

## DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT STATE OF MICHIGAN

#### TIMBER SALE PROSPECTUS

SALE TIME, DATE AND LOCATION 3:00 p.m. on October 27, 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.

BIG DITCH ASPEN / T43N, R31W, SEC. 09, NWNW.

T43N, R31W, SEC. 16, W1/2SW.

T43N, R31W, SEC. 17, E1/2NE.

IRON COUNTY (Appr. \$43,780.50)

SALE ACRES: 100

No designated recreation site such as a trail, pathway, or campground is within the sale area.

Access may be through private land.

TWIRLING EAGLES SALE / T45N, R31W, SEC. 02, SENW, NESW, NENW.

IRON COUNTY (Appr. \$12,249.25)

SALE ACRES: 27

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. Bid Location, Date, and Time: 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 October 27, 2010. For further information concerning this sale, contact the Unit Manager at 906-875-6622.
- 2. Bidder's Qualifications: 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 DNRE/FMD 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. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. 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

## BIG DITCH ASPEN (062-10-01)

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	975.00 CORDS	\$	22.60/CORD
MIX SOFTWD	673.00 CORDS	\$	23.10/CORD
MIX HARDWD	287.00 CORDS	\$	21.60/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 7.31 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 \$2,500.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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				10%		
	2				22%		
	3				32%		
	4				36%		

- 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.



## 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 120621001 YEAR 2010

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

PAGE OF FOREST MANAGEMENT UNIT: COUNTY MAPPED BY SCOTT SEBERO DATE 2 05/12/2010 CRYSTAL FALLS IRON CRUISED BY SCOTT SEBERO TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S) Scale: |.....4 inches......| = 1 mile 31W 43N 9 NWNW, 16 W1/2SW, 17 E1/2NE **Density Cover Type** 5 = Pole Timber Medium A = Aspen P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked H = Hemlock 6 = Pole Timber Well B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor C = Cedar L = Lowland Brush S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium E = Swamp Hdwoods M = Mpl, Bch, Brch 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir N = Marsh T = Tamarack U = Upland Brush G = Grass O = Oak Big Ditch Aspen 100 Acres Unit 1 10 acres Unit 2 22 acres Unit 3 32 acres Unit 4 36 acres PETERSON ROAD **LEGEND** BLUE PROPERTY LINE -X X RED BOUNDARY LINE -TRAIL ROAD ---CENTER SECTION 16 UZ **CUTTING UNIT** SURVEY CORNER PROPOSED ROAD ---



BLUE PROPERTY LINE -X X-

RED BOUNDARY LINE TRAIL ROAD -CENTER SECTION 9 CUTTING UNIT UI

SURVEY CORNER 4

Michigan Department of Natural Resources - Forest Management

SALE NUMBER

YEAR

TIMBER SALE MAP 120621001 This information provided by authority of Part 525 of Act 451, PA 1994, as amended. 2010 FOREST MANAGEMENT UNIT: COUNTY MAPPED BY SCOTT SEBERO DATE PAGE OF CRYSTAL FALLS **IRON** CRUISED BY SCOTT SEBERO 05/12/2010 2 TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S) 43N 31W Scale: |.....4 inches......| = 1 mile 9 NWNW, 16 W1/2SW, 17 E1/2NE **Cover Type** Density A = Aspen B = Paper Birch H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor M = Mpl, Bch, Brch E = Swamp Hdwoods S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium F = Spruce Fir N = Marsh T = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well G = Grass O = Oak U = Upland Brush Big Ditch Aspen 100 Acres Unit 1 10 acres Unit 2 22 acres Unit 3 32 acres Unit 4 36 acres MICHIGAMME ROAD RESERVOIR CHANNING WAY DAM ROAD EES Rail Road MICHIGAMME RESERVOIR Energies 358 WE Energi lobert k Rosalie St John Real Estate Co 40 ROAD Escanaba Timberlands Holding I M&M Brault 20 PETERSON LEGEND

Randy & Tara Peterson 80

Peterson 160

## Sale Specific Conditions & Requirements

Sale Name: Big Ditch Aspen Sale Number: 12-062-10-01

#### 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 and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state and interior payment unit boundary lines are marked with red paint. Red painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3 and 4, 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, oak, black ash or hemlock.

#### 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.

#### 4.1.4 - Timber removed for construction (12/09)

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.

#### Sale Name: Big Ditch Aspen Sale Number: 12-062-10-01

#### 4.1.5 - Culverts (1/09)

Roads may require the installation of culverts at cross drainages on wet soils, or across natural drainage-ways. Culverts shall be placed in locations specified by the sale administrator and shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. Culverts shall be installed prior to use of the road. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNRE.

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

A new road will need to be constructed to access Payment Unit 2. Construction of this road or any other 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)

The existing road to access Payment Unit 2 is through a wetland and will need to be closed. This will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth on both ends of the existing road. An existing trail road, through the wettest part of payment units 3 and 4 will need to be closed. This will be done by berming both ends of the trail and dropping tops and brush from cutting operations into the trail. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the purchaser. 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. 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.

Section Name: Sale Specific Page 2 of 4 Current as of 9/27/2010 2:54:40PM

#### Sale Name: Big Ditch Aspen Sale Number: 12-062-10-01

#### 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 blue and 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 10 feet from the cleared right-of-way of the railroad tracks.

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

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

## 5.2.2 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (2/04)

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

### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 3 and 4, unless changed by written agreement, cutting and skidding are limited to the period when the ground is frozen. This restriction is because of wet soils.

#### 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

Section Name: Sale Specific Page 3 of 4 Current as of 9/27/2010 2:54:40PM

## Sale Name: Big Ditch Aspen Sale Number: 12-062-10-01

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.

## TWIRLING EAGLES SALE (065-10-01)

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*	APPRAISED PRICE
PULPWOOD		
Q. ASPEN	350.00 CORDS	\$ 20.85/CORD
MIX SOFTWD	191.00 CORDS	\$ 25.55/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	3.00 CORDS	\$ 23.90/CORD

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 17.34 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 \$650.00, 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 December 31, 2012.

Michigan Department of Natural Resources - Forest Management

TIMBER SALE MAP
authority of Part 525 of Act 451, PA 1994, as amended.

YEAR SALE NUMBER 120651001 10

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FOREST MANAGEMENT U	IRON	CRUISED BY Linda Lindberg		L	

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

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## Sale Specific Conditions & Requirements

Sale Name: Twirling Eagles Sale Sale Number: 12-065-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) # one, cut all aspen, white birch and maple 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 6" or less measured at 4" above the ground. The purchaser should not cut any cherry, oak, elm, cedar, hemlock and red or white pine if they are present in the sale. Leave trees identified in accordance with 2.4.1 - Leave trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

## 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

### 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.

Section Name: Sale Specific Page 1 of 4 Current as of 9/27/2010 2:57;55PM

## Sale Name: Twirling Eagles Sale Sale Number: 12-065-10-01

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

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.

#### 4.1.12 - No new roads (12/08)

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

#### 4.2 - Maintenance

#### 4.2.5 - 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 to determine landing and road locations. 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 blue paint line.

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

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

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

#### Sale Name: Twirling Eagles Sale Sale Number: 12-065-10-01

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.

#### 5.2.3 - 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 restricted to June 1 through December 1. This restriction is to protect the road during breakup and avoid conflicts with snowmobile trail.

## 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.

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

The Mead Logging Road 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. The snowmobile trail may not be used for any timber sale operations from December 1 to June 1. 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. 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.

#### 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 the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at locations designated on the map to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Sale Name: Twirling Eagles Sale Sale Number: 12-065-10-01

## 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.

Section Name: Sale Specific Page 4 of 4 Current as of 9/27/2010 2:57:55PM

BIG DITCH ASPEN (062-10-01) T43N, R31W, SEC. 09, NWNW. T43N, R31W, SEC. 16, W1/2SW. T43N, R31W, SEC. 17, E1/2NE. IRON COUNTY

In response to the notice of sale to be held 3:00 p.m. on October 27, 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	<del>-</del>	APP	RAISED PRICE	BID PRICE		ESTIMATED VOLUME* = VALUE
MIX	ASPEN SOFTWD HARDWD	\$ \$ \$	22.60/CORD 23.10/CORD 21.60/CORD	\$\$ \$\$	_x _x _x	975.00 CORDS = \$ 673.00 CORDS = \$ 287.00 CORDS = \$
						TOTAL BID VALUE \$
*These estimat	volumes are staticed volumes are fin	stic	ally estimated and not subjec	within plus t to adjustme	(+) ∋nt.	or minus (-) 7.31%. 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 & 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.

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 2. You **must** check <u>one</u> 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. 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 Name of Business Federal ID (or) Social Security No. Address Telephone City ZIP 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.

Signature of Owner or Authorized Representative

Title

Date

## TWIRLING EAGLES SALE (065-10-01) T45N, R31W, SEC. 02, SENW, NESW, NENW. IRON COUNTY

In response to the notice of sale to be held 3:00 p.m. on October 27, 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 PULPWOOD	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME	* = VALUE
Q. ASPEN MIX SOFTWD	\$ 20.85/CORD \$ 25.55/CORD	\$x \$x	350.00 CORDS 191.00 CORDS	= \$ = \$
			SUBTOTAL 1 \$_	
In addition, the succes appraised price:	ssful bidder agree	es to purchase the	following species	at the
SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED	VOLUME* VAL	UE
MIX HARDWD	\$ 23.90/CORD	3.00	CORDS = \$	71.70
		su	JBTOTAL 2 \$	71.70
	SUBTOTAL 1 +	SUBTOTAL 2 = T	OTAL BID VALUE \$_	
*These volumes are statestimated volumes are into the state of the states are into examine this timber	final and not subj	ect to adjustment.	Prospective bid	ders are urged
I understand that any owill be the basis to demust be bid or the bid awarding a contract will contract based upon equ	etermine total bid form may be rejec ll be based upon m	value. All bids ted. I also unders y past performance	must be signed an tand that conside and ability to c	d all bid items ration and
(bidder's pri	inted name)	(bidder's si	gnature)	
Address/Telephone				

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



Title

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.

**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. \( \subseteq \text{Sole Proprietorship (individual)} \) B. Partnership C. Corporation 2. You **must** check one of the boxes below: A. \(\subseteq\) 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. | | certify that my business has a Worker's Compensation Policy. | will provide an original Certificate of Insurance within 21 days of the contract award. 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 Name of Business Federal ID (or) Social Security No. Address Telephone State ZIP City 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. Signature of Owner or Authorized Representative

Date