

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5004**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on December 18, 2013. 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:

MISSYS VIEWSHED SALE (12-056-13-01) / T44N, R33W, SEC. 19, SWNE, SENE, NENE. Iron County, Advertised Price \$26,356.85, 43.0 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 or state forest land.

HWY 2 PINE (12-060-13-01) / T42N, R32W, SEC. 05, S1/2SE.

T42N, R32W, SEC. 08, W1/2NE,E1/2SE,SENE.

T42N, R32W, SEC. 09, W1/2NW,N1/2SW,SWSW.

Iron County, Advertised Price \$177,677.90, 137.0 Acres

SALE NOTE: Stand 62 and 74 will be scarified after cutting. Stand 83 will be planted to red pine.

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

MCCUTCHEON MIX (12-062-13-01) / T44N, R32W, SEC. 09, SENW, SWNE, SE1/4, NESW. Iron County, Advertised Price \$46,165.15, 100.0 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.

#### BID INSTRUCTIONS (VER. 06/06/2013):

#### 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 December 18, 2013. For further information concerning this sale, contact Eric Thompson at 906-786-2354 extension 142.

#### 2. Bidder's Qualifications (2/12)

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/FRD 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 (6/13)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

#### 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 (10/12)

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/timber. 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 (3/13)

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 100% 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.

KEITH CREAGH
Director

#### TIMBER SALE INFORMATION

#### MISSYS VIEWSHED SALE (12-056-13-01)

T44N, R33W, SEC. 19.

Iron County (Advertised Price \$26,356.85)

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 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 PRICE	
Pulpwood			
Mixed Hardwood	213.00 Cords	\$	35.45 / Cord
Mixed Softwood	117.00 Cords	\$	35.00 / Cord
Q. Aspen	470.00 Cords	\$	31.30 / Cord

<sup>\*</sup> 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 **\$1,500.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2015.

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

Sale Name: Missys Viewshed Sale Sale Number: 12-056-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (10/12)

The sale boundaries are marked and identified by blue and red paint. The painted boundary line trees are not Included Timber and are to be protected. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Fire Lake Access road is the sale boundary on the East side of the sale.

#### 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 oak, elm, cherry, hemlock, cedar and red and white pine. Cut all spruce and balsam that are 6 inches or greater at a 4 inch stump.

#### 2.2 - Utilization

#### 2.2.11 - Chipping restriction (11/12)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. If chipping is done chip piles must be removed within 60 days of the sale expiration date and residual chip depth at the landing may not exceed 4 inches.

#### 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.

#### 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.

Use included timber trees decking trees so as not to damage residual trees in sale.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.7 - Road closure (10/11)

No new roads will be built into the sale but a landing may be constructed away from the boat landing. Private roads can be used for access with permission from the landowners and must be kept in as good or better condition as before operations began, as well as the state road.

#### 4.2 - Maintenance

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

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup.

#### 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 (10/11)

A pre-sale conference on site or by phone between the Purchaser and sale administrator is required prior to beginning any operations.

#### 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

#### 5.2.1 - Slash

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

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

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

No slash or tree tops may exceed 36 inches in height.

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

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. See related specs 3.4.1 - Damaged Timber.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.32 - Decking/landing restoration (9/11)

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

#### 5.4 - Soil Protection

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

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

Section Name: Sale Specific Current as of 10/28/2013 2:57:56PM

## ONR

## Michigan Department of Natural Resources - Forest Management TIMBER SALE MAP

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

SALE NUMBER 120561301 YEAR

FOREST MANAGEMENT UNIT: COUNTY MAPPED BY Linda Lindberg PAGE DATE OF Crystal Falls Iron 1/11/13 CRUISED BY Linda Lindberg 1 TOWNSHIP Range SECTION(S) AND SUBDIVISION(S) Scale: |.....4 inches......| = 1 mile 44N 33W 19 SWNE, SENE, NENE Cover Type **Density** H = Hemlock P = Lowland Poplar V = Bog or Marsh W = White Pine 5 = Pole Timber Medium 6 = Pole Timber Well A = Aspen0 = Non Stocked 1 = Seedling Sapling Poor B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr 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 0 = OakU = Upland Brush Missy's Viewshed Sale 43 Acre Clearcut AMUSA Bates private AL private Fire 57 73 Aprivate Lake ı Gravel Rd. Paved Rd. **DNR** Corner Edwin Red Boundary Line Blue Property Line Reserve Areas Ø

#### TIMBER SALE INFORMATION

#### HWY 2 PINE (12-060-13-01)

T42N, R32W, SEC. 05; T42N, R32W, SEC. 08; T42N, R32W, SEC. 09.

Iron County (Advertised Price \$177,677.90)

SALE NOTE: Stand 62 and 74 will be scarified after cutting. Stand 83 will be planted to red pine.

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

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 PRICE	
Pulpwood				
Jack Pine	2,786.00 Cords	\$	50.70 / Cord	
Red Pine	622.00 Cords	\$	55.10 / Cord	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,155.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Pulpwood			
Q. Aspen	90.00 Cords	\$	23.95 / Cord

\* 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 \$10,000.00 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	21%
02	13%
03	18%
04	16%
05	12%
06	20%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2016.

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

Sale Name: Hwy 2 Pine Sale Number: 12-060-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (10/12)

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. Interior Payment Unit boundaries are marked with red paint. Red 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 through 4, cut all aspen and mixed hardwood, except oak 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 jack pine, spruce and balsam fir with one or more pulpwood sticks. In Payment Unit 5, cut all trees with one or more pulpwood stick, except oak.

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

Within Payment Unit(s) 6, red pine are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all jack pine, balsam, maple and aspen with one or more pulpwood stick. No oak will be cut.

#### 2.2 - Utilization

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

Stump heights within the sale area shall not exceed 6 inches for all trees. This is in order to facilitate planting and scarification operations.

#### 2.2.10 - No chipping tops and limbs (4/12)

Within Payment Unit(s) 1 through 4, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

#### 2.2.11 - Chipping restriction (11/12)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. Landing size and locations must be approved by the Unit Manager or his/her representative. In addition, brush or chips may not be stored or stockpiled on-site for more than 60 days past the sale expiration date. Residual chip depth at the landing may not exceed 4 inches.

#### 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, care should be taken to avoid damage to pockets of jack pine seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - 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 (10/11)

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 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 (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. 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

#### 5.2.1 - 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 and red paint line.

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

No slash or tree tops may exceed 36 inches in height.

#### 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

#### 5.2.3.6 - Bark beetle restriction (12/08)

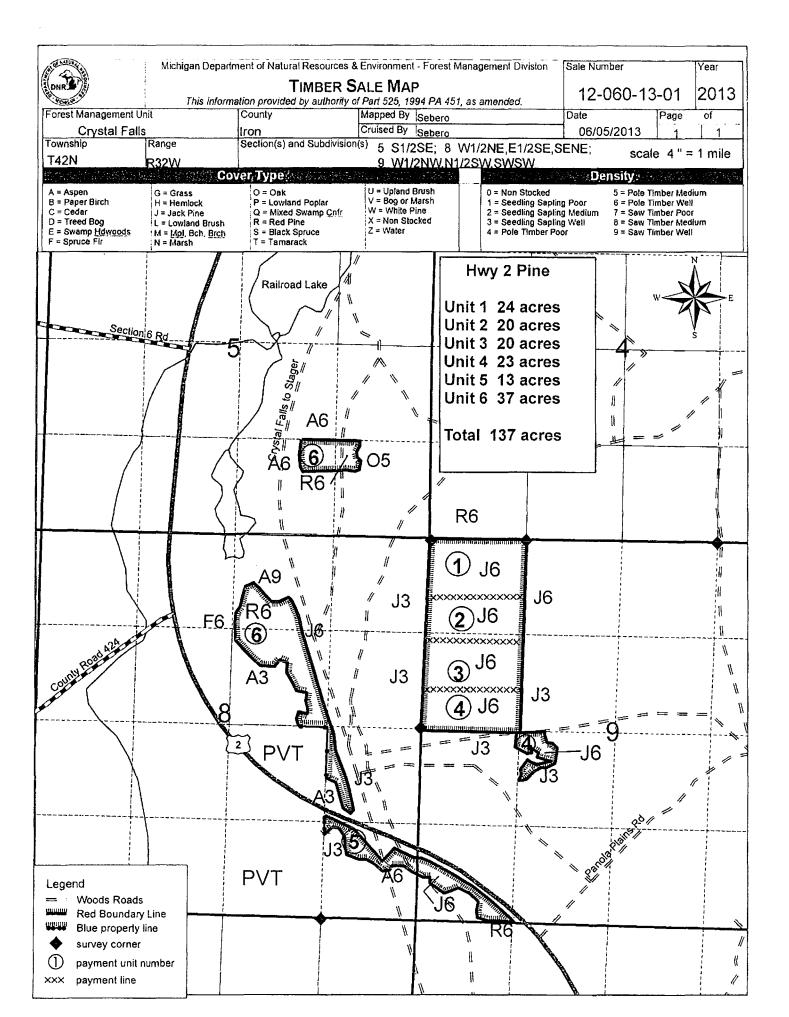
In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

#### 5.4 - Soil Protection

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

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

Section Name: Sale Specific Current as of 10/3/2013 9:25:50AM



#### TIMBER SALE INFORMATION

#### MCCUTCHEON MIX (12-062-13-01)

T44N, R32W, SEC. 09.

Iron County (Advertised Price \$46,165.15)

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	<b>ESTIMATED UNITS*</b>	<u>ADVI</u>	ERTISED PRICE
Pulpwood			
Balsam Fir	96.00 Cords	\$	25.00 / Cord
Mixed Aspen	919.00 Cords	\$	33.00 / Cord
Mixed Hardwood	85.00 Cords	\$	28.10 / Cord
Paper Birch	147.00 Cords	\$	28.85 / Cord
Tamarack	136.00 Cords	\$	17.10 / Cord
W. Spruce	127.00 Cords	\$	35.30 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.09 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 **\$2,400.00** 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 V
01	19%
02	27%
03	21%
04	23%
05	10%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2016.

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

Sale Name: Mccutcheon Mix Sale Number: 12-062-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (10/12)

The sale boundary is marked and identified by double red paint dots. The painted boundary line trees are not Included Timber and are to be protected. Interior Payment Unit boundaries are marked with double red paint slashes.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1 - 4, cut all aspen, maple, white birch, and tamarack trees which meet minimum piece specifications in 2.2 Utilization. In addition, cut balsam fir and spruce with a stump diameter greater than 8 inches. Do not cut trees marked with green paint, pine, hemlock, cedar, oak, or black cherry.

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

Within Payment Unit(s) 5, trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 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 (11/12)

If chipping occurs on this sale, no woody debris present on the ground at the start of the sale may be chipped. Chip piles must be removed within 60 days of the sale expiration. In addition, after chip pile removal, residual chip depth at the landing may not exceed 4 inches.

#### 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, notably established conifer regeneration. 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

#### 4.1.7 - Road closure (10/11)

If the closed road into Payment Unit 4 (see timber sale map) is reopened then it must be blocked to vehicle traffic within 30 days of completion of hauling. In general, this will require placing stumps and brush in the road course for a distance of 50 feet. This road must be rendered impassable to ORVs. Contact the sale administrator for specific details of design and placement.

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted. All operations are limited to existing roads.

#### 4.2 - Maintenance

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

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

#### 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. If damage occurs to private land roads used for sale access, repairs will be the responsibility of the purchaser.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No slash may exceed 24 inches in height.

#### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 - 5, unless changed by written agreement, cutting, skidding, and hauling are not permitted from March 1 - May 15. Within Payment Unit 5, cutting and skidding are not permitted from March 1 - July 15. This restriction is to avoid spring breakup conditions and the bark slip season in Payment Unit 5. Be advised within the sale area, areas of the woods roads may remain extremely wet into early summer.

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

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

#### 5.4 - Soil Protection

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

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

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

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

Section Name: Sale Specific Current as of 10/3/2013 9:48:38AM

	Michigan Departm		SALE MAD	Management Division	Sale Number 12-062-13-	Year
ONE		tion provided by authorit	TIMBER SALE MAP  n provided by authority of Part 525, 1994 PA 451, as amended.			01 2013
Forest Management Ur Crystal Falls	t t	County Iron	Mapped By Rice Cruised By Rice		Date P 04/08/2013	age of
		Section(s) and Subdivis			<u> </u>	4" = 1 mile
T44N		sec 9 SENW, SWN	IE, SE1/4, NESW	Proposition Assembles of the sta		
A = Aspen	G = Grass	er,Type	U = Upland Brush	0 = Non Stocked	Density: 5 = Pole Timb	
B = Paper Birch C = Cedar	H = Hemlock J = Jack Pine	P = Lowland Poplar Q = Mixed Swamp Cofr	V = Bog or Marsh W = White Pine	1 = Seedling Sapling 2 = Seedling Sapling	ng Poor 6 = Pole Timb ng Medium 7 = Saw Timb	er Well
D = Treed Bog E = Swamp <u>Hdwoods</u>	L = Lowland Brush M = <u>Mpl</u> , Bch, <u>Brch</u>	R = Red Pine S = Black Spruce	X = Non Stocked Z = Water	3 = Seedling Saplii 4 = Pole Timber Po	ng Well 8 = Saw Timb oor 9 = Saw Timb	
F = Spruce Fir	N = Marsh	T = Tamarack	-Cutabaan Bliv			N 3
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		unit 2 21		20 acres	•• W-	E
		unit 3 20	acres			. W.
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<ul> <li>Road Closure</li> </ul>			((	ll <b>o</b> d		
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#### **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT

CRYSTAL FALLS OFFICE

#### MISSYS VIEWSHED SALE (12-056-13-01) T44N, R33W, SEC. 19, Iron County

In response to the notice of sale to be held 3:00 p.m. (local time) on December 18, 2013, 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 UNITS*</b>	ADVERTISED PRICE	BID PRICE
Pulpwood			
Mixed Hardwood	213.00 Cords	\$ 35.45 / Cord	\$ / Cord
Mixed Softwood	117.00 Cords	\$ 35.00 / Cord	\$ / Cord
Q. Aspen	470.00 Cords	\$ 31.30 / Cord	\$ / Cord

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

	FEDERAL ID:	or SOCIAL SEC	CURITY NUMBER:					
	Company or individual bidding:							
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
F AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FRO	M YOUR PROSPECTUS IN	THE ABOVE BOX.				
ndividual	or company representative's signature	re:		Date:				
Phone nu	mber :	Email	(optional):					

<sup>\*</sup> 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	Y COMPENSATION A	CT 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 days of the contract award and prior to the			nsurance must be submitted within 21		
٠	All Information must be typed or printed e	xcept for written sig	natures.			
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation					
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.	<ol> <li>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").</li> </ol>					
	Full-time En	nployees	-	Part-time Employees		
Nam	ne of Business		Federal ID (or) Social Security	No.		
Addı	ress		Telephone			
City		State	ZIP			
000	ereby certify that the above information is our in factors affecting my coverage during					

Date

#### **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT
CRYSTAL FALLS OFFICE

#### HWY 2 PINE (12-060-13-01)

T42N, R32W, SEC. 05; T42N, R32W, SEC. 08; T42N, R32W, SEC. 09, Iron County

In response to the notice of sale to be held 3:00 p.m. (local time) on December 18, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

,						
PRODUCTS & SPECIES Pulpwood	ESTIMATE	D UNITS*	ADVE	RTISED PRICE	BID PRICE	: <u>-</u>
Jack Pine	2,786.00	Cords	\$	50.70 / Cord	\$	/ Cord
Red Pine	622.00	Cords	\$	55.10 / Cord	\$	/ Cord
In addition, the successful bidder agrees	s to purchase	the following specie	es at the	e indicated advertised	price for a total v	alue of \$2,155.50 :
PRODUCTS & SPECIES	<u>ESTIMATE</u>	<u>D UNITS*</u>	<u>ADVE</u>	RTISED PRICE		
Pulpwood Q. Aspen	90.00	Cords	\$	23.95 / Cord		
* The estimated units are final and not s estimates of quantity and quality.	ubject to adju	stment. Prospectiv	e bidde	rs are urged to exami	ne this timber and	d to make their own
I understand that any or all bids may be understand that consideration and awar equipment and staffing subject to my co	ding a contrac	ct will be based upo	n my pa	ast performance and a	ability to complete	
Company or individual bidding	g:					
Company representative's na	me:					
Address:						
City:	State	:	Zip:			
IF AVAILABLE, PLEASE PLACE THE P	ERSONALIZE	ED LABEL FROM Y	OUR F	ROSPECTUS IN TH	E ABOVE BOX.	
Individual or company representative's s	signature:				Date:	
					-	



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>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>					approved e contract 95).
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").					
	Full-time Employees	ř.		-	Part-time Employees	<b>;</b>
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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

MCCUTCHEON MIX (12-062-13-01) T44N, R32W, SEC. 09, Iron County

In response to the notice of sale to be held 3:00 p.m. (local time) on December 18, 2013, 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	<u>ESTIMATE</u>	<u>D UNITS*</u>	_ADV	<u>/ERTISED PRICE</u>	BID P	RICE
Pulpwood						
Balsam Fir	96.00	Cords	\$	25.00 / Cord	\$	/ Cord
Mixed Aspen	919.00	Cords	\$	33.00 / Cord	\$	/ Cord
Mixed Hardwood	85.00	Cords	\$	28.10 / Cord	\$	/ Cord
Paper Birch	147.00	Cords	\$	28.85 / Cord	\$	/ Cord
Tamarack	136.00	Cords	\$	17.10 / Cord	\$	/ Cord
W. Spruce	127.00	Cords	\$	35.30 / Cord	\$	/ Cord

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

	FEDERAL ID:		or SOC	CIAL SECURITY NUMBER:_			
	Company or indivi	idual bidding:					
	Company representative's name:						
	Address:						
	City:		State:	Zip:			
F AVAIL	<u> </u>			Zip:		E BOX.	
	ABLE, PLEASE PLA	ACE THE PERS	SONALIZED LAB		CTUS IN THE ABOV	E BOX.	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.09 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.



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:

Signature of Owner or Authorized Representative

Title

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 s	signatures.				
Please Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation					
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.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time EmployeesPart-time Employees					
am	ame of Business	Federal ID (or) Social Security No.				
ddr	ddress	Telephone ( )				
ity	State State	ZIP				
	hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that ccur in factors affecting my coverage during any of my present and future operations.					

Date