

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5625

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on July 6, 2016. 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:

WISPY SPRUCE SBW (12-076-15) / T45N, R31W, SEC. 36, S1/2NW,NENW,SW1/4. Iron County, Advertised Price \$28,713.05, 65.0 Acres, Aspen, Spruce/Fir/Tamarack.

FENCE PINE (12-078-15) / T45N, R31W, SEC. 26, SENW, NESW.

Iron County, Advertised Price \$4,380.60, 6.0 Acres, Red Pine, White Pine.

SALE NOTE: Access may be through private or other public land.

<u>COMP 190 HARDWOOD</u> (12-080-15) / T45N, R31W, SEC. 36, NE1/4,N1/2SE,SESE. Iron County, Advertised Price \$29,229.65, 87.0 Acres, Aspen, Hardwood.

BID INSTRUCTIONS (VER. 05/04/2016):

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 July 6, 2016. For further information concerning this sale, contact Andy Church at 906-875-6622.

2. Bidder's Qualifications (5/16)

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, the 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 (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. 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 hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy 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.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

5. Public Opening of Sealed Bids (5/16)

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 or announce the withdraw of their online bid 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 (9/14)

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 expiration date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection (1/11)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

11. Certification and Chain-of-Custody (10/14)

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-SF5. 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.

DR. WILLIAM MORITZ Director

TIMBER SALE INFORMATION

WISPY SPRUCE SBW (12-076-15) T45N, R31W, SEC. 36.

Iron County (Advertised Price \$28,713.05)

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 Aspen	637.00 Cords	\$	23.05 / Cord		
Mixed Softwood	617.00 Cords	\$	19.70 / Cord		

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,875.30:

ADVERTISED PRICE **PRODUCTS & SPECIES ESTIMATED UNITS*** Pulpwood Mixed Hardwood 94.00 Cords 19.95 / Cord

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 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

^{*} The total volume is statistically estimated within plus (+) or minus (-) 17.12 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.

Sale Specific Conditions & Requirements

Sale Name: WISPY SPRUCE SBW Sale Number: 12-076-15 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

Timber sale boundary lines against private property are marked with blue paint. Sale boundary lines against state land are marked with double red paint dots. Part of the sale boundary is a recent clearcut and has no paint (see sale map). Interior Payment Unit boundaries are marked with double red paint slashes.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH. Do not cut cherry, birch, white or red pine. Within Cutting Unit 1A cut all aspen, balm, maple, spruce, balsam fir, and tamarack 1 stick tall and larger.

*note: Cutting Unit 1A is a separate unit for cutting specifications only. For payments it is part of Payment Unit 1.

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 (9/14)

If chipping occurs on this sale, then 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.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

Improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows. Stumps shall be set upright, not left on edge, and be moved at least 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)

Overgrown roads that are reopened shall be considered new roads and shall be closed within 60 days of sale completion. In general, this will require placing a berm/s with stumps and brush. Contact the sale administrator for specific design and placement.

42 - 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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (12/08)

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

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, 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 and 2, unless changed by written agreement, cutting, skidding, and hauling are not permitted from March 1 to May 15. Within cutting unit 1A, unless changed by written agreement, cutting, skidding and hauling are not permitted from March 1 to December 15. This restriction is to avoid spring break up conditions and non frozen ground within unit 1A.

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 9/25/2015 8:43:33AM

NO NATURAL	Mich	igan Department of I	Natural Reso	urces - Forest Resource	es Division		Sale Number		Year
DNR		Tır	MRFR SA	ALE M AP					
MICHIGAN	This info			Part 525, 1994 PA 451,	as amended		12-076 -15-0)1	2015
Forest Manageme	nt Unit	County		Mapped By Rice			Date	Page	of
Crystal Falls		Iron		Cruised By Rice			9/11/15	1	1
Township	Range S	Section(s) and Subdi	vision(s)			Scale			
45N	31W s	sec 36 S1/2NW,	NENW, S'	W1/4		4	inches = 1 mi	le	
		Cover Type					Density		
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwood F = Spruce Fir G = Grass	H = Hemlock J = Jack Pine L = Lowland E LM = Lowland N M = Mpl, Bch, MC = Mixed Coi MD = Mixed Dec	Brush	wamp Conifer e pruce	U = Upland Brush UM = Upland Mixed V = Bog or Marsh W = White Pine X = Non Stocked Z = Water	1 = See 2 = See 3 = See	Stocked dling Sapling dling Sapling dling Sapling Timber Poor	Poor 6 = Pol Medium 7 = Sav Well 8 = Sav	le Timber Medii le Timber Well w Timber Poor w Timber Medii w Timber Well	
East France Fence Rive	Unit 1 35 a Unit 2 30 a Total 65 a	uce SBW acres acres		C5 A6 1A M6	A3	Ke Red		Fence Lake	
35		PVT A3 ### PVT ### R6 ### ### R6 ### ### ### ### ### ### #### #	F6 (2)	A3 A6	6		====	Free Free Free Free Free Free Free Free	
== 1	= = <u>_</u>		A3	S WB	Spot Lake R	d			
Legend ◆ Sale Bounda Sale bounda Sale Bounda Payment Uni Payment Uni	ry (red paint dots) ary (no paint) it Line (red paint slashe	= Woods Road = Improved Road - Abandoned Roa Stream Survey Corner Gate	4 -8 -8 -8	GPS(decimal degrees) 6.2465 38.1328	Spot Lake R				

TIMBER SALE INFORMATION

FENCE PINE (12-078-15) T45N, R31W, SEC. 26. Iron County (Advertised Price \$4,380.60)

SALE NOTE: Access may be through private or other public 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		
Sawtimber					
Red Pine	19.60	MBF	\$	88.00 / MBF	
White Pine	7.70	MBF	\$	86.00 / MBF	
Pulpwood					
Paper Birch	18.00	Cords	\$	19.65 / Cord	
Red Pine	22.00	Cords	\$	36.20 / Cord	
White Pine	29.00	Cords	\$	21.20 / Cord	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$228.70:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ADVERTISED PRICE		
Pulpwood					
Mixed Hardwood	5.00 Cords	\$	16.70 / Cord		
Mixed Softwood	8.00 Cords	\$	18.15 / Cord		

^{*} The total volume is statistically estimated within plus (+) or minus (-) 34.48 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 \$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 06/30/2019.

Sale Specific Conditions & Requirements

Sale Name: FENCE PINE Sale Number: 12-078-15 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

Timber Sale boundary lines against state land are marked with double red paint dots.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all spruce, balsam fir, white birch and maple trees which meet minimum piece specifications in 2.2 Utilization (1 stick tall and larger).

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

Within Payment Unit(s) 1, 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 (9/14)

If chipping occurs on this sale, then 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.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

Improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.12 - No new roads (1/12)

No new roads will be permitted.

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 should another route be used for sale access.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

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

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, 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, unless changed by written agreement, cutting, skidding, and hauling are not permitted from March 1 to July 15. This restriction is to avoid spring break up conditions and bark slip season.

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 9/29/2015 1:50:10PM

DNR	nigan Department of Natural Reso	ALE M AP		Sale Number 12-078 -15-01		Year
Forest Management Unit	ormation provided by authority of County	Mapped By		Date	Page	2015 of
Crystal Falls	Iron	Cruised By	Rice Rice	Text	1	ĭ 1
	Section(s) and Subdivision(s)	ordised by	Scale		<u>'</u>	4- '
to the product of the control of the	sec 26 SENW, NESW		554.5	4 inches = 1 n	nile	
3111	Cover Type			Density		
A - Aspen H = Hemlock	N = Marsh	U = Uplan	d Dwink	****		
B = Paper Birch J = Jack Pine	O = Oak	UM = Uplan	d Mixed 1 = Seedling Saplin	ng Poor 6 = Pole	Timber Medi Timber Well	um
C = Cedar L = Lowland	Brush P = Lowland Poplar	V = Bog or	r Marsh 2 = Seedling Saplin		Timber Poor Timber Mediu	
F = Swamp Howoods M = Mpl, Bch,	Brch Q = Mixed Swamp Confrei	r W = White X = Non S			i imber Medil Timber Well	um
F = Spruce Fir MC = Mixed Co	oniter S = Black Spruce	Z = Water	Sacrossin Management (See See Approximate Control Cont			
G = Grass	T = Tamarack					
Fence Pine Unit 1 6 acres Total 6 acres	Erickson's Fields 22				23	Z
				E. Branch Fence River	* =	
Deerfoot Lodge Rd	27		GPS(decimal degrees) 46.2662 -88.1515 Lege		ots) = Impr	ed Road am

TIMBER SALE INFORMATION

COMP 190 HARDWOOD (12-080-15) T45N, R31W, SEC. 36.

Iron County (Advertised Price \$29,229.65)

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
Sawtimber		
Mixed Hardwood	32.40 MBF	\$ 201.00 / MBF
Pulpwood		
Mixed Aspen	94.00 Cords	\$ 24.80 / Cord
Mixed Hardwood	891.00 Cords	\$ 21.35 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,363.20:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Pulpwood			
Mixed Softwood	71.00 Cords	\$	19.20 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 25.09 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 \$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 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

Sale Specific Conditions & Requirements

Sale Name: COMP 190 HARDWOOD Sale Number: 12-080-15 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

Timber sale boundary lines against private property are marked with blue paint. Sale boundary lines against state land are marked with double red paint dots. Interior Payment Unit boundaries are marked with double red paint slashes. Double red slash marked trees may only be cut if also marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 3, cut all aspen, spruce, balsam fir, and tamarack trees which meet minimum piece specifications in 2.2 Utilization (1 stick tall and larger). Do not cut any trees marked with green paint.

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

Within Payment Unit(s) 1 - 3, trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Note there are submerchantable trees occasionally marked. Most of these trees have eutypella canker and must be cut or run over.

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 (9/14)

If chipping occurs on this sale, then 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.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

Improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.12 - No new roads (1/12)

No new roads will be permitted.

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

5.2 - 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.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, 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 - 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted from March 1 to July 15 This restriction is to avoid spring break up conditions and bark slip season.

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 10/27/2015 8:55:02AM

Michigan	Department of Natural Reso	ources - Forest Resources Division	5	Sale Number		Year
DNR	TIMBER SA	ALE MAP				
This informati		Part 525, 1994 PA 451, as amended.		12-080-15-01		2015
Forest Management Unit	County	Mapped By Rice	Ĺ	Date	Page	of
Crystal Falls	Iron	Cruised By Rice	<u>.</u>	9/29/15	1	1
at the second se	on(s) and Subdivision(s)		Scale			
	36 NE1/4,N1/2SE,SE	<u></u>		4 inches = 1 m	ile	
	over Type			Density		
A = Aspen H = Hemlock B = Paper Birch J = Jack Pine	N = Marsh	U = Upland Brush 0 = Non S			imber Mediu	um
B = Paper Birch C = Cedar J = Jack Pine L = Lowland Brush	O = Oak P = Lowland Poplar		ling Sapling I ling Sapling I		imber Well imber Poor	
D = Treed Bog LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine 3 = Seedl	ling Sapling \	Well 8 = Saw T	imber Mediu	ım
E = Swamp Hdwoods F = Spruce Fir M = Mpl, Bch, Brch MC = Mixed Conifer	R = Red Pine	100 100 100 100 100 100 100 100 100 100	Timber Poor	9 = Saw T	imber Well	
G = Grass MD = Mixed Decidiou	S = Black Spruce T = Tamarack	Z = Water				
					_	
Comp 190 Hardwo Unit 1 36 acres Unit 2 43 acres Unit 3 8 acres Total 87 acres	od 25	Fence Lake Iron County			30	Z
	36	A3 A3 A3 M6	PVT		31	
			Sale bound	dary (blue paint) lary (red paint dots) init Line (red paint slashe nit Number	=== Wood === Impro	

BID

CRYSTAL FALLS MANAGEMENT UNIT
CRYSTAL FALLS OFFICE

WISPY SPRUCE SBW (12-076-15)

		T45N, R31W,	SEC. 36; I	Iron COUNTY		
In response to the notice of sale t the following forest products to be forms may be rejected.	·	• •	•		•	•
PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE	
Pulpwood	627.00	Canda	•	22.05.0	Φ.	
Mixed Aspen Mixed Softwood	637.00 617.00		\$	23.05/Cord	\$	
			\$	19.70/Cord	\$	
In addition, the successful bidder	agrees to purchase	the following s	pecies at th	ne indicated advertise	d price for a total value of \$1	,875.30
PRODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE		
Pulpwood Mixed Hardwood	94 00	Cords	\$	19.95/Cord		
			·			
*The volumes are statistically esti to adjustment. Prospective bidde			-			лест
I understand that any or all bids n rejected. I also understand that cothe contract based upon equipme	onsideration and awa	arding a contra	ct will be b			nplete
FEDERAL ID:		or SOCIAL SE	CURITY N	UMBER:		
Company or individual	bidding:					
Company representative						
Address:						
City:	State	· <u> </u>	Zip:			
IF AVAILABLE, PLEASE PLACE	THE PERSONALIZ	ED LABEL FRO	OM YOUR	PROSPECTUS IN TH	IE ABOVE BOX.	
Individual or company representa	tive's signature:				Date:	
Phone number :		Ema	il (optional)	:		

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended

in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as	amended.						
VE	RIFICATION OF WORKER'S DISABILIT	Y COMPENSATION	ON ACT COMPLIANCE					
•	This verification must be completed and sale contract.	submitted within 2	1 days of contract award and	d 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 twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.							
•	All Information must be typed or printed e	except for written s	ignatures.					
Ple	ease Check Appropriate Categories:							
1.	My business is organized as (you must A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	check <u>one</u> of the b	ooxes below):					
2.	 You must check one of the boxes below: A. I certify 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 my business has satisfied its o bligation 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 my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. 							
3.	If you have checked item 2(A) or 2(B), than yourself, including family members	and active partner						
		, ,						
Nam	ne of Business		Federal ID (or) Social Security No).				
Addı	ress		Telephone ()					
City		State	ZIP					
he	ereby certify that the above information is	true and correct.	I agree to notify the Michiga	an DNR of any changes that occur				

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)

Date

BID

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

<u>FENCE PINE (12-078-15)</u> T45N, R31W, SEC. 26; Iron COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 6, 2016, 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 Sawtimber	ESTIMATED VOLUME*		ADVERTISED PRICE		BID PRICE
Red Pine	19.60	MBF	\$	88.00/MBF	\$
White Pine	7.70	MBF	\$	86.00/MBF	\$
Pulpwood					
Paper Birch	18.00	Cords	\$	19.65/Cord	\$
Red Pine	22.00	Cords	\$	36.20/Cord	\$
White Pine	29.00	Cords	\$	21.20/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$228.70:

PRODUCTS & SPECIES Pulpwood	ESTIMATED VOLUME*	ADVERTISED PRICE		
Mixed Hardwood	5.00 Cords	\$	16.70/Cord	
Mixed Softwood	8.00 Cords	\$	18.15/Cord	

*The volumes are statistically estimated within plus (+) or minus (-) 34.48 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL	SECURITY NUMBER	R:		
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAILA	ABLE, PLEASE PLACE	THE PERSONALIZED LABEL I	FROM YOUR PROSE	PECTUS IN THE ABOVE BOX.	_	
Individual	or company representat	tive's signature:		Date:		
Phone nu	Phone number : Email (optional):					

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 217 P. A. 1060 (Marker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as a					
VE	RIFICATION OF WORKER'S DISABILITY	COMPENSATION	ON 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 twenty-one (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 s	ignatures.			
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation					
2.	 You must check one of the boxes below: A. I certify 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 my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of 					
		he Notice of Exclusion within 21 days of the contract award. (For cer's Compensation Bureau at 517-322-1195).				
	C. \(\subseteq\) I certify my business has a Worker's Coone (21) days of the contract award.	empensation Policy	. I will provide an original Certificate of Insurance within twenty-			
3.	 If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, oth than yourself, including family members and active partners (if none, you must enter "0"). 					
	Full-time Emp	oloyees	Part-time Employees			
Nam	ne of Business		Federal ID (or) Social Security No.			
Addı	ress		Telephone ()			
City	S	State	ZIP			
	ereby certify that the above information is to actors affecting my coverage during any of		I agree to notify the Michigan DNR of any changes that occur future operations.			

Please complete the "SEALED BID" information on the next page

Date

PR 4031-5 (Rev. 10/30/2012)

BID

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

COMP 190 HARDWOOD (12-080-15) T45N, R31W, SEC. 36; Iron COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 6, 2016, 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 Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AC</u>	VERTISED PRICE	BID PF	RICE
Mixed Hardwood	32.40	MBF	\$	201.00/MBF	\$	
Pulpwood						
Mixed Aspen	94.00	Cords	\$	24.80/Cord	\$	
Mixed Hardwood	891.00	Cords	\$	21.35/Cord	\$	

Pulpwood						
Mixed Aspen	94.00	Cords	\$	24.80/Cord	\$	
Mixed Hardwood	891.00	Cords	\$	21.35/Cord	\$	
In addition, the successful bidder	agrees to purchase	the following	species at the	e indicated advertis	sed price for a total valu	e of \$1,363.20 :
PRODUCTS & SPECIES Pulpwood	<u>ESTIMATED</u>	VOLUME*	<u>ADV</u>	ERTISED PRICE		
Mixed Softwood	71.00	Cords	\$	19.20/Cord		
*The volumes are statistically esti to adjustment. Prospective bidde		, , ,	•			•
I understand that any or all bids me rejected. I also understand that countract based upon equipme	onsideration and awa nt and staffing subje	arding a contr ct to my cont	act will be ba	sed upon my past	performance and ability	
FEDERAL ID:	FEDERAL ID: or SOCIAL SECURITY NUMBER:					
Company or individual	Company or individual bidding:					
Company representative	Company representative's name:					
Address:						
City:	State	:	Zip:			
IF AVAILABLE, PLEASE PLACE	THE PERSONALIZE	ED LABEL FF	ROM YOUR F	ROSPECTUS IN	THE ABOVE BOX.	_
Individual or company representa	tive's signature:				Date:	
Phone number :		Em	ail (optional):			

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



Title

Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY		
Sale Number (XX – XXX – XX – XX)		
5		
Forest Management Unit:		

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

2. You **must** check <u>one</u> of the boxes below:

VE	RIFICATION 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 twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.
•	All Information must be typed or printed except for written signatures.
Ple	ease Check Appropriate Categories:
1.	My business is organized as (you must check <u>one</u> of the boxes below):
	A. Sole Proprietorship (individual)
	B. Partnership
	C. Corporation

A. I certify 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 my business has satisfied its o bligation 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 my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.

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

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

Full-time En	nployees	Part-time Employees
Name of Business		Federal ID (or) Social Security No.
Address		Telephone ()
City	State	ZIP

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR 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

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)