

# DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS (4387)**

SCHEDULED SALE DATE AND TIME: 3:00PM on May 25, 2011.

LOCATION: CRYSTAL FALLS MGT UNIT, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales.

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

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

BUMPYER RUMPICUS (12-003-11-01) / T43N, R27W, SEC.01, E1/2SE.

T43N, R27W, SEC.11, NW1/4,SW1/4.

T43N, R27W, SEC.12, SE1/4, NESW.

DICKINSON COUNTY (Advertised Price \$122,013.45), 166.0 Acres

SALE NOTE: 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.

RENDEZVOUS (12-054-11-01) / T42N, R31W, SEC.03, N1/2NE,S1/2SE,SESW.

T42N, R31W, SEC.04, SWNE.

IRON COUNTY (Advertised Price \$6,434.90), 24.0 Acres

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

607 REROUTE HARDWOODS (12-079-10-01) / T41N, R30W, SEC.10, N1/2NW, SWNW.

DICKINSON COUNTY (Advertised Price \$2,400.50), 35.0 Acres

SALE NOTE: 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.

#### BID INSTRUCTIONS (VER. 02/24/2011):

#### 1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, CRYSTAL FALLS OFFICE, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920, no later than 3:00PM on May 25, 2011. For further information concerning this sale, contact Don Mankee at 906-875-6622.

#### 2. Bidder's Qualifications (1/11)

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 (1/11)

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

#### 4. Submission of Sealed Bids (1/11)

Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) 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 (1/11)

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 (1/11)

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

#### 7. Down Payment (1/11)

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

#### 8. Performance Security (1/11)

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

#### 9. Timber Sale Contract (1/11)

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 (1/11)

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

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

#### 11. Certification and Chain-of-Custody (1/11)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-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.

RODNEY STOKES Director

#### TIMBER SALE INFORMATION

#### **BUMPYER RUMPICUS (12-003-11-01)**

T43N, R27W, SEC.01; T43N, R27W, SEC.11; T43N, R27W, SEC.12. DICKINSON COUNTY (Advertised Price \$122,013.45)

SALE NOTE: 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.

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

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	<u>ADV</u>	ADVERTISED PRICE	
Pulpwood				
Mixed Aspen	2,621.00 Cords	\$	26.40 / Cord	
Mixed Hardwood	588.00 Cords	\$	28.35 / Cord	
Mixed Softwood	1,163.00 Cords	\$	28.95 / Cord	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,480.40:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE		
Sawlogs				
Mixed Hardwood	23.40 MBF	\$	106.00 / MBF	

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.70 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 **\$7,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

-, -,	
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	22%
02	11%
03	19%
04	21%
05	24%
06	3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2013.

#### Sale Specific Conditions & Requirements

Sale Name: Bumpyer Rumpicus Sale Number: 12-003-11-01

#### 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 yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow 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) 1-6, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except white pine, red pine, cedar and hemlock.

#### 2.2 - Utilization

#### 2.2.11 - Chipping restriction (9/09)

If chipping occurs on this sale, then purchaser must retain on site 15-30% of tops from harvested trees.

#### 2.3 - Log Rule

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

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

#### 3 - Payments

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.6 - 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 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of

stumps and logs covered with earth. 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 is likely to occur during spring breakup and may occur during 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

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations and to review sale specs with on-the-ground cutting crew. The Unit Manager or his/her representative must be contacted at least 3 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.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

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

#### 5.2.32 - Decking/landing restoration (9/10)

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. If chip residue is left on the ground at landing, it must be either 1) leveled to no deeper than 6 inches or 2) windrowed. Chip residue is not to be pushed outside the landing area.

#### 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.

Section Name: Sale Specific Current as of 3/15/2011 12:51:30PM



## 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 12-003-011-01 2011

Forest Management Unit

Crystal Falls Mgmt Unit

Crystal Falls Mgmt Unit

Dickinson

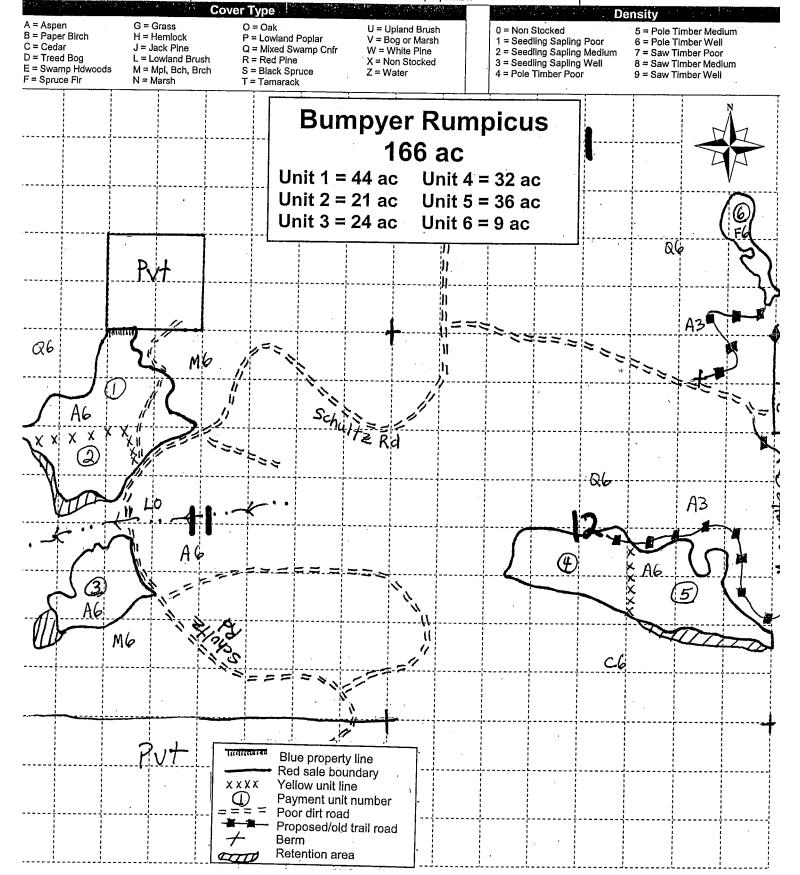
Cruised By Cryderman & Goupell

1-21-11

1 1

 Township
 Range
 Section(s) and Subdivision(s)

 43N
 27W
 1:E1/2SE 11:NW1/4,SW1/4 12:SE1/4,NESW
 Scale: |...4 inches......| = 1 mile



#### TIMBER SALE INFORMATION

#### RENDEZVOUS (12-054-11-01)

T42N, R31W, SEC.03; T42N, R31W, SEC.04. IRON COUNTY (Advertised Price \$6,434.90)

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

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>ADV</u>	ADVERTISED PRICE		
Pulpwood					
Jack Pine	58.00 Cords	\$	25.60 / Cord		
Mixed Aspen	123.00 Cords	\$	21.70 / Cord		
Mixed Softwood	95.00 Cords	\$	22.85 / Cord		

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$110.25:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE		
Pulpwood				
Mixed Hardwood	5.00 Cords	\$	22.05 / Cord	

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 23.32 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 must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 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 12/31/2012.

#### Sale Specific Conditions & Requirements

Sale Name: Rendezvous Sale Number: 12-054-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1A, 1B, and 1C, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability EXCEPT DO NOT cut oak, cedar, hemlock, red and white pine or spruce and balsam with less than 1 pulpwood stick. In addition, in payment unit 1B, do not cut any spruce or balsam.

Within Payment Unit(s) 1D, all jack pine and aspen designated for cutting regardless of merchantability.

#### 2.2 - Utilization

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

Stump heights within all units shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

#### 2.2.4 - Skidding length (2/09)

Skidding of unlimbed topsor lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

#### 2.3 - Log Rule

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

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

#### 3 - Payments

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

Within the sale area, if more than 10% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

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

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be moved at least 10 feet back from edge of road. Stumps shall be set upright.

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

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

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

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

#### 4.2 - Maintenance

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

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

#### 4.4 - Access

#### 4.4.1 - Private property access (8/10)

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

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the red and blue paint line.

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

No slash or tree tops may exceed 36 inches in height. Slash must be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

#### 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) 1D, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to August 15. This restriction is because of nesting loons.

#### 5.2.32 - Decking/landing restoration (9/10)

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.

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

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. The trail 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 March 31. 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.

#### 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 Current as of 4/18/2011 11:40:32AM

#### TIMBER SALE MAP

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

120541101

2011

PAGE OF MAPPED BY SCOTT SEBERO DATE FOREST MANAGEMENT UNIT: COUNTY 02/02/2011 **IRON** CRUISED BY SCOTT SEBERO **CRYSTAL FALLS** 

V = Bog or Marsh W = White Pine

X = Non Stocked

Z = Water

SECTION(S) AND SUBDIVISION(S) TOWNSHIP RANGE

3, N1/2NE, S1/2SE, SESW 42N 31W **Cover Type** 

4. SWNE

Scale: |.....4 inches...... = 1 mile

#### Density

H = Hemlock

B = Paper Birch

G = Grass

C = Cedar E = Swamp Hdwoods F = Spruce Fir

J = Jack Pine L = Lowland Brush M = Mpl, Bch, Brch N = Marsh O = Oak

P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine

S = Black Spruce T = Tamarack U = Upland Brush 0 = Non Stocked

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium

3 = Seedling Sapling Well 4 = Pole Timber Poor

5 = Pole Timber Medium

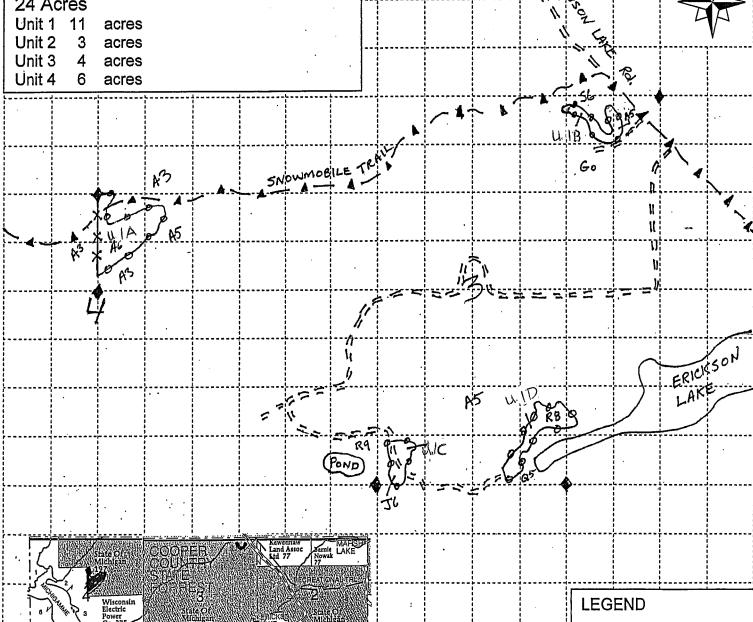
6 = Pole Timber Well 7 = Saw Timber Poor

8 = Saw Timber Medium

9 = Saw Timber Well



O SALE AREA



~6)~G~ 3 U. 1

PVT.

**BLUE PROPERTY LINE RED BOUNDARY LINE** TRAIL ROAD SURVEY CORNER **CENTER SECTION** 

**CUTTING UNIT** PRIVATE PROPERTY

#### TIMBER SALE INFORMATION

#### 607 REROUTE HARDWOODS (12-079-10-01)

T41N. R30W. SEC.10.

DICKINSON COUNTY (Advertised Price \$2,400.50)

SALE NOTE: 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.

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	AD\	VERTISED PRICE
Sawlogs Basswood	4.10 MBF	\$	103.00 / MBF
Pulpwood			
Basswood	98.00 Cords	\$	4.95 / Cord
Mixed Aspen	34.00 Cords	\$	18.15 / Cord
Mixed Hardwood	40.00 Cords	\$	18.60 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$132.00:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE		
Sawlogs				
White Ash	2.40 MBF	\$	55.00 / MBF	

<sup>\*</sup>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 must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 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 06/30/2013.

#### Sale Specific Conditions & Requirements

Sale Name: 607 Reroute Hardwoods Sale Number: 12-079-10-01

#### 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 and County Road 607. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint except along County Road 607 where the road is the boundary.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.1.11 - Description of timber note (2/04)

Note that the sale area has multiple verticle rock out croppings. It is recommended the purchaser evaluates the accessibility of those areas.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 6 inches for trees less than 10" dbh.

#### 2.3 - Log Rule

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

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

#### 3 - Payments

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Noteably, maple saplings are to be protected. 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)

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 a spur is constructed off of County Road 607, it must be blocked to vehicle traffic upon completion of hauling. In general, this will require constructing a four (4') foot high berm constructed earth, reeinforced with stumps and logs. This spur must be rendered impassable to ORVs. 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 woods road may be improved. If necessary, a temporary spur may be constructed off of County Road 607 with approval of the Dickinson County Road Commission.

#### 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. Chipping sites may not leave deeper than a 4" layer of chips on the ground.

#### 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, unless changed by written agreement, cutting, skidding, and hauling are not permitted from March 1 to December 15. This restriction is because of heavy soils and low ground inclusions in the area and to avoid spring break up season.

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

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

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

No decking is allowed within 50 feet of County Road 607 without permission of the Unit Manager or his/her representative and the Dickinson County Road Commission.

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

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

#### 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.

Section Name: Sale Specific Current as of 4/18/2011 11:15:24AM



A = Aspen

C = Cedar

B = Paper Birch

D = Treed Bog

G = Grass

H = Hemlock

J = Jack Pine

#### 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 012-079-10-01

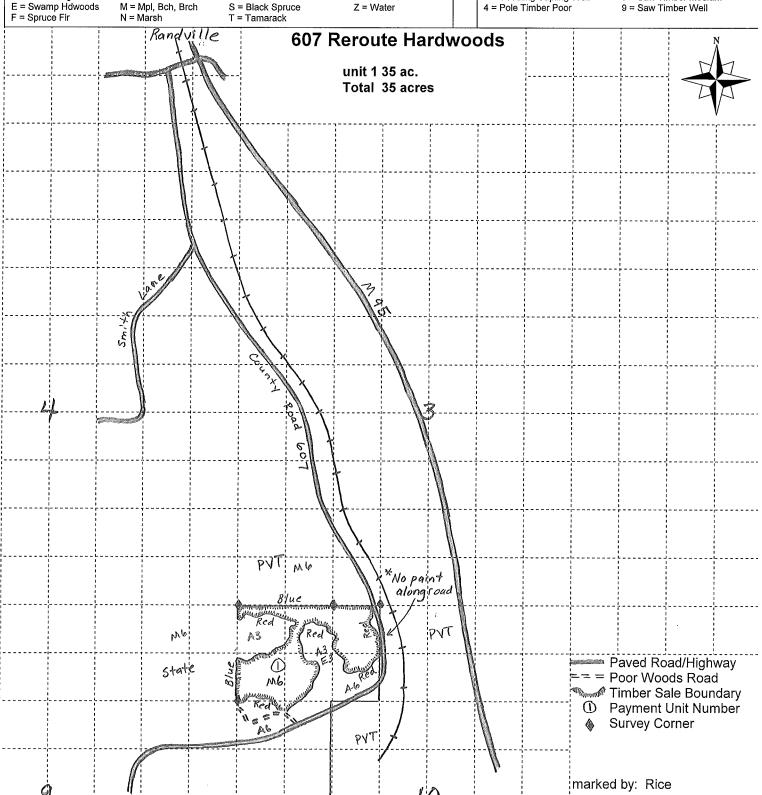
2010

Year

Forest Management Unit County Date Page of Mapped By Rice Crystal Falls 09/02/10 Dickinson Cruised By Rice 1 Township Range Section(s) and Subdivision(s)

Scale: |...4"....| = 1 mile sec 10 N1/2NW, SWNW 30W 41N

> **Cover Type** Density O = Oak U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium P = Lowland Poplar V = Bog or Marsh 1 = Seedling Sapling Poor 6 = Pole Timber Well Q = Mixed Swamp Cnfr W = White Pine 2 = Seedling Sapling Medium 7 = Saw Timber Poor L = Lowland Brush R = Red Pine X = Non Stocked 3 = Seedling Sapling Well 8 = Saw Timber Medium S = Black Spruce Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well



upon

#### **BID FORM**

### BUMPYER RUMPICUS (12-003-11-01)

T43N, R27W, SEC.01; T43N, R27W, SEC.11; T43N, R27W, SEC.12; DICKINSON COUNTY

In response to the notice of sale to be held 3:00PM on May 25, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

		-			-	-		-	
PRODUC Pulpwood	TS & SPECIES	ESTIMATED	VOLUME*	<u>ADV</u>	'ERTISE	D PRICE	BID PRICE		
•	d Aspen	2,621.00	Cords	\$	26.40	/ Cord	\$	/ Cord	
Mixe	d Hardwood	588.00	Cords	\$	28.35	/ Cord	\$	/ Cord	
Mixe	d Softwood	1,163.00	Cords	\$	28.95	/ Cord	\$	/ Cord	
In additio	n, the successful bidder agree	es to purchase	the following specie	es at the	e indicat	ed advertised p	rice for a total val	ue of \$2,480.40	:
PRODUC Sawlogs	TS & SPECIES	ESTIMATED	VOLUME*	<u>ADV</u>	'ERTISE	D PRICE			
Ū	d Hardwood	23.40	MBF	\$	106.00	/ MBF			
	mes are statistically estimate nt. Prospective bidders are u							-	
understar	and that any or all bids may be nd that consideration and awa nt and staffing subject to my c	rding a contrac							
	FEDERAL ID:		or SOCIAL SECUR	ITY NU	JMBER:				
	Company or individual biddi	ng:							
	Company representative's n	ame:							
	Address:								
	City:	State	: 2	Zip:					
IF AVAIL	ABLE, PLEASE PLACE THE	PERSONALIZI	ED LABEL FROM Y	OUR F	ROSPE	CTUS IN THE	ABOVE BOX.		
Individual	or company representative's	signature:				D	ate:		_

Phone number :\_\_\_\_\_ Email (optional):\_\_\_\_



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

# 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

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 e	xcept for written s	ignatures.			
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation	check <u>one</u> of the	boxes below):			
2.	Worker's Compensation Laws.  B. I certify that my business has satis Notice of Exclusion (BWC-337, Rev award. (For questions or a copy of the second	proprietorship and in fied its obligation to 5/96). I will provi the BWC-337, pleas	t has no employees but the sole proprietor. I am not subject to the of the Worker's Compensation Act through the use of an approved de a copy of the Notice of Exclusion within 21 days of the contract se call the Worker's Compensation Bureau at 517-322-1195).  In Policy. I will provide an original Certificate of Insurance within 21			
3.	than yourself, including family members	and active partne				
	Full-time En	nployees	Part-time Employees			
lam	ne of Business		Federal ID (or) Social Security No.			
Addı	ress		Telephone ( )			
City		State	ZIP			
000	eur in factors affecting my coverage durin		. I agree to notify the Michigan DNRE of any changes that ent and future operations.			
_	Signature of Owner or Authorized Representative					

#### **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT

CRYSTAL FALLS OFFICE

#### <u>RENDEZVOUS (12-054-11-01)</u> T42N, R31W, SEC.03; T42N, R31W, SEC.04; IRON COUNTY

In response to the notice of sale to be held 3:00PM on May 25, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Pulpwood	ESTIMATED VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE	
Jack Pine	58.00 Cords	\$	25.60 / Cord	\$	/ Cord
Mixed Aspen	123.00 Cords	\$	21.70 / Cord	\$	/ Cord
Mixed Softwood	95.00 Cords	\$	22.85 / Cord	\$	_ / Cord
In addition, the successful bidder	agrees to purchase the following s	pecies at t	he indicated advertise	d price for a total va	alue of \$110.25 :
PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>AD</u>	VERTISED PRICE		
Pulpwood Mixed Hardwood	5.00 Cords	\$	22.05 / Cord		
	are urged to examine this timber a				-
I understand that any or all bids r	may be rejected. All bids must be sid awarding a contract will be based	signed and	all bid items must be b	oid or the bid form r	nay be rejected. I also
I understand that any or all bids runderstand that consideration an equipment and staffing subject to	may be rejected. All bids must be sid awarding a contract will be based my control.	signed and d upon my	all bid items must be t past performance and	oid or the bid form r ability to complete	nay be rejected. I also
I understand that any or all bids runderstand that consideration an equipment and staffing subject to	may be rejected. All bids must be sid awarding a contract will be based my control.	signed and d upon my ECURITY N	all bid items must be be past performance and	oid or the bid form r ability to complete	nay be rejected. I also
I understand that any or all bids runderstand that consideration an equipment and staffing subject to FEDERAL ID:Company or individual	may be rejected. All bids must be sold awarding a contract will be based or my control.  or SOCIAL SE	igned and dupon my	all bid items must be be past performance and	oid or the bid form r ability to complete	nay be rejected. I also
I understand that any or all bids runderstand that consideration an equipment and staffing subject to FEDERAL ID:Company or individual	may be rejected. All bids must be sid awarding a contract will be based my control.	igned and dupon my	all bid items must be be past performance and	oid or the bid form r ability to complete	nay be rejected. I also
I understand that any or all bids runderstand that consideration an equipment and staffing subject to FEDERAL ID:Company or individual Company representati	may be rejected. All bids must be sold awarding a contract will be based or my control.  or SOCIAL SE	igned and d upon my ECURITY N	all bid items must be be past performance and	oid or the bid form r ability to complete	nay be rejected. I also
I understand that any or all bids runderstand that consideration an equipment and staffing subject to FEDERAL ID:Company or individual Company representati Address:	may be rejected. All bids must be sold awarding a contract will be based or my control.  or SOCIAL SET bidding:	igned and d upon my ECURITY N	all bid items must be be past performance and	oid or the bid form rability to complete	nay be rejected. I also
I understand that any or all bids runderstand that consideration an equipment and staffing subject to FEDERAL ID:Company or individual Company representati Address:City:	may be rejected. All bids must be sid awarding a contract will be based or my control.  or SOCIAL SE	igned and d upon my	all bid items must be be past performance and	oid or the bid form rability to complete	nay be rejected. I also

Phone number :\_\_\_\_\_ Email (optional):\_\_\_\_



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

# 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:	
Please Check Appropriate Categories:	
<ol> <li>My business is organized as (you must check one of the boxes below):</li> <li>A.  Sole Proprietorship (individual)</li> <li>B.  Partnership</li> <li>Corporation</li> </ol>	
<ol> <li>You must check one of the boxes below:</li> <li>I certify that my business is a sole proprietorship and it has no employees but Worker's Compensation Laws.</li> <li>I certify that my business has satisfied its obligation to the Worker's Compen Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice award. (For questions or a copy of the BWC-337, please call the Worker's Com</li> <li>I certify that my business has a Worker's Compensation Policy. I will provide a days of the contract award.</li> </ol>	nsation Act through the use of an approved of Exclusion within 21 days of the contract appensation Bureau at 517-322-1195).
3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> furthan yourself, including family members and active partners (if none, you must Full-time Employees	
Name of Business Federal ID (or) Social Sect	urity No.
Address Telephone ( )	
City State ZIP	
I hereby certify that the above information is true and correct. I agree to notify the occur in factors affecting my coverage during any of my present and future operation.  Signature of Owner or Authorized Representative	
Title Date	

#### **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

#### 607 REROUTE HARDWOODS (12-079-10-01) T41N, R30W, SEC.10; DICKINSON COUNTY

In response to the notice of sale to be held 3:00PM on May 25, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE	BID PRICE
Sawlogs			
Basswood	4.10 MBF	\$ 103.00 / MBF	\$ / MBF
Pulpwood			
Basswood	98.00 Cords	\$ 4.95 / Cord	\$ / Cord
Mixed Aspen	34.00 Cords	\$ 18.15 / Cord	\$ / Cord
Mixed Hardwood	40.00 Cords	\$ 18.60 / Cord	\$ / Cord
In addition, the successful bidder	agrees to purchase the following	species at the indicated advertise	ed price for a total value of \$1

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$132.00:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>AD</u>	VERTISED PRICE
Sawlogs			
White Ash	2.40 MBF	\$	55.00 / MBF

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

	FEDERAL ID:	or SOCIAL	_ SECURITY NUMBER:		
	Company or individual	oidding:			
	Company representativ	e's name:		<u></u>	
	Address:				
	City:	State:	Zip:		
F AVAILA	ABLE, PLEASE PLACE	THE PERSONALIZED LABEL	FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	
ndividual	or company representat	ive's signature:		Date:	
Phone nu	one number : Email (optional):				
Phone nu	ımber :	E	Email (optional):		

<sup>\*</sup> 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.



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. Sole Proprietorship (individual) B. Partnership C. Corporation You must check one of the boxes below: A. 🔲 I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone City State ZIP 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