

DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

SALE TIME, DATE AND LOCATION 3:00 p.m. on January 12, 2011 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.

SAFETY ZONE ASPEN / T43N, R30W, SEC. 04, NWNE.

DICKINSON COUNTY (Appr. \$7,040.10)

SALE ACRES: 19

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

Access may be through private or state forest land.

ANGRY JAY ASPEN / T43N, R29W, SEC. 22, E1/2NE.

DICKINSON COUNTY (Appr. \$11,848.20)

SALE ACRES: 30

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

Access may be through state forest land.

BUDWORM ASPEN / T40N, R28W, SEC. 20, SW1/4, W1/2SE.

DICKINSON COUNTY (Appr. \$14,289.25)

SALE ACRES: 67

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

Access may be through state forest land.

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 January 12, 2011. 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 www.michigan.gov/dnr. 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

SAFETY ZONE ASPEN (073-10-01)

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		
P. BIRCH	56.00 CORDS	\$ 22.60/CORD
MIX ASPEN	213.00 CORDS	\$ 20.70/CORD
MIX SOFTWD	40.00 CORDS	\$ 19.20/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	29.00 CORDS	\$ 20.60/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 24.24 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.
- 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, Mineral & Fire Management

Cover Type

Sale Number Year 012-073-10-01 2010

Density

TIMBER SALE MAP
This information provided by authority of Part 525 of Act 451, PA 1994, as amended. Forest Management Unit County Date Page of Mapped By Rice Dickinson 08/02/10 Crystal Falls Cruised By Rice 1 Section(s) and Subdivision(s) sec 4 NWNE Township Range Scale: |...4"....| = 1 mile 43N 30W

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Sale Specific Conditions & Requirements

Sale Name: Safety Zone Aspen Sale Number: 12-073-10-01

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. Interior Cutting Unit boundaries are marked with green 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 trees that are 2 inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. In addition, cut all mixed hardwood, white birch, balsam fir and spruce that have a stump diameter of 8 inches and larger. Within Cutting Unit 1A cut only trees marked with orange paint. Throughout the sale area, do not cut hemlock, red or white pine, elm or oak.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the sale area shall not exceed 6 inches for trees smaller than 10 inches DBH.

4 - Transportation

4.1 - Construction

4.1.12 - No new roads (6/10)

No new roads will be permitted. All operations are limited to existing roads. A skid trail may be used north out of the sale across the Keweenaw Land Company parcel to the existing road. Contact the sale administrator for the exact location.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest and/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.

4.4 - Access

Sale Name: Safety Zone Aspen Sale Number: 12-073-10-01

4.4.1 - Private property access (8/10)

Permission for access across private land (Keweenaw Land Company) has been obtained by the DNRE. If this route is used, it is the responsibility of the purchaser to obtain the necessary road use permits from Keweenaw Land. There is an expected \$150.00 non refundable administration free and a \$500.00 refundable bond to be incurred by the purchaser. Permission to cross private land by any other route is the responsibility of the purchaser.

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 24 inches in height.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, slash 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) 1, unless changed by written agreement, cutting, skidding, and hauling are not permitted from March 1 to May 31. This restriction is to avoid the spring breakup season.

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.

5.8 - Protection of Endangered Species

Section Name: Sale Specific Page 2 of 3 Current as of 11/15/2010 3:43:17PM

Sale Name: Safety Zone Aspen Sale Number: 12-073-10-01

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.

ANGRY JAY ASPEN (075-10-01)

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*

PULPWOOD

MIX ASPEN 546.00 CORDS \$ 21.05/CORD

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

SPECIES ESTIMATED VOLUME*

PULPWOOD

BALSAM FIR 26.00 CORDS \$ 13.65/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 12.97 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.
- 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 43%

2 57%

- 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, Mineral & Fire Management

TIMBER SALE MAP

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

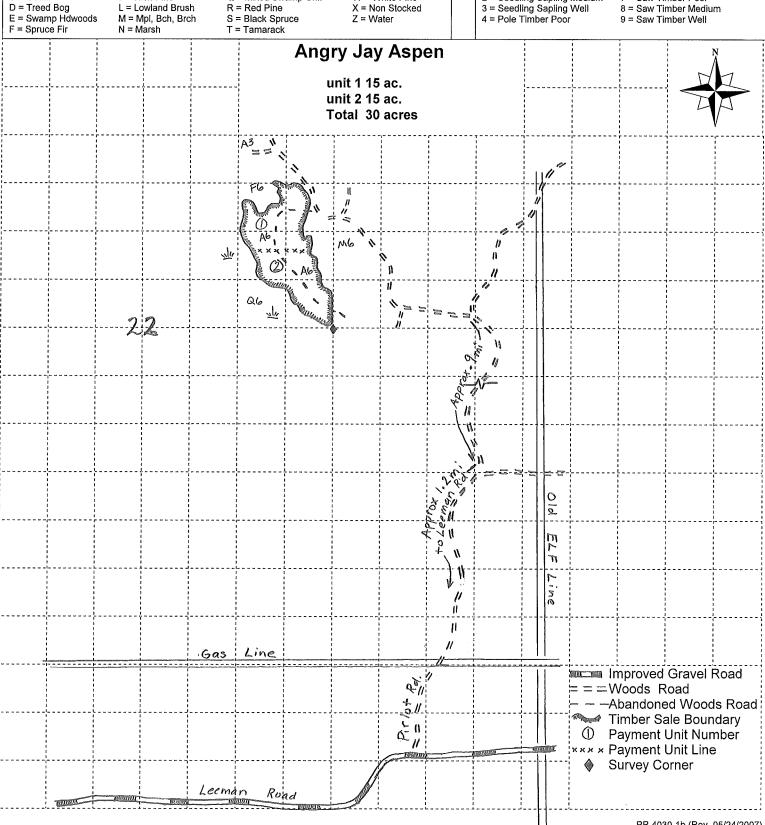
Sale Number 012-075-10-01

Year 2010

Forest Management Unit County Date Page of Mapped By Rice 08/10/10 Crystal Falls Dickinson Cruised By Rice 1 Township Range Section(s) and Subdivision(s)

Scale: |...4"....| = 1 mile sec 22 E1/2NE 43N 29W

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



Sale Specific Conditions & Requirements

Sale Name: Angry Jay Aspen Sale Number: 12-075-10-01

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 green paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all Aspen 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. In addition, cut all balsam fir and spruce with an 8 inch stump diameter and larger. Do not cut mixed hardwoods, oak, cedar, or hemlock.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

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

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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. 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)

If the existing abandoned road is reopened, it must be blocked/obliterated upon completion of hauling. Stumps and slash shall be placed in the road course, making it impassible to ORV's. 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.

4.1.12 - No new roads (6/10)

No new roads will be permitted. The existing abandoned road may be improved.

4.2 - Maintenance

Section Name: Sale Specific Page 1 of 3 Current as of 11/15/2010 3:39:05PM

Sale Name: Angry Jay Aspen Sale Number: 12-075-10-01

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest and/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

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash may exceed 24 inches in height.

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) 1 - 2, unless changed by written agreement, cutting, skidding, and hauling are not permitted from March 1 to May 31. This restriction is to avoid spring break up season.

5.2.22 - Operating Caution

5.2.22.2 - Operating caution (12/04)

It is recommended, but not required, that within Payment Unit(s) 1 - 2, cutting, skidding, and hauling occur during very dry summer or frozen winter conditions. This restriction is due to heavy soils of the area and adjacent lowlands to the sale area. Rutting restrictions 5.4.1 will be adhered to closely.

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

Sale Name: Angry Jay Aspen Sale Number: 12-075-10-01

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.

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.

Section Name: Sale Specific Page 3 of 3 Current as of 11/15/2010 3:39:05PM

BUDWORM ASPEN (077-10-01)

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		
MIX ASPEN	502.00 CORDS	\$ 18.80/CORD
MIX SOFTWD	211.00 CORDS	\$ 16.10/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	31.00 CORDS	\$ 17.25,	/CORD
MIX HARDWD	63.00 CORDS	\$ 14.60,	/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 13.01 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.
- 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				34%		
	2				32%		
	3				34%		

- 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, 2013.



40N

28W

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 012-077-10-01

2010

Forest Management Unit County Date Page of Mapped By Rice Crystal Falls 08/13/10 Dickinson Cruised By Rice 1 Township Range Section(s) and Subdivision(s) Scale: |...4"....| = 1 mile sec 20 SW1/4, W1/2SE

Cover Type Density 0 = Non Stocked A = Aspen G = Grass O = Oak U = Upland Brush 5 = Pole Timber Medium V = Bog or Marsh W = White Pine B = Paper Birch H = Hemlock P = Lowland Poplar 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr 2 = Seedling Sapling Medium 7 = Saw Timber Poor D = Treed Bog
E = Swamp Hdwoods
F = Spruce Fir L = Lowland Brush R = Red Pine 3 = Seedling Sapling Well X = Non Stocked 8 = Saw Timber Medium M = Mpl, Bch, Brch S = Black Spruce 4 = Pole Timber Poor Z = Water 9 = Saw Timber Well N = Marsh T = Tamarack **Budworm Aspen** unit 1 22 ac. unit 3 21 ac. unit 2 24 ac. Total 67 acres A6 E4 Fb 12311 =Woods Road Abandoned Woods Road Timber Sale Boundary (2) Payment Unit Number xxxx Payment Unit Line

Sale Specific Conditions & Requirements

Sale Name: Budworm Aspen Sale Number: 12-077-10-01

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 green paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 - 3, cut all Aspen 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. In addition, cut all spruce and fir with a 6 inch stump diameter and larger, and mixed hardwood with a 8 inch stump diameter and larger. Do not cut black cherry, ash, oak, elm, pine, cedar or hemlock.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for trees smaller than 10 inches DBH.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

Improvements of existing roads and abandoned 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. 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)

Any abandond roads that are reopened and improved must be blocked to vehicle traffic upon completion of hauling. In general, this will require placing stumps and slash 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.

4.1.12 - No new roads (6/10)

Section Name: Sale Specific

No new roads will be permitted. Existing, abandoned roads may be improved.

Sale Name: Budworm Aspen Sale Number: 12-077-10-01

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 or lack of freeze up during the winter.

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.

5.2.1.11 - 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) 1 - 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted from March 1 - December 1. This restriction is due to heavy soils and multiple wet areas in the sale area.

5.2.41 - Snowmobile trail protection (8/09)

The Cassidy Creek 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. A snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, logging activity warning signs must be placed at the junction of the Norway Truck Trail and 200 feet south of the sale area.

5.4 - Soil Protection

Sale Name: Budworm Aspen Sale Number: 12-077-10-01

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.

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.

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 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.

7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm in 2010. The purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

SAFETY ZONE ASPEN (073-10-01) T43N, R30W, SEC. 04, NWNE. DICKINSON COUNTY

In response to the notice of sale to be held 3:00 p.m. on January 12, 2011, 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 i	orms may be rejected	•		
SPECIES	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME	* = VALUE
PULPWOOD	d 22 62/G077	A V	FC 00 GODDG	_ *
P. BIRCH	\$ 22.60/CORD \$ 20.70/CORD	\$X \$ X	56.00 CORDS 213.00 CORDS	= \$ _ ¢
MIX ASPEN	•	\$X \$ X		= \$
MIX SOFTWD	\$ 19.20/CORD	\$X	40.00 CORDS	= \$
			SUBTOTAL 1 \$_	
In addition, the suc appraised price:	cessful bidder agrees	s to purchase the	following species	at the
SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED	VOLUME* VAL	UE
MIX HARDWD	\$ 20.60/CORD	29.00	CORDS = \$	597.40
		នប	JBTOTAL 2 \$	597.40
	SUBTOTAL 1 +	SUBTOTAL 2 = 7	TOTAL BID VALUE \$_	
estimated volumes ar	tatistically estimate e final and not subject er and to make their	ect to adjustment.	. Prospective bid	ders are urged
will be the basis to must be bid or the b awarding a contract	y or all bids may be determine total bid id form may be reject will be based upon my equipment and manpower	value. All bids ed. I also unders past performance	must be signed an stand that conside and ability to c	d all bid items ration and
(bidder's	printed name)	(bidder's si	ignature)	
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.				
Ρle	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				
 3. 	 A.				
	Full-time Employees	Part-time Employees			
ame of Business		Federal ID (or) Social Security No.			
ddress		Telephone ()			
ity	y State	ZIP			
	hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that ccur in factors affecting my coverage during any of my present and future operations.				
S	Signature of Owner or Authorized Representative				
T	Title	Date			

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

ANGRY JAY ASPEN (075-10-01) T43N, R29W, SEC. 22, E1/2NE. DICKINSON COUNTY

In response to the notice of sale to be held 3:00 p.m. on January 12, 2011, 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 PRICE	BID PRICE	ESTIMATED VOLUM	ME* = VALUE
PULPWOOD MIX ASPEN	\$ 21.05/CORD	\$X	546.00 CORDS	= \$
			SUBTOTAL 1	5
In addition, the succes	ssful bidder agree	es to purchase the	following specie	es at the
SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED	VOLUME* VF	ALUE
BALSAM FIR	\$ 13.65/CORD	26.00	CORDS = \$	354.90
		su	JBTOTAL 2 \$	354.90
	SUBTOTAL 1 +	SUBTOTAL 2 = T	OTAL BID VALUE	\$
*These volumes are statestimated volumes are statestimated to timber	final and not subj	ect to adjustment.	Prospective bi	dders are urged
I understand that any owill be the basis to do must be bid or the bid awarding a contract will contract based upon equ	letermine total bid l form may be rejec .11 be based upon m	value. All bids ted. I also unders y past performance	must be signed a stand that consider and ability to	and all bid items deration and
(bidder's pr	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



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.

Part 525 of Act 451 of 1994, as amended. VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE				
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 one of the boxes below:				
A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to 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 approx Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contraward. (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 days of the contract award.				
				·
Full-time Employee	esPart-time Employees			
Name of Business	Federal ID (or) Social Security No.			
Address	Telephone			
	()			
City State	ZIP			
I hereby certify that the above information is true an	nd correct. I agree to notify the Michigan DNRE of any changes that			
occur in factors affecting my coverage during any o	f my present and future operations.			
Signature of Owner or Authorized Representative	Management of the Control of the Con			
Title	Date			

BUDWORM ASPEN (077-10-01) T40N, R28W, SEC. 20, SW1/4, W1/2SE. DICKINSON COUNTY

for individual species and total bid value must be at or above the appraised price. All

In response to the notice of sale to be held 3:00 p.m. on January 12, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids

non-responsive bid forms may be rejected. BID PRICE ESTIMATED VOLUME* = VALUE SPECIES APPRAISED PRICE PULPWOOD 18.80/CORD X 502.00 CORDS MIX ASPEN MIX SOFTWD 16.10/CORD X 211.00 CORDS SUBTOTAL 1 \$_____ In addition, the successful bidder agrees to purchase the following species at the appraised price: SPECIES APPRAISED PRICE ESTIMATED VOLUME* VALUE PULPWOOD P. BIRCH \$ 17.25/CORD 31.00 CORDS 534.75 \$ 14.60/CORD 63.00 CORDS = \$ 919.80 MIX HARDWD SUBTOTAL 2 \$ 1,454.55 SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ *These volumes are statistically estimated within plus (+) or minus (-) 13.01%. 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 DISA	BILITY 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.				
Ple	ease Check Appropriate Categories:				
1.	 My business is organized as (you must check one of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 				
2.	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 r Worker's Compensation Laws.					
	Notice of Exclusion (BWC-337, Rev. 5/96). I will pre	n to the Worker's Compensation Act through the use of an approved ovide a copy of the Notice of Exclusion within 21 days of the contract ease 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 with days of the contract award.					
3.	3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").				
	Full-time Employees	Part-time Employees			
Nam	e of Business	Federal ID (or) Social Security No.			
Address		Telephone ()			
City	State	ZIP			
	reby certify that the above information is true and correcture in factors affecting my coverage during any of my pres	t. I agree to notify the Michigan DNRE of any changes that sent and future operations.			
Si	gnature of Owner or Authorized Representative				
Ti	tle	Date			