. \$60,375.45)

SALE ACRES: 105

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 private or state forest land.

Please be aware that some landowners may request 60 days or more notice for forest harvesting access across their land.

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

- 1. <u>Bid Location</u>, <u>Date</u>, <u>and Time</u>: Bids must be received by the Unit Manager, Crystal Falls Management Unit, 1420 US-2 West, Crystal Falls, MI 49920, no later than 3:00 p.m., local time, on August 11, 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 not permitted 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. Performance Security: 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 7 - Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

REBECCA A. HUMPHRIES Director

#### COMPARTMENT 2 ASPEN (055-10-01)

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*	APPR	RAISED PRICE
PULPWOOD			
MIX ASPEN	505.00 CORDS	\$	23.65/CORD
MIX HARDWD	75.00 CORDS	\$	22.00/CORD

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

SPECIES	ESTIMATED VOLUME*	APP	RAISED PRICE
PULPWOOD			
P. BIRCH	28.00 CORDS	\$	16.70/CORD
BALSAM FIR	61.00 CORDS	\$	11.55/CORD
W. SPRUCE	24.00 CORDS	\$	17.40/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 13.49 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,000.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2012.

# STOF NATURAL

# 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.

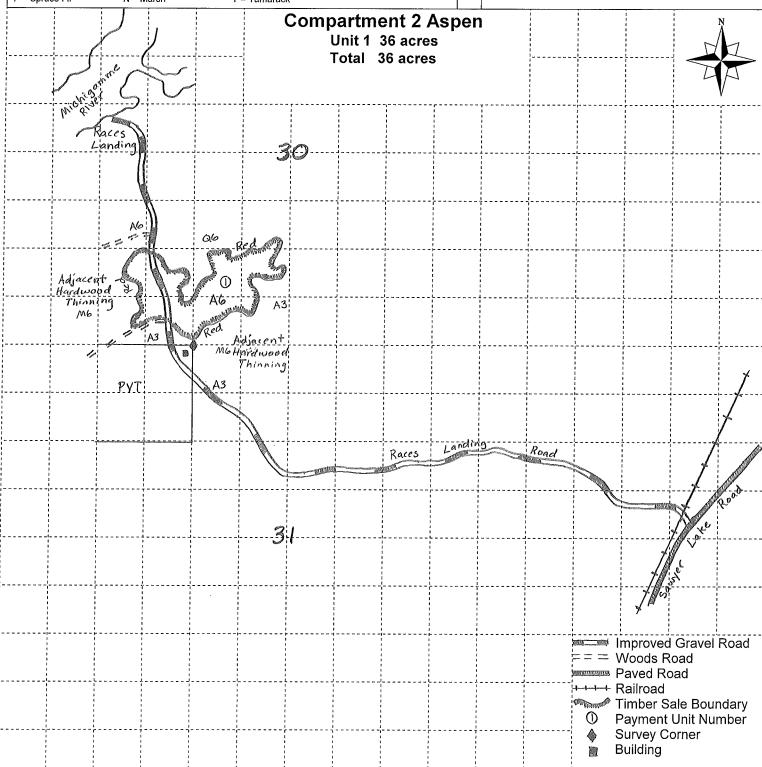
Sale Number Year

2010 012-055-10-01

Forest Management Unit County Date Page of Mapped By Rice Crystal Falls Dickinson 02/12/10 Rice 1 Cruised By Township Range Section(s) and Subdivision(s)

Scale: |...4"....| = 1 mile 30W S1/2SW, NESW Sec 30 44N

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



#### Sale Specific Conditions & Requirements

Sale Name: Compartment 2 Aspen Sale Number: 12-055-10-01

# 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Also, all spruce and balsam fir with a stump diameter of 10" or larger should be cut. DO NOT CUT elm, black cherry, white pine, red pine, hemlock, oak, cedar, or spruce/fir with a stump diameter less than 10 inches.

# 4 - Transportation

9 1.

# 4.1 - Construction

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

If a spur is constructed east of the county road, it must be blocked to vehicle traffic upon completion of the sale. Stumps and brush shall be placed the length of the spur, making it impassable to ORVs. Stumps from road building and landing construction can be reserved for the road closure.

# 4.1.12 - No new roads (12/08)

No new roads will be permitted, except a short back in spur may be constructed if needed east of the county road. All operations are limited to existing roads.

#### 4.2 - Maintenance

# 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest or county 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

Section Name: Sale Specific Page 1 of 2 Current as of 7/2/2010 9:16:50AM

Sale Name: Compartment 2 Aspen Sale Number: 12-055-10-01

#### 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, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of March 15 to June 1. This restriction is to avoid the spring breakup season.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Races Landing Road without permission of the Unit Manager or his/her representative and the Dickinson County Road Commission.

#### 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.

#### MODEL T ASPEN (056-10-01)

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*	API	PRAISED PRICE
PULPWOOD			
MIX ASPEN	214.00 CORDS	\$	27.95/CORD
MIX SOFTWD	116.00 CORDS	\$	25.80/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
MIX HARDWD	20.00 CORDS	\$ 27.50/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 13.86 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$500.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2012.



# 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 120561001

YEAR 2010

PR4030-1A (Rev. 03/29/2006)

FOREST MANAGEMENT UNIT: PAGE OF MAPPED BY SCOTT SEBERO DATE COUNTY 03/01/2010 **DICKINSON** CRYSTAL FALLS CRUISED BY SCOTT SEBERO TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S) Scale: |.....4 inches......| = 1 mile 29W 43N 18 S1/2NE, SENW **Cover Type** Density V = Bog or Marsh W = White Pine 0 = Non Stocked 5 = Pole Timber Medium P = Lowland Poplar H = Hemlock A = Aspen J = Jack Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well B = Paper Birch Q = Mixed Swamp Cnfr 2 = Seedling Sapling Medium 7 = Saw Timber Poor R = Red Pine X = Non Stocked C = Cedar L = Lowland Brush E = Swamp Hdwoods 3 = Seedling Sapling Well 8 = Saw Timber Medium S = Black Spruce Z = Water M = Mpl, Bch, Brch 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir N = Marsh T = Tamarack G = Grass O = Oak U = Upland Brush **MODEL T ASPEN** 18 Acres TURNER RWER CFR 439.3 State 8 of MI 560 Keweenaw Land Assoc Ltd CFR 168.4 Ford 18 Keweenaw 460.2 Land State Assoc Ltd of MI Sale Area CFR 160 **LEGEND** RED BOUNDARY LINE . TRAIL ROAD -CENTER SECTION 18

# Sale Specific Conditions & Requirements

Sale Name: Model T Aspen Sale Number: 12-056-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint.

# 2 - Timber Specifications

# 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all 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 stump diameters greater than six inches. No cedar, oak or red and white pine are to be cut.

# 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.

#### 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. 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

# Sale Name: Model T Aspen Sale Number: 12-056-10-01

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.

#### 5.2.1.2 - Slash Removal

# 5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 50 feet from the cleared right-of-way of Turner Road and the Railroad tracks. All slash must be removed at least 10 feet from the cleared portion of the existing woods trail.

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

No slash or tree tops may exceed 36 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, unless changed by written agreement, no activity of any kind will be allowed on the Railroad tracks or it's right of way. This restriction is to prevent any possible damage.

# 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.

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

No decking is allowed within 50 feet of Turner Road.

# 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, 1 year extension may be granted if the contract has been paid for in full.

Sale Name: Model T Aspen Sale Number: 12-056-10-01

#### DOGLEG ASPEN (057-10-01)

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*	API	RAISED PRICE
PULPWOOD			
W. SPRUCE	204.00 CORDS	\$	17.15/CORD
MIX ASPEN	2,153.00 CORDS	\$	22.35/CORD
MIX HARDWD	202.00 CORDS	\$	20.70/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS WHITE PINE	6.30 MBF	\$ 54.00/MBF
PULPWOOD	0.000 1	4
P. BIRCH	54.00 CORDS	\$ 17.50/CORD
BALSAM FIR	182.00 CORDS	\$ 10.65/CORD
WHITE PINE	56.00 CORDS	\$ 24.15/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 9.88 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$3,019.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 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				19%		
	2				42%		
	3				32%		
	4				07%		

- 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.



G = Grass

# 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 Year 2010 012-057-10-01

Forest Management Unit County Date Page of Mapped By Rice Crystal Falls Dickinson 03/30/10 1 Cruised By Rice

Township Range Section(s) and Subdivision(s) T44N R27W sec18 SWSW sec19 NWSW, E1/2NW Scale: |...4"....| = 1 mile 27,28W 44N T44N R28W sec12 SWSE, sec13 N1/2NE, S1/2SE sec24 NWNE, NENW

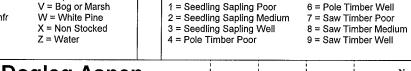
> **Cover Type** Density

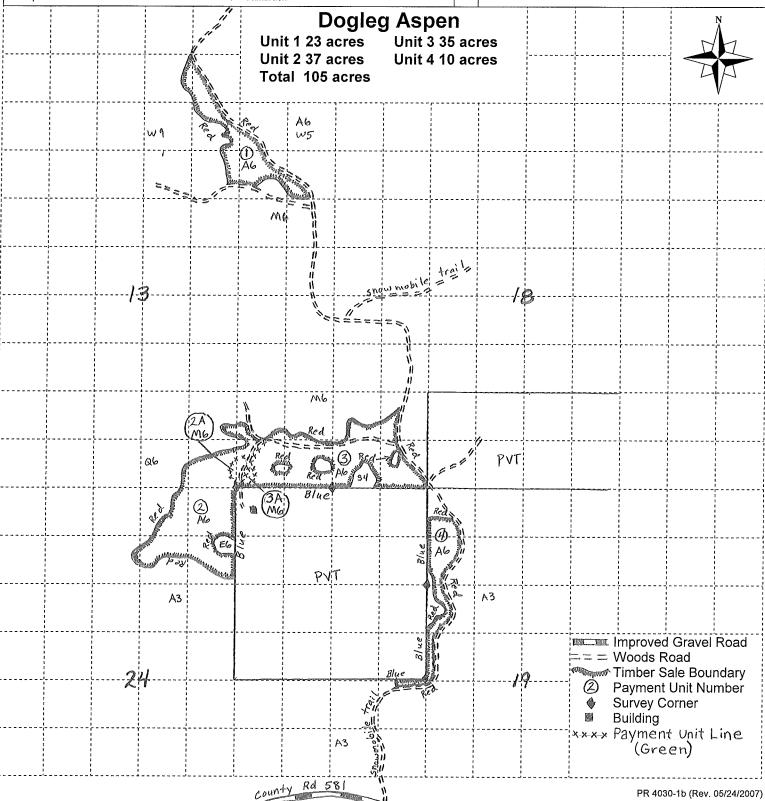
O = Oak U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium

A = Aspen B = Paper Birch P = Lowland Poplar H = Hemlock J = Jack Pine Q = Mixed Swamp Cnfr C = Cedar D = Treed Bog L = Lowland Brush R = Red Pine

E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce

F = Spruce Fir N = Marsh T = Tamarack





#### Sale Specific Conditions & Requirements

Sale Name: Dogleg Aspen Sale Number: 12-057-10-01

#### 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 green 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 green paint.

# 2 - Timber Specifications

# 2.1 - Included Timber

# 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (12/08)

Within Payment Unit(s) 1-4, cut all orange marked trees and all other trees which meet minimum piece specifications in 2.2 Utilization. Except, DO NOT CUT unmarked white pine, spruce and balsam fir with a stump diameter less than 8", trees marked with green paint, red pine, black cherry, yellow birch, oak, or cedar. In Units 2A and 3A, do not cut maple unless marked with orange paint.

# 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 2 and 3 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

# 4 - Transportation

#### 4.1 - Construction

# 4.1.3 - 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 roadsshall 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. 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.

# Sale Name: Dogleg Aspen Sale Number: 12-057-10-01

#### 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. Stumps and brush shall be placed in the road course, making it impassible to ORVs. Stumps from road building and landing construction can be reserved for the road closure. 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 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.

#### 4.4 - Access

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

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

# 5 - Operations

#### 5.2 - 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.

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

No slash or tree tops may exceed 36 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 - 4, unless changed by written agreement, cutting, skidding, and hauling are not permitted from December 1 to June 1. This restriction is to avoid snowmobile trail use during the winter and to avoid spring breakup conditions.

# Sale Name: Dogleg Aspen Sale Number: 12-057-10-01

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

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

#### 5.2.41 - Snowmobile trail protection (8/09)

The main woods road to access the sale area 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. Any road maintenance/restoration must be done prior to December 1. All slash within 20 feet of the snowmobile trail must be removed. If forest products are decked along the snowmobile trail, they must be removed prior to 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.

# 5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the low ground areas bounded by red paint as shown on the timber sale map. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

#### 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.

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

# COMPARTMENT 2 ASPEN (055-10-01) T44N, R30W, SEC. 30, S1/2SW, NESW. DICKINSON COUNTY

In response to the notice of sale to be held 3:00 p.m. on August 11, 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	APPRA	ISED PRICE	BID PRICE	ESTIMATE	ED VOLUM	E* = '	VALUE
PULPWOOD	ė 2	3 6E/COPD	ć v	505.00	CORDS	_	ė
MIX ASPEN	•	3.65/CORD 2.00/CORD	\$X \$ X	75.00		_	\$ \$
MIX HARDWD	\$ 4	2.00/CORD	δ^	75.00	CORDS	_	P
				SUBTOTAL	. 1 \$		
In addition, the succe	essful bi	dder agrees	to purchase the	following	specie:	s at	the
SPECIES	APPRAIS	ED PRICE	ESTIMATED	VOLUME*	VA	LUE	
PULPWOOD							
P. BIRCH	\$ 1	6.70/CORD	28.00	CORDS	= \$		
BALSAM FIR	\$ 1	1.55/CORD	61.00	CORDS	= \$	704.	55
W. SPRUCE	\$ 1	7.40/CORD	24.00	CORDS	= \$	417.	60
*These volumes are statestimated volumes are to examine this timber I understand that any	tistical final and and to	ly estimated d not subject make their or ——	t to adjustment. wn estimates of	or minus Prospec quantity	(-) 13 tive bio and qual	.49%. lders Lity.	are urged
vill be the basis to donust be bid or the bid warding a contract without the bid or the bid warding a contract with the based upon equal to the based of the base	letermine l form may .11 be bas	total bid va y be rejected sed upon my p	alue. All bids i. I also unders past performance	must be s tand that and abil	igned ar	nd al: eratio	l bid items on and
(bidder's pr	inted nar	me)	(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 ENGINEERING COM EMINOR						
	As required by Act 317, P.A. 1969 (Worker's Compensation) and F of Act 451 of 1994, as amended.	Part 525	Forest Area:				
	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 Eddays of the contract award and prior to the issuance of the			st be submitted within 21			
•	All Information must be typed or printed except for written s	signatures.					
Ple	ase Check Appropriate Categories:						
1.	My business is organized as (you must check one of the boxes	below):					
	A. Sole Proprietorship (individual)						
	B.  Partnership						
	C. Corporation						
2.	You <b>must</b> check <u>one</u> of the boxes below:						
	A.  I certify that my business is a sole proprietorship and it Worker's Compensation Laws.	t has no employ	ees but the sole proprieto	or. I am not subject to the			
	B.  I certify that my business has satisfied its obligation to Notice of Exclusion (BWC-337, Rev. 5/96). I will provid award. (For questions or a copy of the BWC-337, please	de a copy of the	Notice of Exclusion with	nin 21 days of the contract			
	C.  I certify that my business has a Worker's Compensatio days of the contract award.	n Policy. I will p	provide an original Certific	ate of Insurance within 21			
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the including family members and active partners (if none, you must		h full and part time emp	oyees other than yourself			
	Full Time Employees		Part	Time Employees			
		·					
Nam	ne of Business	Federal ID (or) S	ocial Security No.				
Addı	ress	Telephone No.					
City	State		Zip + 4				
l he	reby certify that the above information is true and correct. I agree	to notify the DN	NR of any changes that oc	cur in factors affecting my			
cove	erage during any of my present and future operations.	-					
			·				
S	signature of Owner or Authorized Representative						
T	itle	Date	)				

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

# MODEL T ASPEN (056-10-01) T43N, R29W, SEC. 18, S1/2NE, SENW. DICKINSON COUNTY

In response to the notice of sale to be held 3:00 p.m. on August 11, 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	APPRAISED PRIC	E BID PRICE	ESTIMATED VOLUM	ME* = VALUE
PULPWOOD		<u></u>		
MIX ASPEN	\$ 27.95/CORD			-
MIX SOFTWD	\$ 25.80/CORD	\$X	116.00 CORDS	= \$
			SUBTOTAL 1 \$	\$
In addition, the succe appraised price:	essful bidder agre	es to purchase the	following specie	es at the
SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED	VOLUME* VA	ALUE
MIX HARDWD	\$ 27.50/CORD	20.00	CORDS = \$	550.00
		S	UBTOTAL 2 \$	550.00
	SUBTOTAL 1 +	SUBTOTAL 2 = 5	FOTAL BID VALUE \$	3
*These volumes are sta estimated volumes are to examine this timber	final and not sub	ject to adjustment	. Prospective bi	dders are urged
I understand that any will be the basis to on the bid or the bid awarding a contract with contract based upon equations.	determine total bid d form may be rejectil be based upon n	d value. All bids cted. I also unders my past performance	must be signed a stand that consid e and ability to	and all bid items deration and
(bidder's pr	rinted name)	(bidder's s	ignature)	
Address/Telephone _				<del></del>

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 DEP	ARTMENT USE ONLY	
Sale or Permit No		
Year:	Type:	
Forest Area:		

	As required by Act 247, P. A. 1060 (Marker's Company)	a) and Dad 535	Forest	^roo!	<u> </u>	
	As required by Act 317, P.A. 1969 (Worker's Compensation of Act 451 of 1994, as amended.	n) and Paπ 525	Forest	Area:		
	VERIFICATION OF WORKER'S D	ISABILITY ÇO	MPENSATION	ACT COMPLIANCE		
•	This verification must be completed and submitted w sale contract.	vithin 21 days o	of contract aw	ard and prior to the	issuance of the timber	
•	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 wi	ritten signatur	es.			
Ple	ase Check Appropriate Categories:					
1.	My business is organized as (you must check one of the A.  Sole Proprietorship (individual)  B.  Partnership  C.  Corporation	boxes below):				
2.	You must check one of the boxes below:  A.  I certify that my business is a sole proprietorship Worker's Compensation Laws.	and it has no	employees bu	t the sole proprietor.	I am not subject to the	
	<ul> <li>B.</li></ul>					
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicating including family members and active partners (if none, you			and part time employ	ees other than yourself	
	Full Time Employees			Part Ti	me Employees	
lam	e of Business	Federal	D (or) Social Se	ecurity No.		
ddr	ess	Telephor	ne No. )			
ity	State			Zip + 4		
ove	eby certify that the above information is true and correct. I rage during any of my present and future operations.  Ignature of Owner or Authorized Representative	l agree to notify	the DNR of ar	ny changes that occu	r in factors affecting my	
Ti	tle .		Date			

DOGLEG ASPEN (057-10-01)
T44N, R27W, SEC. 18, SWSW.
T44N, R27W, SEC. 19, NWSW, E1/2NW.
T44N, R28W, SEC. 12, SWSE.
T44N, R28W, SEC. 13, N1/2NE, S1/2SE.
T44N, R28W, SEC. 24, NWNE, NENW.
DICKINSON COUNTY

In response to the notice of sale to be held 3:00 p.m. on August 11, 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	AP	PRAISED PRICE	BI	D PRICE	ESTIMATE	VOLUME*	=	VALUE
PULPWOOD								
W. SPRUCE	\$	17.15/CORD	\$	x	204.00	CORDS	=	\$
MIX ASPEN	\$	22.35/CORD	\$	x	2,153.00	CORDS	=	\$
MIX HARDWD	\$	20.70/CORD	\$	x	202.00	CORDS	=	\$
					SUBTOTAL	1 \$		

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

SPECIES	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
SAWLOGS			
WHITE PINE	\$ 54.00/MBF	6.30 MBF	= \$ 340.20
PULPWOOD			
P. BIRCH	\$ 17.50/CORD	54.00 CORDS	= \$ 945.00
BALSAM FIR	\$ 10.65/CORD	182.00 CORDS	= \$ 1,938.30
WHITE PINE	\$ 24.15/CORD	56.00 CORDS	= \$ 1,352.40
		SUBTOTAL 2	\$ 4,575.90
	SUBTOTAL 1 +	SUBTOTAL 2 = TOTAL BID	VALUE \$

\*These volumes are statistically estimated within plus (+) or minus (-) 9.88%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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



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

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

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

As required by Act 317, P.A. 1969 (Wo of Act 451 of 1994		Forest Area:				
VERIFICATION	OF WORKER'S DISABILIT	SABILITY COMPENSATION ACT COMPLIANCE				
This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the time 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 print	ted except for written sign	gnatures.				
Please Check Appropriate Categories:						
Worker's Compensation Laws.  B.	v: sole proprietorship and it has satisfied its obligation to the Rev. 5/96). I will provide a of the BWC-337, please cal Worker's Compensation Po	has no employees but the sole proprietor. I am not subject to the the Worker's Compensation Act through the use of an approved a copy of the Notice of Exclusion within 21 days of the contract that the Worker's Compensation Bureau at 517-322-1195).  Policy. I will provide an original Certificate of Insurance within 21 number of both full and part time employees other than yourself				
Full Tim	e Employees	Part Time Employees				
Name of Business	Fed	ederal ID (or) Social Security No.				
Address	Tele	elephone No.				
City	State	Zip + 4				
I hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative						
Title		Date				