



**DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS (4459)**

SCHEDULED SALE DATE AND TIME: **3:00PM on September 21, 2011.**

LOCATION: **CRYSTAL FALLS MGT UNIT, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920.**

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of sales. Some landowners may request 60 days or more notice for access across their land. NOTE: 3:00pm bid time is local time.

Notice is hereby given that bids will be received by the Unit Manager, **CRYSTAL FALLS MANAGEMENT UNIT**, for certain timber on the following described lands:

SOUTH SLOPE ASPEN (12-006-11-01) / T42N, R28W, SEC.01, S1/2NW,S1/2NE,N1/2SE.

DICKINSON COUNTY (Advertised Price \$65,570.10), 98.0 Acres

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

SKUNK JAW MIX (12-007-11-01) / T42N, R28W, SEC.02, NENW,N1/2NE,S1/2SW.

T42N, R28W, SEC.03, SWNW,SESE.

T42N, R28W, SEC.04, SENE, E1/2SE.

T42N, R28W, SEC.04, SWSE; T43N, R28W, SEC 35, SESE.

DICKINSON COUNTY (Advertised Price \$43,829.00), 92.0 Acres

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

## BID INSTRUCTIONS (VER. 06/20/2011):

### 1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, CRYSTAL FALLS OFFICE, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920, no later than 3:00PM on September 21, 2011. For further information concerning this sale, contact Don Mankee at 906-875-6622.

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

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

### 3. Preparation of Sealed Bids (1/11)

Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

### 4. Submission of Sealed Bids (6/11)

Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

### 5. Public Opening of Sealed Bids (1/11)

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

### 6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

### 7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

### 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

### 9. Timber Sale Contract (1/11)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at [www.michigan.gov/dnr](http://www.michigan.gov/dnr). Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

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

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

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

11. Certification and Chain-of-Custody (1/11)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

RODNEY STOKES  
Director



## TIMBER SALE INFORMATION

SOUTH SLOPE ASPEN (12-006-11-01)

T42N, R28W, SEC.01.

DICKINSON COUNTY (Advertised Price \$65,570.10)

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

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

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|--------------------------|-------------------------|
| Pulpwood                      |                          |                         |
| Mixed Aspen                   | 1,301.00 Cords           | \$ 26.10 / Cord         |
| Mixed Hardwood                | 590.00 Cords             | \$ 26.40 / Cord         |
| Mixed Softwood                | 594.00 Cords             | \$ 27.00 / Cord         |

\*The volumes are statistically estimated within plus (+) or minus (-) 10.84 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

### BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of **\$4,000.00** 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:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 01                         | 37%                                |
| 02                         | 36%                                |
| 03                         | 27%                                |
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2013.

## Sale Specific Conditions & Requirements

**Sale Name: South Slope Aspen    Sale Number: 12-006-11-01**

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

NOTE: There is an adjacent timber sale located to the north of this sale!

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-3, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except white pine, cedar and hemlock.

#### 2.2 - Utilization

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

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped.

### 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 (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of STUMPS AND LOGS covered with earth. Stumps and brush may need to be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the purchaser.

### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. In addition, if the Purchaser moves out of the sale, sale administrator must be notified prior to returning to the sale. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

##### 5.1.4 - Post-sale conference (9/09)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

##### 5.2.1 - Slash

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

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

##### 5.2.2 - Hazard Trees/Snags

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

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

##### 5.2.32 - Decking/landing restoration (9/10)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to insure the proper regeneration of the stand. This means processing sites shall not be left with a compacted layer of slash or chips; tops from these sites (including fine materials) shall be hauled back into the cut area and scattered.

#### 5.4 - Soil Protection

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

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

### 7 - Other Conditions

#### 7.2 - Extensions

##### 7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.



### TIMBER SALE MAP

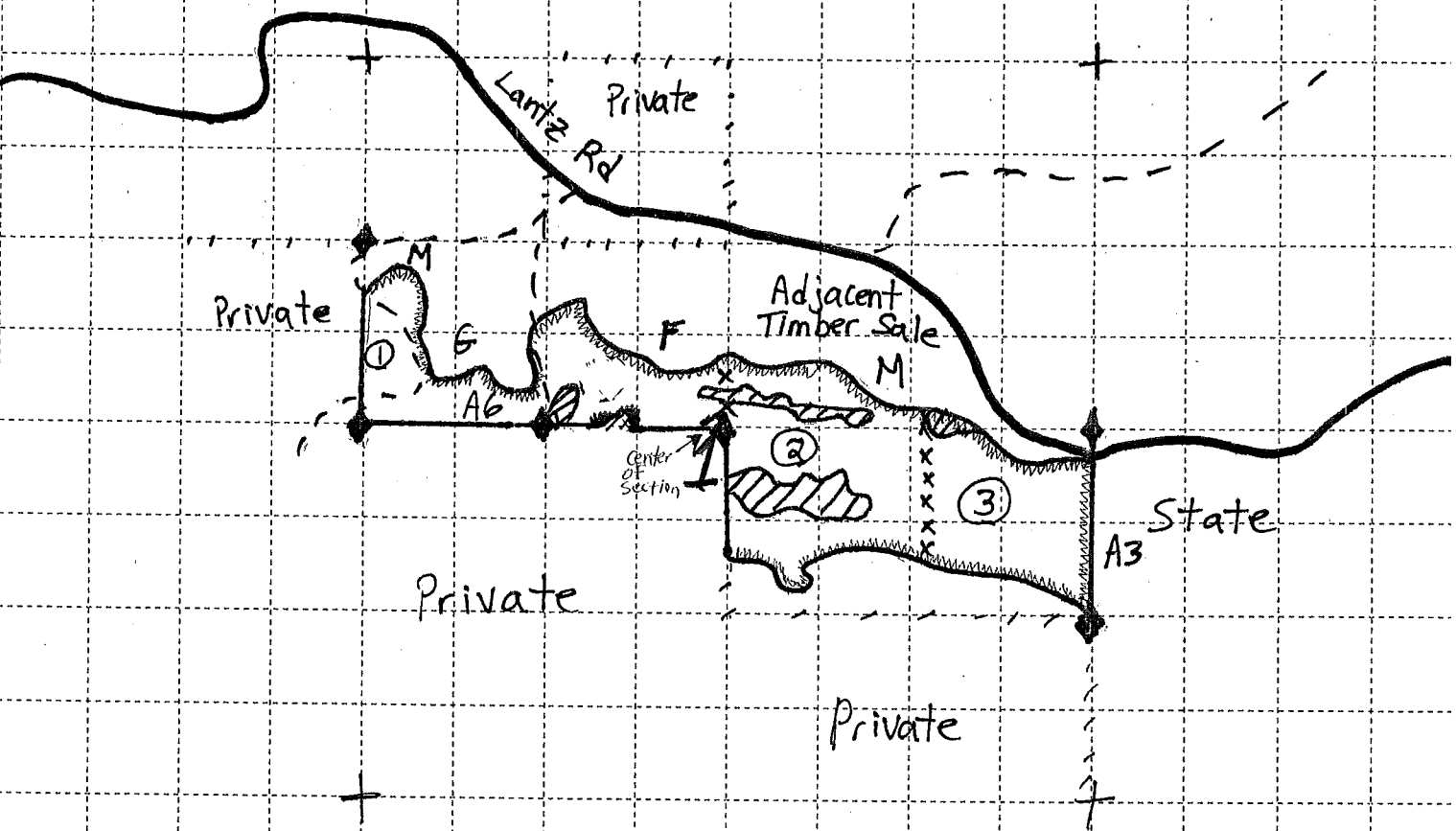
This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

|               |      |
|---------------|------|
| Sale Number   | Year |
| 12-006-011-01 | 2011 |

|   |                     |   |                                     |           |         |
|---|---------------------|---|-------------------------------------|-----------|---------|
| Forest Management Unit<br>Crystal Falls Mgmt Unit | County<br>Dickinson | Mapped By<br>Debbie Goupell                               | Date<br>4-5-11                      | Page<br>1 | of<br>1 |
| Township<br>42N                                   | Range<br>28W        | Section(s) and Subdivision(s)<br>1:S1/2NW, S1/2NE, N1/2SE | Scale: [...4 inches.....] = 1 mile. |           |         |

| Cover Type        |                    |                      |                  | Density                     |                        |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| A = Aspen         | G = Grass          | O = Oak              | U = Upland Brush | 0 = Non Stocked             | 5 = Pole Timber Medium |
| B = Paper Birch   | H = Hemlock        | P = Lowland Poplar   | V = Bog or Marsh | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| C = Cedar         | J = Jack Pine      | Q = Mixed Swamp Cnfr | W = White Pine   | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| D = Tread Bog     | L = Lowland Brush  | R = Red Pine         | X = Non Stocked  | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | S = Black Spruce     | Z = Water        | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |
| F = Spruce Fir    | N = Marsh          | T = Tamarack         |                  |                             |                        |

**South Slope Aspen**  
**98 acres**  
 Unit 1 = 36 ac  
 Unit 2 = 36 ac  
 Unit 3 = 26 ac



|  |                               |
|--|-------------------------------|
|  | Blue property line            |
|  | Red sale boundary             |
|  | Yellow unit line              |
|  | Payment unit number           |
|  | Survey corner                 |
|  | County gravel road (Lantz Rd) |
|  | Poor dirt road                |
|  | Excluded sale area (opening)  |



## TIMBER SALE INFORMATION

### SKUNK JAW MIX (12-007-11-01)

T42N, R28W, SEC.02; T42N, R28W, SEC.03; T42N, R28W, SEC.04.

DICKINSON COUNTY (Advertised Price \$43,829.00)

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

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

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|--------------------------|-------------------------|
| Sawlogs                       |                          |                         |
| Basswood                      | 31.30 MBF                | \$ 113.00 / MBF         |
| Sugar Maple                   | 10.10 MBF                | \$ 331.00 / MBF         |
| Pulpwood                      |                          |                         |
| Black Spruce                  | 230.00 Cords             | \$ 24.00 / Cord         |
| Mixed Aspen                   | 354.00 Cords             | \$ 28.30 / Cord         |
| Mixed Hardwood                | 423.00 Cords             | \$ 28.60 / Cord         |
| Mixed Softwood                | 182.00 Cords             | \$ 27.00 / Cord         |
| W. Spruce                     | 149.00 Cords             | \$ 26.00 / Cord         |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$525.00:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|--------------------------|-------------------------|
| Pulpwood                      |                          |                         |
| Basswood                      | 75.00 Cords              | \$ 7.00 / Cord          |

\*The volumes are statistically estimated within plus (+) or minus (-) 16.00 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of **\$4,000.00** 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                  | 17%                         |
| 02                  | 16%                         |
| 03                  | 18%                         |
| 04                  | 35%                         |
| 05                  | 14%                         |
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/30/2013.

## Sale Specific Conditions & Requirements

**Sale Name: Skunk Jaw Mix    Sale Number: 12-007-11-01**

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 4 & 5, 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 pine, white pine, and cedar.

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

Within Payment Unit(s) 1 & 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

##### 2.1.8 - Designated plantation row unit(s) (12/08)

Within Payment Unit(s) 3, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows begin with the third row in from the outside of the plantation, then follow a take two, leave three row pattern. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the take two-leave three row sequence. In addition, cut all other species within the plantation, regardless of merchantability. Unmerchantable trees within the designated plantation rows may also be harvested to provide access.

#### 2.2 - Utilization

##### 2.2.4 - Skidding length (2/11)

Skidding of unlimbed tops or lengths over 17 feet is not permissible in Units 1-3.

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

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped.

#### 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 ¼ 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.

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

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

### 4.2 - Maintenance

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

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

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

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

### 4.4 - Access

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

Permission for access across private land to Unit 2 is the responsibility of the purchaser. A copy of the written permission from the private land-owner may be required by the DNR.

## **5 - Operations**

### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference. If the purchaser pulls out of the sale, the sale administrator must be notified before moving back in.

#### 5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

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

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. See related specs 2.2.4 - Skidding Length and 3.4.1 - Damaged Timber. If tops are chipped onto the ground, the site must be pre-approved by the sale administrator.

#### 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) 1 & 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

##### 5.2.32 - Decking/landing restoration (9/10)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to insure 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.

### 7 - Other Conditions

#### 7.2 - Extensions

##### 7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.



# TIMBER SALE MAP

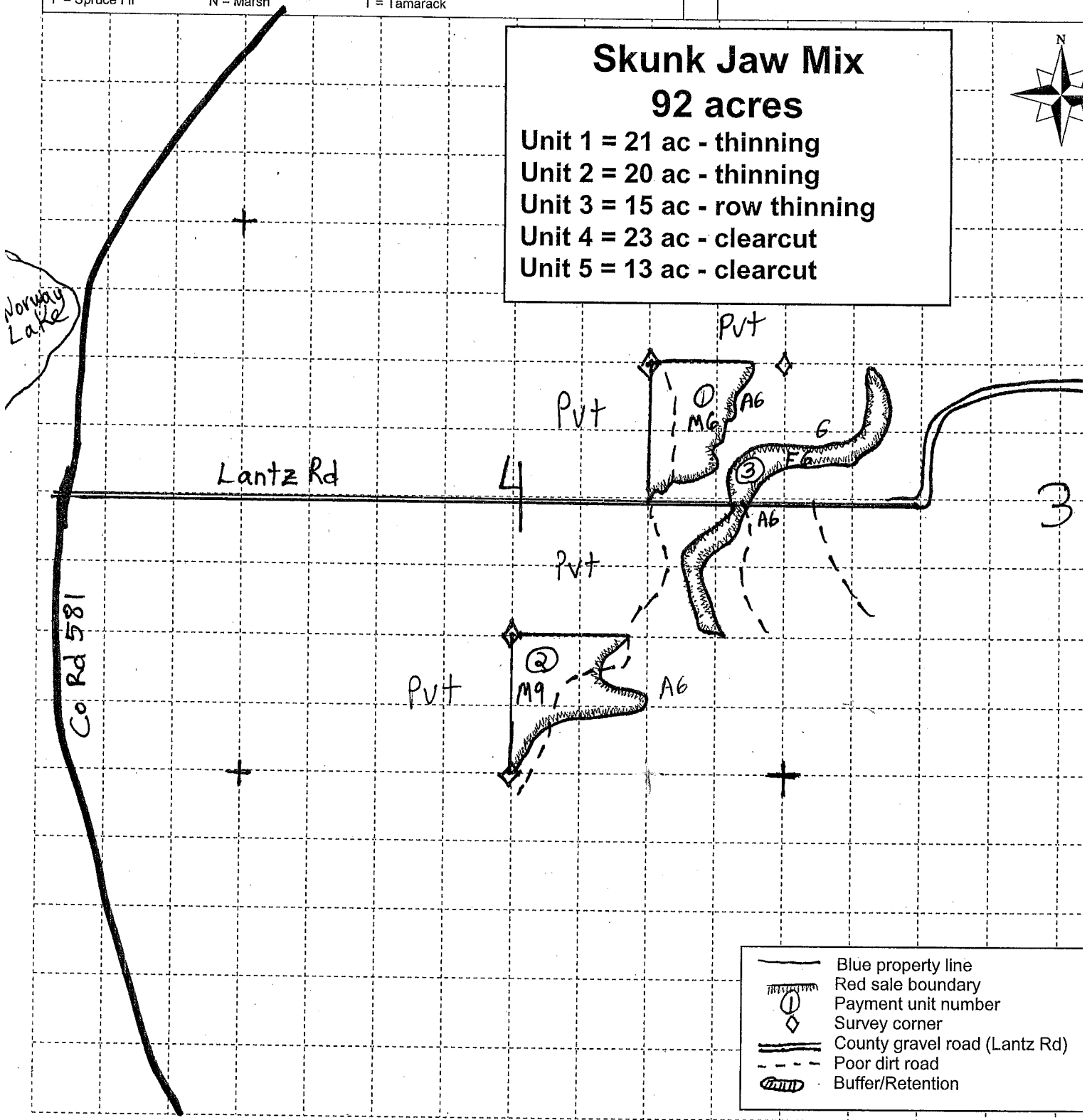
This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

|               |     |
|---------------|-----|
| Sale Number   | Yes |
| 12-007-011-01 | 20  |

|   |              |  |                             |                                |           |         |
|---|--------------|--|-----------------------------|--------------------------------|-----------|---------|
| Forest Management Unit<br>Crystal Falls Mgmt Unit |              | County<br>Dickinson  | Mapped By<br>Debbie Goupell | Date<br>4-19-11                | Page<br>1 | of<br>1 |
| Township<br>42N/43N                               | Range<br>28W | Section(s) and Subdivision(s)<br>42-28-2: NENW, N1/2NE, S1/2SW 4: SENE,<br>E1/2SE, SWSE 3: SWNW, SESE 43-28-35: SESE |                             | Scale: [..4 inches.....] = 1 m |           |         |

| Cover Type        |                    |                      |                  | Density                     |                        |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| A = Aspen         | G = Grass          | O = Oak              | U = Upland Brush | 0 = Non Stocked             | 5 = Pole Timber Medium |
| B = Paper Birch   | H = Hemlock        | P = Lowland Poplar   | V = Bog or Marsh | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| C = Cedar         | J = Jack Pine      | Q = Mixed Swamp Cnfr | W = White Pine   | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| D = Treed Bog     | L = Lowland Brush  | R = Red Pine         | X = Non Stocked  | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | S = Black Spruce     | Z = Water        | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |
| F = Spruce Fir    | N = Marsh          | T = Tamarack         |                  |                             |                        |

**Skunk Jaw Mix**  
**92 acres**  
 Unit 1 = 21 ac - thinning  
 Unit 2 = 20 ac - thinning  
 Unit 3 = 15 ac - row thinning  
 Unit 4 = 23 ac - clearcut  
 Unit 5 = 13 ac - clearcut



|  |                               |
|--|-------------------------------|
|  | Blue property line            |
|  | Red sale boundary             |
|  | Payment unit number           |
|  | Survey corner                 |
|  | County gravel road (Lantz Rd) |
|  | Poor dirt road                |
|  | Buffer/Retention              |



### TIMBER SALE MAP

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

Sale Number

12-007-011-01

Year

2011

|   |              |  |                             |                                   |           |         |
|---|--------------|--|-----------------------------|-----------------------------------|-----------|---------|
| Forest Management Unit<br>Crystal Falls Mgmt Unit |              | County<br>Dickinson  | Mapped By<br>Debbie Goupell | Date<br>4-19-11                   | Page<br>2 | of<br>2 |
| Township<br>42N/43N                               | Range<br>28W | Section(s) and Subdivision(s)<br>42-28-2:NENW,N1/2NE,S1/2SW 4:SENE,<br>E1/2SE,SWSE 3:S1/2SW,SESE 43-28-35:SESE |                             | Scale: [1/4 inches.....] = 1 mile |           |         |

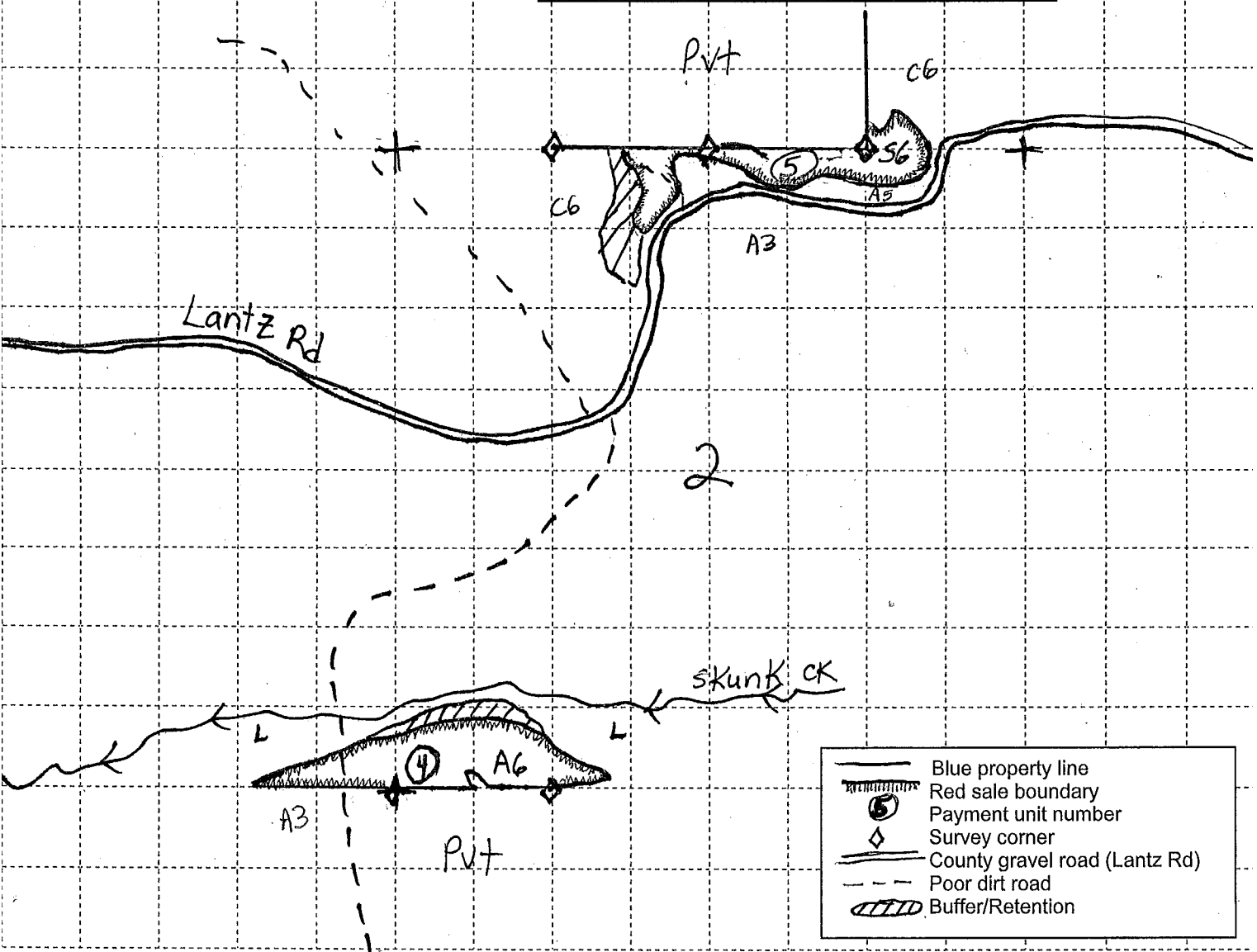
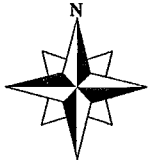
#### Cover Type

|                   |                    |                      |                  |
|-------------------|--------------------|----------------------|------------------|
| A = Aspen         | G = Grass          | O = Oak              | U = Upland Brush |
| B = Paper Birch   | H = Hemlock        | P = Lowland Poplar   | V = Bog or Marsh |
| C = Cedar         | J = Jack Pine      | Q = Mixed Swamp Cnfr | W = White Pine   |
| D = Treed Bog     | L = Lowland Brush  | R = Red Pine         | X = Non Stocked  |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | S = Black Spruce     | Z = Water        |
| F = Spruce Fir    | N = Marsh          | T = Tamarack         |                  |

#### Density

|                             |                        |
|-----------------------------|------------------------|
| 0 = Non Stocked             | 5 = Pole Timber Medium |
| 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| 4 = Pole Timber Poor        | 9 = Saw Timber Well    |

**Skunk Jaw Mix**  
**92 acres**  
**Unit 1 = 21 ac - thinning**  
**Unit 2 = 20 ac - thinning**  
**Unit 3 = 15 ac - row thinning**  
**Unit 4 = 23 ac - clearcut**  
**Unit 5 = 13 ac - clearcut**



|  |                               |
|--|-------------------------------|
|  | Blue property line            |
|  | Red sale boundary             |
|  | Payment unit number           |
|  | Survey corner                 |
|  | County gravel road (Lantz Rd) |
|  | Poor dirt road                |
|  | Buffer/Retention              |

SOUTH SLOPE ASPEN (12-006-11-01)  
T42N, R28W, SEC.01; DICKINSON COUNTY

In response to the notice of sale to be held 3:00PM on September 21, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE</u> |
|-------------------------------|--------------------------|-------------------------|------------------|
| Pulpwood                      |                          |                         |                  |
| Mixed Aspen                   | 1,301.00 Cords           | \$ 26.10 / Cord         | \$ _____ / Cord  |
| Mixed Hardwood                | 590.00 Cords             | \$ 26.40 / Cord         | \$ _____ / Cord  |
| Mixed Softwood                | 594.00 Cords             | \$ 27.00 / Cord         | \$ _____ / Cord  |

\*The volumes are statistically estimated within plus (+) or minus (-) 10.84 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: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Company or individual bidding: \_\_\_\_\_  
 Company representative's name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

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

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



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

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

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

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

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.
- All Information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
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 the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

|                  |       |                                     |  |
|------------------|-------|-------------------------------------|--|
| Name of Business |       | Federal ID (or) Social Security No. |  |
| Address          |       | Telephone<br>(       )              |  |
| City             | State | ZIP                                 |  |

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



SKUNK JAW MIX (12-007-11-01)

T42N, R28W, SEC.02; T42N, R28W, SEC.03; T42N, R28W, SEC.04; DICKINSON COUNTY

In response to the notice of sale to be held 3:00PM on September 21, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE</u> |
|-------------------------------|--------------------------|-------------------------|------------------|
| <b>Sawlogs</b>                |                          |                         |                  |
| Basswood                      | 31.30 MBF                | \$ 113.00 / MBF         | \$ _____ / MBF   |
| Sugar Maple                   | 10.10 MBF                | \$ 331.00 / MBF         | \$ _____ / MBF   |
| <b>Pulpwood</b>               |                          |                         |                  |
| Black Spruce                  | 230.00 Cords             | \$ 24.00 / Cord         | \$ _____ / Cord  |
| Mixed Aspen                   | 354.00 Cords             | \$ 28.30 / Cord         | \$ _____ / Cord  |
| Mixed Hardwood                | 423.00 Cords             | \$ 28.60 / Cord         | \$ _____ / Cord  |
| Mixed Softwood                | 182.00 Cords             | \$ 27.00 / Cord         | \$ _____ / Cord  |
| W. Spruce                     | 149.00 Cords             | \$ 26.00 / Cord         | \$ _____ / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$525.00 :

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|--------------------------|-------------------------|
| <b>Pulpwood</b>               |                          |                         |
| Basswood                      | 75.00 Cords              | \$ 7.00 / Cord          |

\*The volumes are statistically estimated within plus (+) or minus (-) 16.00 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: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

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

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



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

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

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

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

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.
- All Information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
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 the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

|                  |       |                                     |  |
|------------------|-------|-------------------------------------|--|
| Name of Business |       | Federal ID (or) Social Security No. |  |
| Address          |       | Telephone<br>(       )              |  |
| City             | State | ZIP                                 |  |

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date