

## DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS (4380)**

SCHEDULED SALE DATE AND TIME: 3:00PM on June 01, 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:

DIMARCO LINE (12-014-10-01) / T44N, R27W, SEC.04, W 1/2 NW 1/4.

T44N, R27W, SEC.05, E 1/2 NE 1/4; NW NE.

DICKINSON COUNTY (Advertised Price \$29,554.10), 67.0 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.

LAKE WALLACE ASPEN (12-070-10-01) / T44N, R31W, SEC.36, NW, N1/2SW.

IRON COUNTY (Advertised Price \$16,690.00), 34.0 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.

6 MILE HARDWOOD SALE (12-078-10-01) / T44N, R26W, SEC.31, SESE.

T44N, R26W, SEC.32, SWSW.

T44N, R27W, SEC.05, N1/2, W1/2SW, NESW.

T44N, R27W, SEC.06, E1/2NE, NESE.

DICKINSON COUNTY (Advertised Price \$58,847.30), 174.0 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 June 01, 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

#### DIMARCO LINE (12-014-10-01)

T44N, R27W, SEC.04; T44N, R27W, SEC.05.

DICKINSON COUNTY (Advertised Price \$29,554.10)

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:

ESTIMATED VOLUME*	ESTIMATED VOLUME* ADVERTISEI	
363.00 Cords	\$	20.00 / Cord
163.00 Cords	\$	20.40 / Cord
899.00 Cords	\$	21.10 / Cord
	363.00 Cords 163.00 Cords	363.00 Cords \$ 163.00 Cords \$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.64 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of **\$2,000.00** 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:  $\frac{1}{2}$

PAYMENT UNIT NUMBER

PERCENT OF TOTAL SALE VALUE

01

40%

02

60%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

#### Sale Specific Conditions & Requirements

Sale Name: Dimarco Line Sale Number: 12-014-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and 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 & 2, 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 cedar, red pine or white pine.

#### 2.2 - Utilization

#### 2.2.10 - No chipping tops and limbs (12/08)

Within Payment Unit(s) 1, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less then 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

#### 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 5 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. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 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. In addition, if the purchaser leaves the sale and returns at a later date, the sale administrator must be notified. 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.

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

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. See related specs 3.4.1 - Damaged Timber and 2.2.10 - No chipping tops & limbs. In Unit 1 if tops are chipped, the top 1/3 of the tree must be left scattered on site. This is to leave a seed source on site.

#### 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 and skidding are limited to frozen ground conditions. This restriction is because of erosion concerns on sensitive soils.

#### 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.

Section Name: Sale Specific Current as of 4/21/2011 8:51:55AM

B = Paper Birch

D = Treed Bog

F = Spruce Fir

E = Swamp Hdwoods

C = Cedar

#### TIMBER SALE MAP

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

12-014-10-01

2010

Forest Management Unit Crystal Falls

County Dickinson Mapped By Ernie Houghton Cruised By Houghtone/Goupell

Date 09/29/2010

**Density** 

Page of 1

Township Range 44N 27W

Section(s) and Subdivision(s)

S4, W 1/2 NW 1/4; S5 E 1/2 NE 1/4, NW NE

|...4 inches...| = 1 mile

T6

Unit 2

LO

Cover Type G = Grass O = Oak A = Aspen

**A3** 

H = Hemlock J = Jack Pine

L = Lowland Brush M = Mpl, Bch, Brch N = Marsh

P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce

T = Tamarack

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

X = Non Stocked

Z = Water

1 = Seedling Sapling Poor

0 = Non Stocked

2 = Seedling Sapling Medium

3 = Seedling Sapling Well 4 = Pole Timber Poor

6 = Pole Timber Well

7 = Saw Timber Poor 8 = Saw Timber Medium

5 = Pole Timber Medium

9 = Saw Timber Well



Unit 1: 27ac 32 Unit 2: 40 ac

Private

**P4** 

Unit 1

Dickinson County

Marquette County

Tower Pood

M6

Timber sale boundary.shp~ Re Payment unit line.shp - Ye Drainage.shp

County road.shp Stream crossing.shp Trail roads.shp

Survey corners.shp Marquette\_section\_In.shp Section Line

Dickinson\_section\_ln.shp Section Line

PR 4030-1a (Rev. 05/24/2007)

0.25 0.25 0.5 Miles 0

**A3** 

#### TIMBER SALE INFORMATION

#### LAKE WALLACE ASPEN (12-070-10-01)

T44N. R31W. SEC.36.

IRON COUNTY (Advertised Price \$16,690.00)

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\* ADVERTISED PRICE** 

Pulpwood

Mixed Aspen 720.00 Cords 22.00 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$850.00:

PRODUCTS & SPECIES ESTIMATED VOLUME\* ADVERTISED PRICE

Pulpwood

Mixed Hardwood 40.00 Cords \$ 21.25 / Cord

#### **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.

57%

- 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

> 02 43%

- 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.

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 16.86 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### Sale Specific Conditions & Requirements

Sale Name: Lake Wallace Aspen Sale Number: 12-070-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green paint and Channing Road. 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 Channing Road where the road is the boundary. Interior Payment Unit and 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 and 2, cut all aspen and mixed hardwood trees that are 5 inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Do not cut elm, black cherry, yellow birch or conifers.

In Cutting Unit 2A only cut trees marked with orange paint.

#### 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. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

#### 3 - Payments

#### 3.4 - Damaged Timber

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

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

#### 4 - Transportation

#### 4.1 - Construction

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

Construction of decking spurs 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. 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)

New spurs built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require placing stumps and slash in the dozed area, making it 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. All operations are limited to existing roads. A short back in spur into the sale area may be permitted off of the Lake Ellen Road.

#### 4.2 - Maintenance

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

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

#### 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 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 during the period of March 1 to May 31. This restriction is to avoid spring break up season.

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

No decking is allowed within 30 feet of Lake Ellen Drive or Channing Road without permission of the Iron County Road Commission and the Unit Manager or his/her representative.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.8 - Protection of Endangered Species

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

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on Lake Ellen Drive prior to beginning operations. The road must be posted approximately 200 feet from either end of the sale to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

# DNR MONGAN

### 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

012-070-10-01

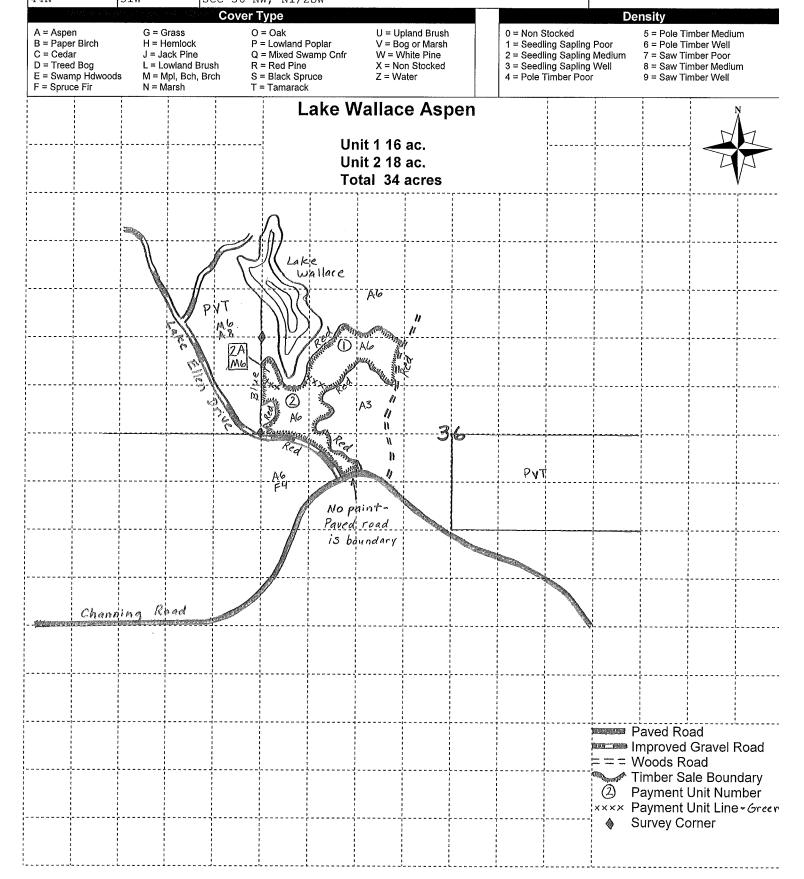
**Year** 2010

Forest Management Unit
Crystal Falls
Iron
Cruised By Rice
Date
07/16/10
1 1

Township
Range
Section(s) and Subdivision(s)

Township Range Section(s) and Subdivision(s)
44N 31W sec 36 NW, N1/2SW

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



#### TIMBER SALE INFORMATION

#### 6 MILE HARDWOOD SALE (12-078-10-01)

T44N, R26W, SEC.31; T44N, R26W, SEC.32; T44N, R27W, SEC.05; T44N, R27W, SEC.06.

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:

<b>ESTIMATED VOLUME*</b>	ADVERTISED PRICE	
279.90 MBF	\$	122.00 / MBF
29.40 MBF	\$	240.00 / MBF
631.00 Cords	\$	22.00 / Cord
	279.90 MBF 29.40 MBF	279.90 MBF \$ 29.40 MBF \$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,761.50:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	AD\	VERTISED PRICE
Sawlogs			
Mixed Hardwood	3.50 MBF	\$	177.00 / MBF
Pulpwood			
Basswood	381.00 Cords	\$	7.00 / Cord
Q. Aspen	25.00 Cords	\$	19.00 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 12.72 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$3,000.00 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:

· / ·	0	0 0
PAYMENT UNIT NUMBER		PERCENT OF TOTAL SALE VALUE
01		45%
02		39%
03		16%

- 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: 6 Mile Hardwood Sale Sale Number: 12-078-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red paint. There is not a paint boundary along the Tower Rd. and the road will be the west boundary of the sale unless red line is present. Exterior sale boundary lines against state are marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2 and 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

#### 2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 10 inches.

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

Skidding of unlimbed tops or lengths over 17 feet is not permissible.

#### 2.3 - Log Rule

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

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

#### 3 - Payments

#### 3.4 - Damaged Timber

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

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

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

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

#### 4.2 - Maintenance

#### 4.2.5 - 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. 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

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2 and 3, 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.

#### 5.2.3.4 - Oak wilt restriction (6/10)

Within Payment Unit(s) 1, 2 and 3 unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

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

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

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

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

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 7 - Other Conditions

#### 7.2 - Extensions

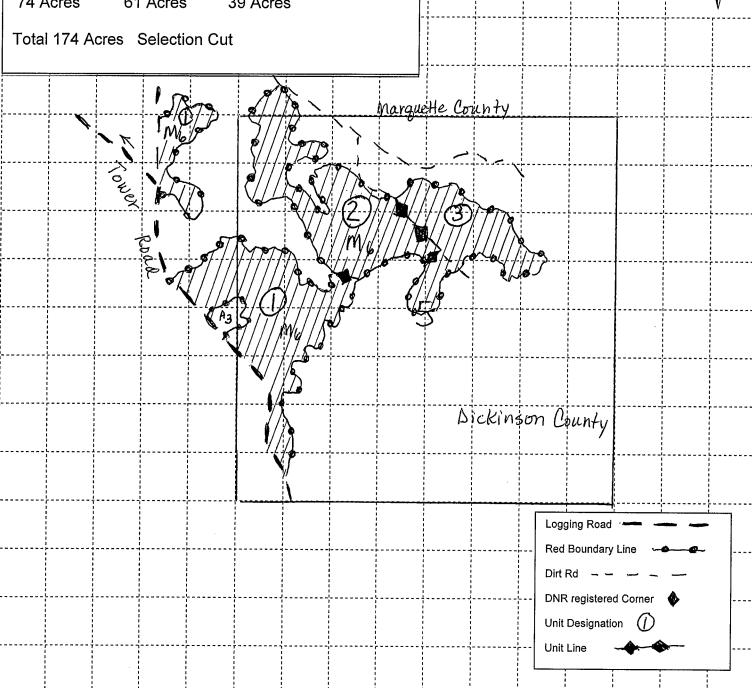
#### 7.2.1 - One year extension (2/04)

Given justification, only one, 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 11:54:20AM

TIMBER SALE MAP 120781001 10 This information provided by authority of Part 525 of Act 451, PA 1994, as amended. FOREST MANAGEMENT UNIT: COUNTY MAPPED BY Linda Lindberg DATE PAGE Crystal Falls Dickinson 9/24/2010 CRUISED BY Mary Jo McGinnis TOWNSHIP 45 Range 27W SECTION(S) AND SUBDIVISION(S) 31, SESE, 32, SWSW Scale: |.....4 inches......| = 1 mile 44N 27W 5,N1/2, W1/2SW, NESW, 6, E1/2NÉ,NÉSE **Cover Type Density** A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch 1 = Seedling Sapling Poor J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 6 = Pole Timber Well 2 = Seedling Sapling Medium C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 7 = Saw Timber Poor E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium F = Spruce Fir N = Marsh T = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well G = Grass O = Oak U = Upland Brush 6 Mile Hardwood Sale Unit 2 Unit 3 74 Acres 61 Acres 39 Acres

OF



#### **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT

CRYSTAL FALLS OFFICE

#### <u>DIMARCO LINE (12-014-10-01)</u> T44N, R27W, SEC.04; T44N, R27W, SEC.05; DICKINSON COUNTY

In response to the notice of sale to be held 3:00PM on June 01, 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
Pulpwood			
Mixed Aspen	363.00 Cords	\$ 20.00 / Cord	\$ / Cord
Mixed Hardwood	163.00 Cords	\$ 20.40 / Cord	\$ / Cord
Mixed Softwood	899.00 Cords	\$ 21.10 / Cord	\$ / Cord

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 bidding:				
	Company representative's name:_				
	Address:				
	City:	_ State:	Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
ndividual or company representative's signature: Date:					
Phone number : Email (optional):					

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.64 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.



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.	A. Sole Proprietorship (individual)  B. Partnership			
_	C. Corporation			
2.	<ol> <li>You must check <u>one</u> of the boxes below:</li> <li>A.          I certify that my business is a sole proprietorship and it has Worker's Compensation Laws.     </li> </ol>	no employees but the sole proprietor. I am not subject to the		
		e Worker's Compensation Act through the use of an approved copy of the Notice of Exclusion within 21 days of the contract II the Worker's Compensation Bureau at 517-322-1195).		
	C.  I certify that my business has a Worker's Compensation Podays of the contract award.	licy. I will provide an original Certificate of Insurance within 21		
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the than yourself, including family members and active partners (item)</li> </ol>			
	Full-time Employees	Part-time Employees		
Name of Business		leral ID (or) Social Security No.		
٩ddr	Address Tel-	ephone )		
City	City State ZIP			
	hereby certify that the above information is true and correct. I a occur in factors affecting my coverage during any of my present a			
S	Signature of Owner or Authorized Representative			

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

PRODUCTS & SPECIES

PRODUCTS & SPECIES

Mixed Aspen

Pulpwood

#### **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT

CRYSTAL FALLS OFFICE

**BID PRICE** 

\$ / Cord

#### <u>LAKE WALLACE ASPEN (12-070-10-01)</u> T44N, R31W, SEC.36; IRON COUNTY

ADVERTISED PRICE

**ADVERTISED PRICE** 

22.00 / Cord

In response to the notice of sale to be held 3:00PM on June 01, 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.

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$850.00:

ESTIMATED VOLUME\*

720.00 Cords

ESTIMATED VOLUME\*

Pulpwood			
Mixed Hardwood	40.00 Cords	\$ 21.25 / Cord	
*The volumes are statistically estimated within adjustment. Prospective bidders are urged to			
I understand that any or all bids may be reject understand that consideration and awarding a equipment and staffing subject to my control.	_		e bid or the bid form may be rejected. I also nd ability to complete the contract based upon
FEDERAL ID:	or SOCIAL SEC	URITY NUMBER:	·
Company or individual bidding:			-
Company representative's name:_			
Address:			_
City:	_ State:	_ Zip:	_
IF AVAILABLE, PLEASE PLACE THE PERSO	ONALIZED LABEL FROM	/ YOUR PROSPECTUS IN	THE ABOVE BOX.
Individual or company representative's signat	ure:		Date:

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.

days of the contract award.

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 2. You must check 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

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

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

lame 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		
Title	Date	

Part-time Employees

#### **BID FORM**

#### 6 MILE HARDWOOD SALE (12-078-10-01)

T44N, R26W, SEC.31; T44N, R26W, SEC.32; T44N, R27W, SEC.05; T44N, R27W, SEC.06; DICKINSON COUNTY

In response to the notice of sale to be held 3:00PM on June 01, 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 Sawlogs	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE	
Basswood	279.90	MBF	\$	122.00 / MBF	\$	/ MBF
Sugar Maple	29.40	MBF	\$	240.00 / MBF	\$	_ / MBF
Pulpwood						
Mixed Hardwood	631.00	Cords	\$	22.00 / Cord	\$	_ / Cord
In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,761.50:						
PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>AD</u>	VERTISED PRICE		
Sawlogs						
Mixed Hardwood	3.50	MBF	\$	177.00 / MBF		
Pulpwood						
Basswood	381.00		\$	7.00 / Cord		
Q. Aspen	25.00	Cords	\$	19.00 / Cord		
*The volumes are statistically estimated within plus (+) or minus (-) 12.72 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.						
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:					
	Company or individual bidding:			<u></u>		
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual	or company representative's signatu	ıre:		Date:		
Phone nu	ımber :	Em	ail (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

Signature of Owner or Authorized Representative

Title

## 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.

Date