

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5044

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on February 12, 2014. 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:

<u>SPLIT RAIL FENCE</u> (12-064-13-01) / T43N, R31W, SEC. 18, S1/2NW,NWNW,W1/2SW. Iron County, Advertised Price \$56,580.40, 118.0 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.

LONG LAKE FALLS (12-065-13-01) / T43N, R33W, SEC. 08, E1/2SE. Iron County, Advertised Price \$13,293.45, 34.0 Acres

SALE NOTE: Access is through private property. Permission for access across private property is the responsibility of the purchaser.

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.

<u>SHAKEY WOLF</u> (12-070-13-01) / T44N, R32W, SEC. 02, NESE, SENE. T45N, R32W, SEC. 36, NE 1/4, NESE.

Iron County, Advertised Price \$15,061.55, 38.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

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

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 February 12, 2014. 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

SPLIT RAIL FENCE (12-064-13-01)

T43N, R31W, SEC. 18.

Iron County (Advertised Price \$56,580.40)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through 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> | /ERTISED PRICE |
|--------------------|------------------|------------|----------------|
| Sawlogs | | | |
| Basswood | 30.70 MBF | \$ | 133.00 / MBF |
| Sugar Maple | 11.70 MBF | \$ | 457.00 / MBF |
| Pulpwood | | | |
| Mixed Hardwood | 972.00 Cords | \$ | 26.40 / Cord |
| Mixed Softwood | 228.00 Cords | \$ | 26.90 / Cord |
| Q. Aspen | 565.00 Cords | \$ | 23.20 / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,248.40:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>AD\</u> | /ERTISED PRICE |
|--------------------|-------------------------|------------|----------------|
| Sawlogs | | | |
| Mixed Hardwood | 1.40 MBF | \$ | 202.00 / MBF |
| Pulpwood | | | |
| Basswood | 168.00 Cords | \$ | 11.70 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 11.27 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 \$3,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

| (c) i ajimam or cacin or are remaining arms ma | or be made belove carring begins in that annu |
|--|---|
| PAYMENT UNIT NUMBER | PERCENT OF TOTAL SALE VALUE |
| 01 | 16% |
| 02 | 16% |
| 03 | 7% |
| 04 | 20% |
| 05 | 23% |
| 06 | 18% |

- 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: Split Rail Fence Sale Number: 12-064-13-01

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, 2 and 3, cut all aspen and mixed hardwood trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except only cut spruce and balsam fir with a stump diameter of 6" or more. Do not cut red or white pine, cedar, hemlock and oak.

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

Within Payment Unit(s) 4, 5 and 6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition to trees marked with orange paint, cut all aspen, spruce and balsam with one or more pulpwood stick.

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

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

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

4 - Transportation

4.1 - Construction

4.1.4 - 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.

4.1.6 - 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

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur if roads become to soft to operate on.

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Permission to cross private land must include access for the DNR representative to inspect the sale at any time.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference 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

5.2.3.3 - Bark slippage restriction (3/09)

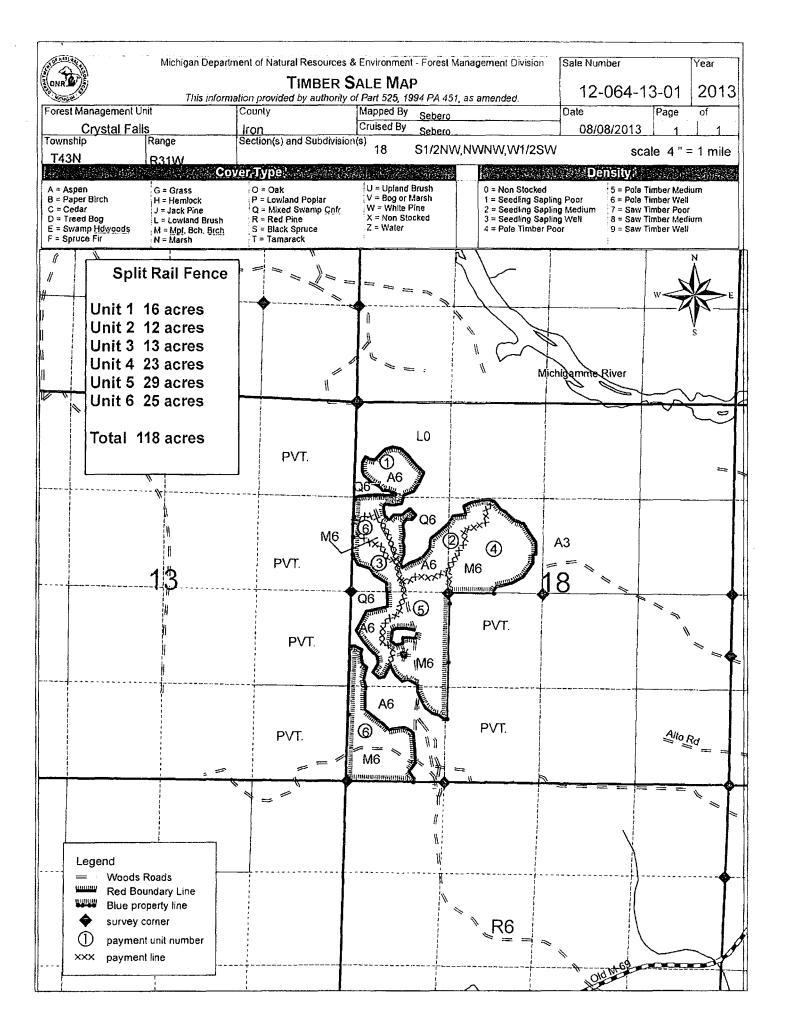
Within Payment Unit(s) 4, 5 and 6, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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 10/21/2013 12:31:32PM



TIMBER SALE INFORMATION

LONG LAKE FALLS (12-065-13-01)

T43N, R33W, SEC. 08.

Iron County (Advertised Price \$13,293.45)

SALE NOTE: Access is through private property. Permission for access across private property is the responsibility of the purchaser.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private

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 |
|--------------------|-------------------------|------------|---------------|
| Pulpwood | | | |
| Mixed Softwood | 217.00 Cords | \$ | 24.85 / Cord |
| Q. Aspen | 351.00 Cords | \$ | 21.40 / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$389.60:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | AD\ | /ERTISED PRICE |
|--------------------|-------------------------|-----|----------------|
| Pulpwood | | | |
| Mixed Hardwood | 16.00 Cords | \$ | 24.35 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 13.91 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 43%

02 57%

- 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: Long Lake Falls Sale Number: 12-065-13-01

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. 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.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all aspen and mixed hardwood trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Cut all spruce, balsam and tamarack with one or more pulpwood stick. No red or white pine, cedar, hemlock or oak are to be cut in any unit.

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

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

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

4 - Transportation

4.1 - Construction

4.1.4 - 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.

4.1.7 - 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.

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.1 - Private property access (3/11)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference 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 red and blue 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.

5.2.31 - Landing locations (10/09)

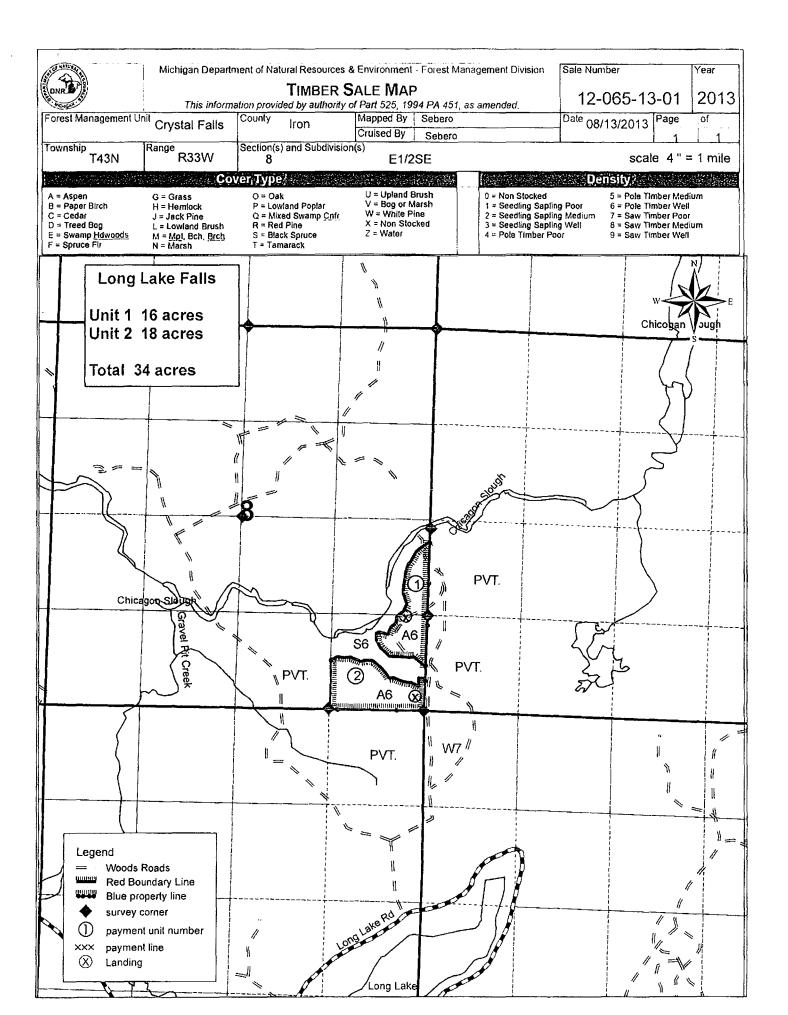
Recommended landing areas are marked on the timber sale map with an "X". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

Section Name: Sale Specific Current as of 11/22/2013 9:46:41AM



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TIMBER SALE INFORMATION

SHAKEY WOLF (12-070-13-01)

T44N, R32W, SEC. 02; T45N, R32W, SEC. 36.

Iron County (Advertised Price \$15,061.55)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* | AD\ | VERTISED PRICE |
|--------------------|------------------|-----|----------------|
| Sawlogs | | | |
| Mixed Hardwood | 8.00 MBF | \$ | 173.00 / MBF |
| Sugar Maple | 5.90 MBF | \$ | 392.00 / MBF |
| Pulpwood | | | |
| Mixed Aspen | 178.00 Cords | \$ | 25.50 / Cord |
| Mixed Hardwood | 227.00 Cords | \$ | 23.15 / Cord |
| Mixed Softwood | 61.00 Cords | \$ | 23.60 / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$131.10:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>ADV</u> | <u>'ERTISED PRICE</u> |
|--------------------|------------------|------------|-----------------------|
| Pulpwood | | | |
| Paper Birch | 6.00 Cords | \$ | 21.85 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 28.10 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 \$760.00 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 48%

02 52%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2016.

Sale Specific Conditions & Requirements

Sale Name: Shakey Wolf Sale Number: 12-070-13-01

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. 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. The hardwood stands have more than one blue line so the double ribboned, fresher paint is the one to follow. Exterior sale boundary lines against state are marked with red paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (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 red and white pine, cedar, hemlock, cherry, elm and oak. Cut all spruce measuring 6 inches or greater at a 4" stump. There are two reserve areas in one of the units.

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.

2.2 - 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.

2.2.4 - Skidding length (2/11)

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

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. Also, the landing size and locations must be approved by the Unit Manager or his/her representative. In general, landings are limited to "T" turnarounds which will accommodate trucks with a 50 foot trailer. In addition, if chipping is done, chip piles must be removed within 60 days of the sale expiration and residual chip depth at the landing may not exceed 6 inches.

2.3 - Log Rule

2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the International 1/4 Inch Log Rule.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

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

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

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

4 - Transportation

4.1 - Construction

4.1.4 - 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.

4.1.6 - 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 chipped, utilized or scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. 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 wet weather conditions.

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference 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 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.

5.2.1.11 - 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.

5.2.1.14 - Chipping of slash (10/08)

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) #2, unless changed by written agreement, cutting and skidding are not permitted during the period of March 15 to July 15. This restriction is because of bark slippage.

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.

5.2.38 - 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.

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

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 10/21/2013 11:57:00AM



Michigan Department of Natural Resources - Forest Resources Division

Sale Number

Year

TIMBER SALE MAP
This information provided by authority of Part 525, 1994 PA 451, as amended.

120701301

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| Forest Manag | | nit | County | Mapped By L. | | | Date | Page | of |
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| B = Paper Birch C = Cedar | 1 | K = Rock L = Lowland Brush | P = Lowland Poplar Q = Mixed Swamp Conifer | UM =Upland Mix V = Bog or Mars | | 1 = Seedling Saptir | ıg Poor | 6 = Pole Timber 7 = Saw Timber | Well |
| D = Treed Bog | | LM = Lowland Mix For | rest R = Red Pine | W = White Pine | | 2 = Seedling Saptir 3 = Seedling Saptir | ig Well | 8 = Saw Timber | |
| E = Swamp Har F = Spruce/Fir | rawooas | MC = Mixed Conifer | rch S = Black Spruce T = Tamarack | X = Non Stocked Y = Sand | ' | 4 = Pole Timber Po | 101 | 9 = Saw Timber | Well |
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TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

<u>SPLIT RAIL FENCE (12-064-13-01)</u> T43N, R31W, SEC. 18, Iron County

In response to the notice of sale to be held 3:00 p.m. (local time) on February 12, 2014, 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 | ESTIMATE | D UNITS* | AD' | VERTISED PRICE | BID P | RICE |
|--------------------|-----------------|----------|-----|----------------|-------|--------|
| Sawlogs | | | | | | |
| Basswood | 30.70 | MBF | \$ | 133.00 / MBF | \$ | / MBF |
| Sugar Maple | 11.70 | MBF | \$ | 457.00 / MBF | \$ | / MBF |
| Pulpwood | | | | | | |
| Mixed Hardwood | 972.00 | Cords | \$ | 26.40 / Cord | \$ | / Cord |
| Mixed Softwood | 228.00 | Cords | \$ | 26.90 / Cord | \$ | / Cord |
| Q. Aspen | 565.00 | Cords | \$ | 23.20 / Cord | \$ | / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,248.40:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | AD' | VERTISED PRICE |
|---------------------------|------------------|---------|----------------|
| Sawlogs Mixed Hardwood | 1.40 MBF | \$ | 202.00 / MBF |
| Pulpwood Basswood | 168.00 Cords | \$ | 11.70 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 11.27 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.

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 SOCI | AL SECURITY NUMBER | R: | |
|-----------|------------------------|-----------------------|--------------------|--------------------------|--|
| | Company or individual | bidding: | | | |
| | Company representativ | /e's name: | | | |
| | Address: | | | | |
| | City: | State: | Zip: | | |
| F AVAIL | ABLE, PLEASE PLACE | THE PERSONALIZED LABE | EL FROM YOUR PROSP | PECTUS IN THE ABOVE BOX. | |
| ndividual | or company representat | tive's signature: | | Date: | |
| Phone nu | ımber : | | Email (optional): | | |



sale contract.

Name of Business

Address

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: | |

| • | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. |
|-----|--|
| • | All Information must be typed or printed except for written signatures. |
| Ple | ase Check Appropriate Categories: |
| 1. | My business is organized as (you must check <u>one</u> of the boxes below): |
| | A. Sole Proprietorship (individual) |
| | B. Partnership |
| | C. Corporation |
| 2. | You must check <u>one</u> of the boxes below: |
| | A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. |
| | B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). |
| | C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. |

3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other

Federal ID (or) Social Security No.

than yourself, including family members and active partners (if none, you must enter "0").

Full-time Employees

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

| | | () |
|--|-------|--|
| City | State | ZIP |
| I hereby certify that the above information is occur in factors affecting my coverage during Signature of Owner or Authorized Representative | | I agree to notify the Michigan DNRE of any changes that ent and future operations. Date |
| riue | | Date |

Telephone

Part-time Employees

BID FORM

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

LONG LAKE FALLS (12-065-13-01) T43N, R33W, SEC. 08, Iron County

In response to the notice of sale to be held 3:00 p.m. (local time) on February 12, 2014, 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

| 30 10,000. | | | | | | | | |
|--------------------------------------|---|---------------------|-----------|-----------------------|-------------------------------|----------------------|--|--|
| PRODUCTS & SPECIES Pulpwood | ESTIMATE | O UNITS* | ADV | ERTISED PRICE | BID PRICE | | | |
| Mixed Softwood | 217.00 | Cords | \$ | 24.85 / Cord | \$ / Co | rd | | |
| Q. Aspen | 351.00 | Cords | \$ | 21.40 / Cord | \$/ Co | rd | | |
| n addition, the successful bidder ag | grees to purchase | the following speci | es at th | e indicated advertise | ed price for a total value of | ; \$389.60 : | | |
| PRODUCTS & SPECIES | <u>ESTIMATE</u> | O UNITS* | ADV | ERTISED PRICE | | | | |
| Pulpwood Mixed Hardwood | 16.00 | Cords | \$ | 24.35 / Cord | | | | |
| The total volume is statistically es | · | | - | | | pject to adjustment. | | |
| understand that consideration and a | 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 nderstand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon quipment and staffing subject to my control. | | | | | | | |
| FEDERAL ID: | | or SOCIAL SECUR | RITY NU | JMBER: | | | | |
| Company or individual bi | dding: | | | | | | | |
| Company representative | 's name: | | | | | | | |
| Address: | | | | | | | | |
| City: | State | : | Zip: | | | | | |
| F AVAILABLE, PLEASE PLACE T | HE PERSONALIZE | ED LABEL FROM ` | YOUR F | PROSPECTUS IN T | HE ABOVE BOX. | | | |
| ndividual or company representativ | /e's signature: | | | | Date: | | | |
| Phone number : | | Email (or | otional): | | | | | |



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
- 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 | gnatures. | | | | |
| Ple | ease Check Appropriate Categories: | | | | | |
| 1. | My business is organized as (you must check <u>one</u> of the A. Sole Proprietorship (individual) B. Partnership C. Corporation | boxes below): | | | | |
| 2. | You must check one of the boxes below: A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. | | | | | |
| 3. | If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partners. Full-time Employees | the number of both full-time and part-time employees, other ers (if none, you must enter "0"). Part-time Employees | | | | |
| Nam | me of Business | Federal ID (or) Social Security No. | | | | |
| Address | | Telephone () | | | | |
| City | State | ZIP | | | | |
| occ _ | 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 | | | | | |
| T | Title | Date | | | | |

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

SHAKEY WOLF (12-070-13-01) T44N, R32W, SEC. 02; T45N, R32W, SEC. 36, Iron County

In response to the notice of sale to be held 3:00 p.m. (local time) on February 12, 2014, 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* | | ADVERTISED PRICE | | BID PRICE | |
|--------------------|------------------|-------|------------------|--------------|-----------|--------|
| Sawlogs | | | | | | |
| Mixed Hardwood | 8.00 | MBF | \$ | 173.00 / MBF | \$ | / MBF |
| Sugar Maple | 5.90 | MBF | \$ | 392.00 / MBF | \$ | / MBF |
| Pulpwood | | | | | | |
| Mixed Aspen | 178.00 | Cords | \$ | 25.50 / Cord | \$ | / Cord |
| Mixed Hardwood | 227.00 | Cords | \$ | 23.15 / Cord | \$ | / Cord |
| Mixed Softwood | 61.00 | Cords | \$ | 23.60 / Cord | \$ | / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$131.10:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | AD\ | /ERTISED PRICE |
|--------------------|------------------|-----|----------------|
| Pulpwood | | | |
| Paper Birch | 6.00 Cords | \$ | 21.85 / 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 AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. | | | | | | |
| ndividual | al or company representative's signature: Date: | | | | | |
| Phone nu | none number : Email (optional): | | | | | |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 28.10 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

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 Heit | |
| 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 ex | cept for written si | gnatures. | |
|------|---|--|--|---|
| Ple | ease Check Appropriate Categories: | | | |
| 1. | My business is organized as (you must of A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation | check <u>one</u> of the | boxes below): | |
| 2. | Worker's Compensation Laws. B. I certify that my business has satisf Notice of Exclusion (BWC-337, Rev. award. (For questions or a copy of the | roprietorship and it fied its obligation to 5/96). I will provid the BWC-337, pleas | o the Worker's Comp de a copy of the Noti e call the Worker's Co | ensation Act through the use of an approved ce of Exclusion within 21 days of the contract empensation Bureau at 517-322-1195). e an original Certificate of Insurance within 21 |
| 3. | If you have checked item 2(A) or 2(B), you than yourself, including family members Full-time Em | and active partne | | |
| Nam | ne of Business | | Federal ID (or) Social S | ecurity No. |
| Add | Iress | | Telephone () | |
| City | | State | ZIP | |
| OCC | ereby certify that the above information is cur in factors affecting my coverage during Signature of Owner or Authorized Representative | | ent and future opera | |
| 1 | Title | | Date | |