

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #4529**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on February 15, 2012. 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:

DAM SANDWICH (12-011-11-01) / T40N, R28W, SEC. 06, N1/2NE.

T40N, R28W, SEC. 06, NENW.

T40N, R28W, SEC. 07, N1/2SE.

T40N, R28W, SEC. 07, N1/2SW.

Dickinson County, Advertised Price \$41,492.50, 67.0 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.

CHUTES AND LADDERS (12-014-11-01) / T40N, R29W, SEC. 15, NWNW, S1/2NW.

T40N, R29W, SEC. 15, NWSE.

T40N, R29W, SEC. 15, SW1/4.

T40N, R29W, SEC. 15, SWNE.

Dickinson County, Advertised Price \$30,013.00, 107.0 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 or state forest land.

BUMPY MIX (12-016-11-01) / T40N, R29W, SEC. 24, E1/2SW.

T40N, R29W, SEC. 24, NWSE.

T40N, R29W, SEC. 25, E1/2SW.

T40N, R29W, SEC. 25, W1/2SE.

Dickinson County, Advertised Price \$12,220.00, 37.0 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 or state forest land.

#### BID INSTRUCTIONS (VER. 10/20/2011):

#### 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 3:00 p.m. (local time) on February 15, 2012. 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 (10/11)

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 Pure 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

#### DAM SANDWICH (12-011-11-01)

T40N, R28W, SEC. 06; T40N, R28W, SEC. 07.

Dickinson County (Advertised Price \$41,492.50)

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 UNITS*	<u>AD\</u>	ADVERTISED PRICE		
Sawlogs					
Mixed Hardwood	19.10 MBF	\$	125.00 / MBF		
Pulpwood					
Mixed Aspen	1,144.00 Cords	\$	25.00 / Cord		
Mixed Hardwood	374.00 Cords	\$	25.00 / Cord		

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,155.00:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ADVERTISED PRICE		
Pulpwood					
Mixed Softwood	77.00 Cords	\$	15.00 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.66 percent. The estimated units 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:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	60%
02	35%
03	5%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2014.

#### Sale Specific Conditions & Requirements

Sale Name: Dam Sandwich Sale Number: 12-011-11-01

#### 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 RED paint. Exterior sale boundary lines against state are marked with RED paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (12/08)

Within Payment Unit(s) 1-3, cut all trees which meet minimum piece specifications in 2.2 Utilization EXCEPT Oak, Pine, Cedar, and Hemlock. IN ADDITION, do not cut conifers measuring 6 inches or less at the stump.

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

Note that MIXED ASPEN includes Quaking and Big Tooth. MIXED HARDWOOD includes Maple, Birch, Ash, Basswood, Ironwood and BAM. MIXED SOFTWOOD includes Tamarack, Spruce and Fir.

#### 4 - Transportation

#### 4.1 - Construction

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

The Creek crossing located on the map will require the replacement of a culvert. This replacement will be performed in accordance with the specifications on the appropriate permits which shall be provided by the purchaser.

#### 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. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.1.11 - Permits (5/07)

The Purchaser will secure any necessary stream crossing permits that may be required.

#### 4.2 - Maintenance

#### 4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 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.

#### 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 (6/11)

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

#### 5.2.2 - 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.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.2 - Dead and down creation, hare and grouse (9/10)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave 1 BRUSH PILE measuring a minimum of 6 feet wide by 6 feet tall on the ground for every 7 acres in UNITS 1-2. They should be scattered throughout the sale. If possible, the logs or trees should be felled so they overlap. Note these pieces should have a minimum length of five feet. They can be of any tree species and can be un-merchantable pieces of wood or a full trees.

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

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

#### 5.2.39 - ORV trail/route protection (1/09)

The Norway ORV trail is shown on the Timber Sale Map and is located within UNIT 3. Do not cut trees or damage posts with orange ORV markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

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

The Snowmobile Trail #115 is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail.

#### 5.4 - Soil Protection

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

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the Snowmobile Trail #115 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate locations along the haul route to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

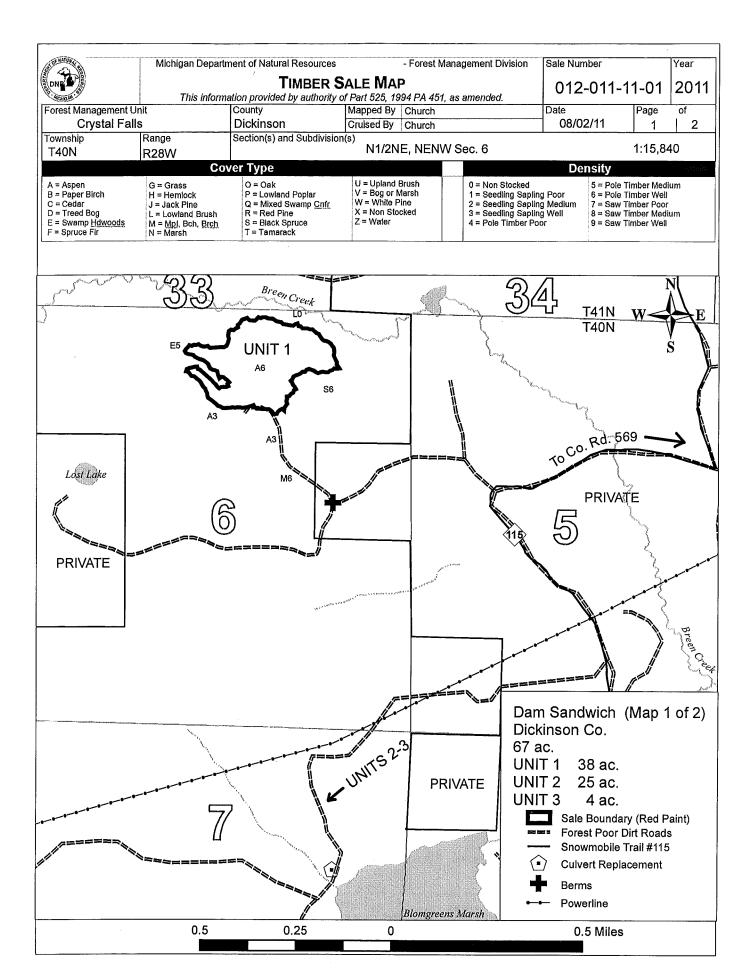
#### 7 - Other Conditions

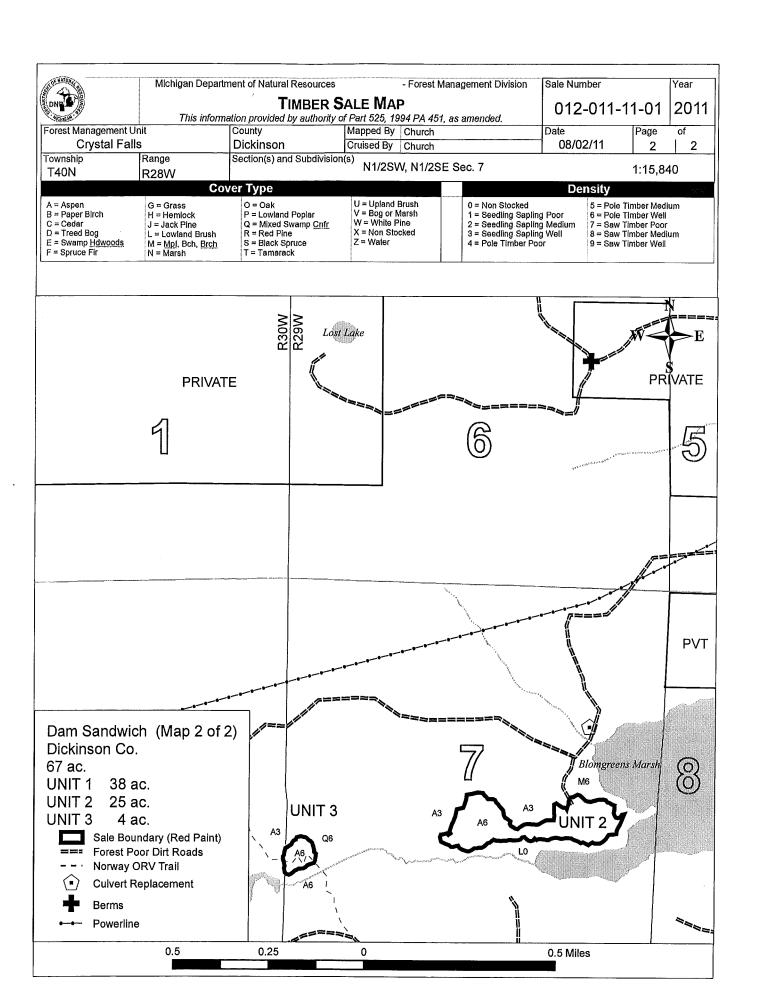
#### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

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

Section Name: Sale Specific Current as of 12/19/2011 10:03:14AM





#### TIMBER SALE INFORMATION

#### CHUTES AND LADDERS (12-014-11-01)

T40N, R29W, SEC. 15.

Dickinson County (Advertised Price \$30,013.00)

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 or 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 UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Mixed Hardwood	28.20 MBF	\$	90.00 / MBF
Pulpwood			
Mixed Aspen	1,145.00 Cords	\$	15.00 / Cord
Mixed Hardwood	435.00 Cords	\$	10.00 / Cord
Mixed Softwood	595.00 Cords	\$	10.00 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.67 percent. The estimated units 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:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	60%
02	20%
03	20%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2015.

#### **Sale Specific Conditions & Requirements**

Sale Name: Chutes And Ladders Sale Number: 12-014-11-01

#### 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. Do not cut painted boundary line trees. 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 (8/11)

Within Payment Unit(s) 1-3, 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 HEMLOCK, CEDAR, OAK, and PINE.

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

Note that Mixed Aspen includes quaking, and big tooth. Mixed Softwood includes: Spruce, Fir, and Tamarack. Mixed Hardwood includes: Maple, Birch, Ash, BAM, Ironwood, and an estimated volume of Basswood to be 4.3 mbf and 12 cords.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 1 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.

#### 4 - Transportation

#### 4.1 - Construction

#### 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 (3/11)

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

#### 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. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

#### 4.4 - Access

#### 4.4.2 - Alternate route on private property (2/04)

It is the purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

#### 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 (6/11)

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

#### 5.2.2 - 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.

#### 5.2.39 - ORV trail/route protection (1/09)

The Norway ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers.

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

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 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.

#### 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on The Norway ORV Trail prior to beginning operations. The trail must be posted at appropriate distances from the hauling area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

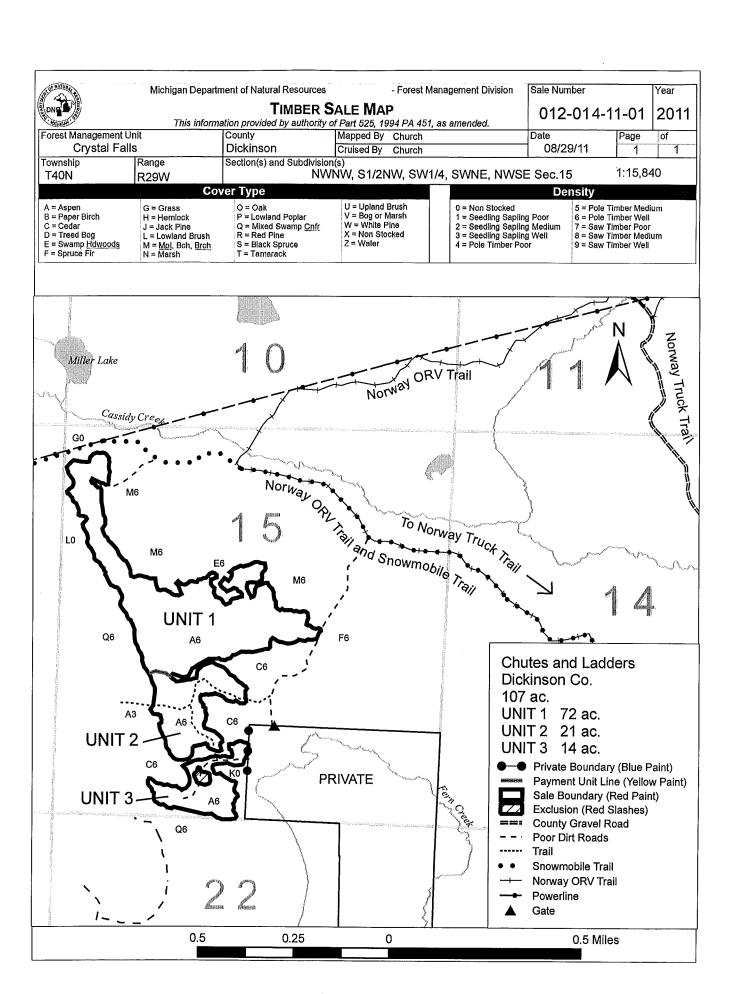
#### 7 - Other Conditions

#### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from Spruce budworm. The purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting. IN ADDITION, be aware this sale is rugged.

Section Name: Sale Specific Current as of 12/19/2011 11:29:21AM



#### TIMBER SALE INFORMATION

#### BUMPY MIX (12-016-11-01)

T40N, R29W, SEC. 24; T40N, R29W, SEC. 25.

Dickinson County (Advertised Price \$12,220.00)

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 or 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 UNITS*	* ADVERTISED	
Pulpwood			
Mixed Aspen	324.00 Cords	\$	20.00 / Cord
Mixed Hardwood	203.00 Cords	\$	20.00 / Cord
Mixed Softwood	112.00 Cords	\$	15.00 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.61 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$1,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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 90% 10%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2015.

#### **Sale Specific Conditions & Requirements**

#### Sale Name: Bumpy Mix Sale Number: 12-016-11-01

#### 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 unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) 1, 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 HEMLOCK, CEDAR, OAK and PINE.

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

Within Payment Unit(s) 2, 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 Mixed Aspen includes quaking and big tooth. Mixed Softwood includes Spruce, Fir and Tamarack. Mixed Hardwood includes Maple, Birch, Ash, Ironwood, and an estimated 11 cords of Basswood.

#### 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 50% 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

#### 4.1.4 - 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. NO CEDAR is allowed to be harvested during road construction.

#### 4.1.5 - Culverts (3/11)

Roads may require the installation of culverts at cross drainages on wet soils, or across natural drainage-ways. Culverts shall be placed in locations specified by the sale administrator and shall be new, corrugated metal or plastic gauge. Culverts will be

a minimum of 12 inches in diameter and 24 feet in length. Culverts shall be installed prior to use of the road. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the purchaser.

#### 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. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

#### 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 (6/11)

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

#### 5.2.2 - 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 limited to DRY GROUND, or FROZEN GROUND conditions. This restriction is due to the organic soils.

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

Within Payment Unit(s) 2, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

#### 5.2.39 - ORV trail/route protection (1/09)

The Norway ORV trail is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline.

#### 5.4 - Soil Protection

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

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the Norway ORV Trail prior to beginning operations. The trail must be posted at appropriate distances from the hauling area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

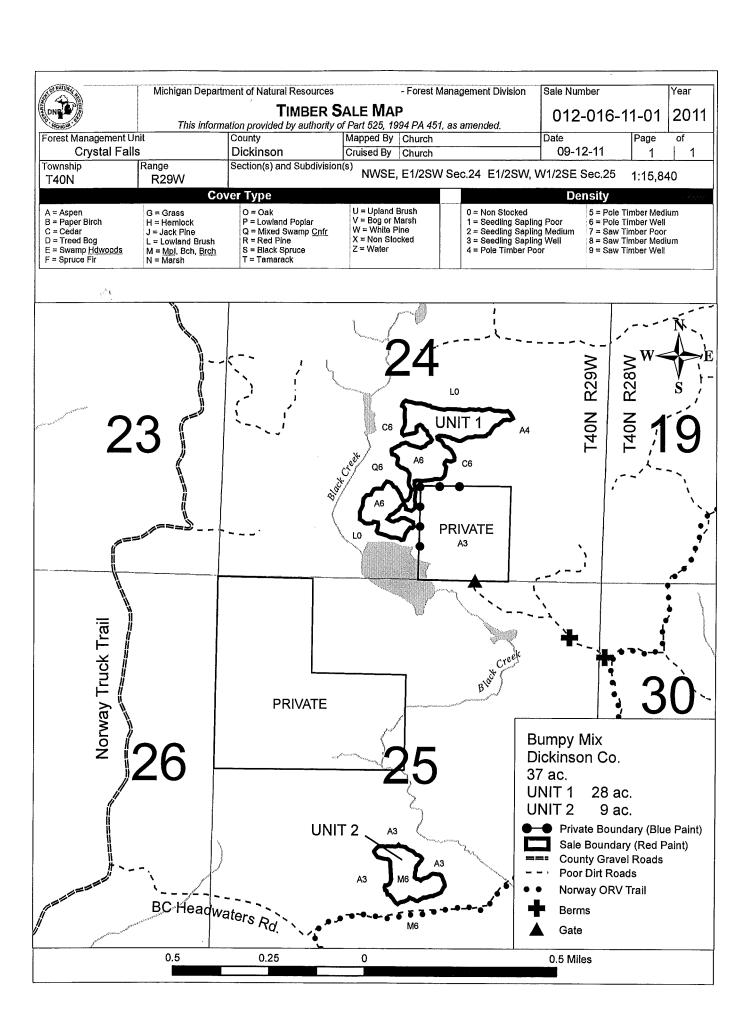
#### 7 - Other Conditions

#### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

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

Section Name: Sale Specific Current as of 12/19/2011 11:04:22AM



PRODUCTS & SPECIES

#### **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT **CRYSTAL FALLS OFFICE** 

#### DAM SANDWICH (12-011-11-01) T40N, R28W, SEC. 06; T40N, R28W, SEC. 07, Dickinson County

ADVERTISED PRICE

In response to the notice of sale to be held 3:00 p.m. (local time) on February 15, 2012, 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 UNITS\*

Sawlogs						
Mixed Hardwood	19.10	MBF	\$	125.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	1,144.00	Cords	\$	25.00 / Cord	\$	/ Cord
Mixed Hardwood	374.00	Cords	\$	25.00 / Cord	\$	/ Cord
In addition, the successful bidder agree	es to purchase	the following spec	cies at tl	ne indicated advertise	ed price for a to	otal value of \$1,155.00 :
PRODUCTS & SPECIES	<u>ESTIMATEI</u>	O UNITS*	<u>AD\</u>	ERTISED PRICE		
Pulpwood						
Mixed Softwood	77.00	Cords	\$	15.00 / Cord		
* The total volume is statistically estim Prospective bidders are urged to exar	•	. ,				nd not subject to adjustment.
I understand that any or all bids may be understand that consideration and aw equipment and staffing subject to my	arding a contrac	•				
FEDERAL ID:		or SOCIAL SECU	JRITY N	UMBER:		
Company or individual bido	ing:					
Company representative's	name					
Address:						
City:	State	:	Zip:			
IF AVAILABLE, PLEASE PLACE THE	PERSONALIZI	ED LABEL FROM	I YOUR	PROSPECTUS IN TI	HE ABOVE BC	) X.

Individual or company representative's signature: \_\_\_\_\_\_ Date: \_\_\_\_\_

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



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WO	RKER'S DISABIL	ITY COMPENS	SATION 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 e	except for written s	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.  le 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.  le 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.  le 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), y than yourself, including family members			<b>both</b> full-time and part-time employees, other u must enter "0").		
	Full-time Er	mployees		Part-time Employees		
Nam	ne of Business		Federal ID (or) So	ocial Security No.		
Add	ress		Telephone ( )			
City		State	ZIP			
occ	ereby certify that the above information is our in factors affecting my coverage during Signature of Owner or Authorized Representative			tify the Michigan DNRE of any changes that operations.		

Date

CEDEDAL ID:

#### **BID FORM**

CHUTES AND LADDERS (12-014-11-01) T40N, R29W, SEC. 15, Dickinson County

In response to the notice of sale to be held 3:00 p.m. (local time) on February 15, 2012, 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.

/ MBF
/ Cord
/ 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.

or SOCIAL SECUDITY NUMBED.

	FEDERAL ID	UI SOCIAL SEC	OKITT NOWBER						
	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.									
Individual	ndividual or company representative's signature: Date:								
Phone nu	ımber :	Email	(optional):						

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.67 percent. The estimated units 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

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

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

	VERIFICATION OF WOR	RKER'S DISABILI	TY COM	IPENSA	TION ACT	COMPLIA	ANCE	
•	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 e	xcept for written si	gnatures.	•				
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 I	ooxes be	low):				
2.	<ul> <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>							
	than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees							
Nam	ne of Business		Federal ID	(or) Social	al Security No.			
Addı	ress		Telephone	)				
City		State	ZIP					
occ	ereby certify that the above information is our in factors affecting my coverage durin Signature of Owner or Authorized Representative					an DNRE	of any chan	iges that

Date

#### **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT

CRYSTAL FALLS OFFICE

### BUMPY MIX (12-016-11-01) T40N, R29W, SEC. 24; T40N, R29W, SEC. 25, Dickinson County

In response to the notice of sale to be held 3:00 p.m. (local time) on February 15, 2012, 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 UNITS*	Al	DVERTISED PRICE	
Pulpwood				
Mixed Aspen	324.00 Cords	\$	20.00 / Cord	\$ / Cord
Mixed Hardwood	203.00 Cords	\$	20.00 / Cord	\$ / Cord
Mixed Softwood	112.00 Cords	\$	15.00 / 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:				
	Company or individual bidd				
	Company representative's				
	Address:				
	City:	State:	Zip:		
F AVAIL				ECTUS IN THE ABOVE BOX.	
		E PERSONALIZED LABEI	L FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.61 percent. The estimated units 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

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

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

	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.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>						
2.	<ul> <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>						
	Full-time Empl	loyees		Part-time Employees			
Name of Business		Federal ID (or) Social Security No.					
Address			Telephone ( )				
City State		tate	ZIP				
000	ereby certify that the above information is truin factors affecting my coverage during a signature of Owner or Authorized Representative			tify the Michigan DNRE of any changes that operations.			

Date