

## DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS (4475)**

SCHEDULED SALE DATE AND TIME: 3:00PM on October 26, 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 sales. Some landowners may request 60 days or more notice for access across their land. NOTE: 3:00p.m. bid time is local time.

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:

RABBIT TRAIL (12-063-11-01) / T46N, R34W, SEC.10, S1/2SW.

T46N, R34W, SEC.15, SW1/4,N1/2NW.

T46N, R34W, SEC.16, W1/2SE, W1/2NE, NENE.

IRON COUNTY (Advertised Price \$46,372.45), 83.0 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.

FOOT BRIDGE (12-065-11-01) / T43N, R33W, SEC.07, W1/2SW.

T43N, R33W, SEC.18, NWNW.

T43N, R34W, SEC.01, NESE.

T43N, R34W, SEC.12, S1/2SE; 13 E1/2NE.

IRON COUNTY (Advertised Price \$33,475.60), 53.0 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 private land.

CHICKEN FOOT SALE (12-066-11-01) / T44N, R31W, SEC.01, N1/2NW.

IRON COUNTY (Advertised Price \$30,081.40), 76.0 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. 06/20/2011):

#### 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 October 26, 2011. For further information concerning this sale, contact Don Mankee at 906-875-6622.

#### 2. Bidder's Qualifications (6/11)

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 DNR/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 (6/11)

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) the sale name or number and (b) 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

#### RABBIT TRAIL (12-063-11-01)

T46N, R34W, SEC.10; T46N, R34W, SEC.15; T46N, R34W, SEC.16. IRON COUNTY (Advertised Price \$46,372.45)

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	ESTIMATED VOLUME*	AD\	VERTISED PRICE
Sawlogs Mixed Hardwood	18.20 MBF	\$	245.00 / MBF
Pulpwood			
Mixed Hardwood	580.00 Cords	\$	29.50 / Cord
Mixed Softwood	709.00 Cords	\$	30.05 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,498.00:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	AD\	/ERTISED PRICE
Pulpwood			
Mixed Aspen	120.00 Cords	\$	29.15 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.26 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of **\$2,500.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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	19%
02	14%
03	40%
04	27%

- 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: Rabbit Trail Sale Number: 12-063-11-01

#### 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 and interior payment unit boundaries 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) 1, 2 & 3, cut all aspen and mixed hardwood trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Cut all spruce, balsam, tamarack and jack pine with a stump diameter of six inches or more. Do not cut any red or white pine, cedar, hemlock or oak.

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

Within Payment Unit(s) 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all spruce and balsam with a stump diameter of six inches or more.

#### 2.2 - Utilization

#### 2.2.8 - Utilization and removal (2/11)

If tree tops and limbs are chipped, retain on site 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is to meet certification standards.

#### 3 - Payments

#### 3.4 - Damaged Timber

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

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

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.6 - 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. Overgrown or previously bermed 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

#### 4.2.5 - 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. If the Purchaser pulls out of the sale area, the Unit manager or his representative must be notified before moving back into the sale. 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. Chip piles must be spread out and not exceed 4 inches in depth.

#### 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) 4, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 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 9/28/2011 11:49:13AM

#### TIMBER SALE INFORMATION

#### FOOT BRIDGE (12-065-11-01)

T43N, R33W, SEC.07; T43N, R33W, SEC.18; T43N, R34W, SEC.01; T43N, R34W, SEC.12.

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 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>	ERTISED PRICE
Pulpwood			
Mixed Aspen	721.00 Cords	\$	29.15 / Cord
Mixed Softwood	339.00 Cords	\$	30.05 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,271.50:

PRODUCTS & SPECIES
Pulpwood

Aircraft Headers and Product Section 27 200 Conde

Mixed Hardwood 77.00 Cords \$ 29.50 / Cord

#### **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:

    PAYMENT UNIT NUMBER

    PERCENT OF TOTAL SALE VALUE

01 60%

02 40%

- 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.

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 9.47 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: Foot Bridge Sale Number: 12-065-11-01

#### 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. Do not cut painted boundary line trees.

#### 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 aspen and mixed hardwood trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Cut all spruce, balsam, tamarack and jack pine with a stump diameter of six inches or more. Do not cut any red or white pine, cedar, hemlock, black ash or oak.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.2 - Stream crossings, specific (3/11)

If this timber sale is accessed from Paulson Road, Olson Creek will need to be crossed. This will require the installation of a temporary bridge. The installation will be performed by the logger in accordance with the specifications on the appropriate permits which shall be provided by the DNR.

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

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

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

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other designated timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

#### 4.1.5 - Culverts (9/11)

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

#### 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.

#### 4.2 - 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 (3/11)

Permission for access across private land is the responsibility of the purchaser. Permission to cross private land must include access for DNR representatives to inspect the sale.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. If the Purchaser pulls out of the timber sale, the Unit manager or his representative must be notified before moving back into the timber sale. 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. Chip piles must be spread out and not exceed 4 inches in depth.

#### 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) 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 15. This restriction is because of wet soils.

#### 5.4 - Soil Protection

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

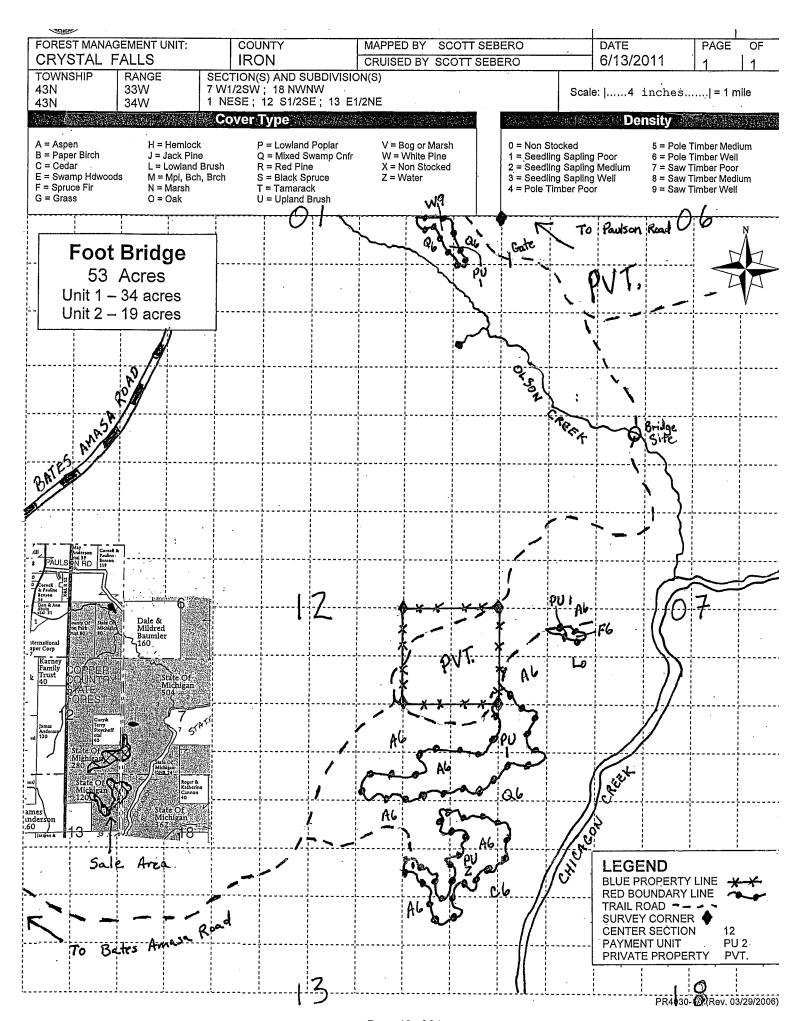
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the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

#### 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.



#### TIMBER SALE INFORMATION

#### CHICKEN FOOT SALE (12-066-11-01)

T44N, R31W, SEC.01.

IRON COUNTY (Advertised Price \$30,081.40)

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\	<u>/ERTISED PRICE</u>
Pulpwood			
Mixed Softwood	572.00 Cords	\$	23.75 / Cord
Q. Aspen	708.00 Cords	\$	23.30 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.38 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 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 06/30/2014.

#### Sale Specific Conditions & Requirements

Sale Name: Chicken Foot Sale Sale Number: 12-066-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s), 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 cherry, elm, red and white pine, hemlock, oak and cedar, if present. In addition, leave all spruce and balsam 6 inches or smaller in diameter at a 4 inch stump.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

#### 2.2.11 - Chipping restriction (2/11)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. One third of the residual cut in the sale(treetops) must be left spread throughout the sale area.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

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

#### 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 that are left within the sale area.

#### 4 - Transportation

#### 4.1 - Construction

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

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

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

Construction of new roads or improvements of existing 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. 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 but if it is agreeable with the sale administrator, an office or phone meeting can be held instead to work out sale expectations.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

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

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

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

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.

#### 5.4 - 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 9/28/2011 11:40:28AM



#### **TIMBER SALE MAP**

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

120661101

| 11

FOREST MANAGEMENT UNIT: COUNTY MAPPED BY Linda Lindberg DATE PAGE OF Crystal Falls Iron 6/28/2011 CRUISED BY Linda Lindberg **TOWNSHIP** SECTION(S) AND SUBDIVISION(S) Range Scale: |.....4 inches......| = 1 mile 44N 31W 1; N1/2NW **Cover Type** Density A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor 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 Chicken Foot Sale Aspen Clearcut 76 acres spot lake Road.  $A_3$ State Logging Rd. Blue Property Line Red Boundary Line Dirt Road **DNR Survey Corner** Reserve Area

**BID PRICE** 

\$\_\_\_\_\_ / MBF

\$ / Cord

PRODUCTS & SPECIES

Mixed Hardwood

Mixed Hardwood

Phone number :\_\_\_\_\_

Sawlogs

Pulpwood

#### **BID FORM**

## RABBIT TRAIL (12-063-11-01) T46N, R34W, SEC.10; T46N, R34W, SEC.15; T46N, R34W, SEC.16; IRON COUNTY

ADVERTISED PRICE

245.00 / MBF

29.50 / Cord

In response to the notice of sale to be held 3:00PM on October 26, 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.

ESTIMATED VOLUME\*

18.20 MBF

580.00 Cords

Mixed Softwood	709.00 Cords	\$	30.05 / Cord	\$	/ Cord	
In addition, the successful bidder agree	es to purchase the followi	ng species at the	indicated advertis	ed price for a to	tal value of \$3,498.00 :	
PRODUCTS & SPECIES	ESTIMATED VOLUME	* <u>ADVE</u>	RTISED PRICE			
Pulpwood Mixed Aspen	120.00 Cords	\$	29.15 / Cord			
		•				
*The volumes are statistically estimated						
adjustment. Prospective bidders are un	ged to examine this time	er and to make tr	ieii own estimates	or quartity and	quality.	
equipment and staffing subject to my confidence for the first subject subject to my confidence for the first subject	ontrol.		·			on
Company or individual biddir	ng:					
Company representative's n	ame:					
Address:						
City:						
IF AVAILABLE, PLEASE PLACE THE	PERSONALIZED LABEL	FROM YOUR PI	ROSPECTUS IN 1	THE ABOVE BC	)X.	
Individual or company representative's	signature:			Date:		

\_\_\_\_\_ 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 except for written signatures.						
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.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>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).</li> <li>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.</li> </ul>						
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						

PRODUCTS & SPECIES

Phone number :

Pulpwood

#### **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT **CRYSTAL FALLS OFFICE** 

upon

**BID PRICE** 

#### FOOT BRIDGE (12-065-11-01)

T43N, R33W, SEC.07; T43N, R33W, SEC.18; T43N, R34W, SEC.01; T43N, R34W, SEC.12; IRON COUNTY

ADVERTISED PRICE

In response to the notice of sale to be held 3:00PM on October 26, 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.

ESTIMATED VOLUME\*

Mixed Aspen	721.00	Cords	\$	29.15 / Cord	\$	/ Cord	
Mixed Softwood	339.00	Cords	\$	30.05 / Cord	\$	/ Cord	
In addition, the successful bidder	agrees to purchase	the following	species at th	e indicated advertise	d price for a to	otal value of \$2,271.	50 :
PRODUCTS & SPECIES Pulpwood	<u>ESTIMATED</u>	VOLUME*	<u>AD\</u>	ERTISED PRICE			
Mixed Hardwood	77.00	Cords	\$	29.50 / Cord			
*The volumes are statistically est adjustment. Prospective bidders		, , ,	•			•	0
I understand that any or all bids runderstand that consideration an equipment and staffing subject to	d awarding a contrac		-				
FEDERAL ID:		or SOCIAL SI	ECURITY NU	JMBER:		_	
Company or individual	bidding:						
Company representati							
Address:							
City:	State	:	Zip:				
IF AVAILABLE, PLEASE PLACE	THE PERSONALIZE	ED LABEL FR	OM YOUR F	PROSPECTUS IN T	HE ABOVE BO	OX.	_
Individual or company representa	itive's signature:				Date:		

\_\_\_\_\_ 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>             B.              Partnership             C.              Corporation </ol>						
<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>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).</li> <li>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.</li> </ul>						
3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> f than yourself, including family members and active partners (if none, you must Full-time Employees						
Name of Business Federal ID (or) Social Sec	ecurity 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 operat  Signature of Owner or Authorized Representative						
Title Date						

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

#### CRYSTAL FALLS MANAGEMENT UNIT **CRYSTAL FALLS OFFICE**

upon

#### CHICKEN FOOT SALE (12-066-11-01) T44N, R31W, SEC.01; IRON COUNTY

In response to the notice of sale to be held 3:00PM on October 26, 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	<b>ESTIMATED</b>	VOLUME*	<u>ADV</u>	ERTISED PRICE	BID PRICE	
Pulpwood						
Mixed Softwood	572.00	Cords	\$	23.75 / Cord	\$	_ / Cord
Q. Aspen	708.00	Cords	\$	23.30 / Cord	\$	_ / Cord
*The volumes are statistically estil adjustment. Prospective bidders			-			
I understand that any or all bids munderstand that consideration and equipment and staffing subject to	l awarding a contrac					
FEDERAL ID:Company or individual						
Company representativ	e's name:					
Address:						
City:	State	:	Zip:			
IF AVAILABLE, PLEASE PLACE	THE PERSONALIZE	ED LABEL FR	OM YOUR F	PROSPECTUS IN TI	HE ABOVE BOX.	
Individual or company representat	tive's signature:				Date:	
Phone number :		Ema	ail (optional):			



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