



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #4617**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on May 24, 2012.

LOCATION: ESCANABA OFFICE, 6833 HWY 2, 41 & M-35, GLADSTONE, MI 49837.

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, ESCANABA MANAGEMENT UNIT, for certain timber on the following described lands:

STRIPPED HARDWOOD (33-021-12-01) / T35N, R25W, SEC. 15, NWSW, SWSW.

T35N, R25W, SEC. 16, NENE, SENE, NESE, SESE, SWSE.

T35N, R25W, SEC. 21, NENE, NWNE, NENW, NWNW.

Menominee County, Advertised Price \$72,897.30, 147.6 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.

CRAZY HOLLY (33-022-12-01) / T35N, R25W, SEC. 17, NWSW, SWNW, NWNW, SENW.

T35N, R25W, SEC. 17, SENE, NESE, NWSE, SWSE, SESW, SWSW.

T35N, R25W, SEC. 18, SENE, SWNE, NESE, NWSE.

Menominee County, Advertised Price \$86,493.40, 109.1 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.

WESTMAN LAKE (33-023-12-01) / T35N, R25W, SEC. 18, NWNE, NENE, SWNE, SENE, NWNW, SWNW.

Menominee County, Advertised Price \$48,048.00, 79.8 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. 02/13/2012):

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

Bids must be received by the Unit Manager, ESCANABA OFFICE, 6833 HWY 2, 41 & M-35, GLADSTONE, MI 49837, no later than 3:00 p.m. (local time) on May 24, 2012. For further information concerning this sale, contact Eric Thompson at 906-786-2354 extension .

### 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 (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 (10/11)

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

RODNEY STOKES  
Director



## TIMBER SALE INFORMATION

### STRIPPED HARDWOOD (33-021-12-01)

T35N, R25W, SEC. 15; T35N, R25W, SEC. 16; T35N, R25W, SEC. 21.

Menominee County (Advertised Price \$72,897.30)

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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Mixed Hardwood	2,675.00 Cords	\$ 23.10 / Cord
Q. Aspen	328.00 Cords	\$ 28.95 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,609.20:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Balsam Fir	45.00 Cords	\$ 24.70 / Cord
N. W. Cedar	18.00 Cords	\$ 27.65 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 8.09 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 **\$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	9%
02	11%
03	9%
04	9%
05	15%
06	8%
07	15%
08	5%
09	19%

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

## Sale Specific Conditions & Requirements

Sale Name: Stripped Hardwood Sale Number: 33-021-12-01

### 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 for.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 4, 5, and 6, cut all species of trees that are three (3) 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, spruce, beech, elm, yellow birch, and the advanced maple regeneration that is less than 4 inches in diameter.

##### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 9, all trees greater than 3" inches in diameter are designated for cutting except cedar, trees marked with green paint, and balsam fir and spruce that are less than 6" inches in diameter.

##### 2.1.7 - Leave tree marked unit(s) (8/11)

Within Payment Unit(s) 1, 2, 3, 7, and 8, cut all trees that are three (3) 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, beech, elm, and trees marked with green paint above and below stump height. In Addition, within units 7 and 8 also do not cut the balsam fir, spruce, and tamarack.

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

Note that the mixed hardwood volume contains about 50% ash. There is about 120 cords of balm within the aspen pulpwood volume. There are 4 cords of spruce within the balsam fir volume.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) with a value greater than \$18,000 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

### 4 - Transportation

#### 4.2 - 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 other wet weather conditions.

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

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

### 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.

#### 5.2.1.2 - Slash Removal

##### 5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 20 feet from the cleared right-of-way of the Indian Springs Road.

#### 5.2.22 - Operating Caution

##### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1, 2, 3, 7, 8, and 9, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because all of these units have some low wet areas within them. Units 2, 7, 8, and 9 are heavy to ash and contain mostly low ground. All of these units tend to dry up in the summer and with the proper machinery they should be operable during most summers.

If rutting becomes a problem within any one of the units listed above, all of the remaining units listed will have to be harvested between December 1st and March 31st when the ground is frozen.

#### 5.4 - Soil Protection

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

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

### **6 - Safety and Fire Prevention**

#### 6.2 - Signing

##### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on the Indian Springs Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



Michigan Department of Natural Resources – Forest, Mineral & Fire Management  
**TIMBER SALE MAP**

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

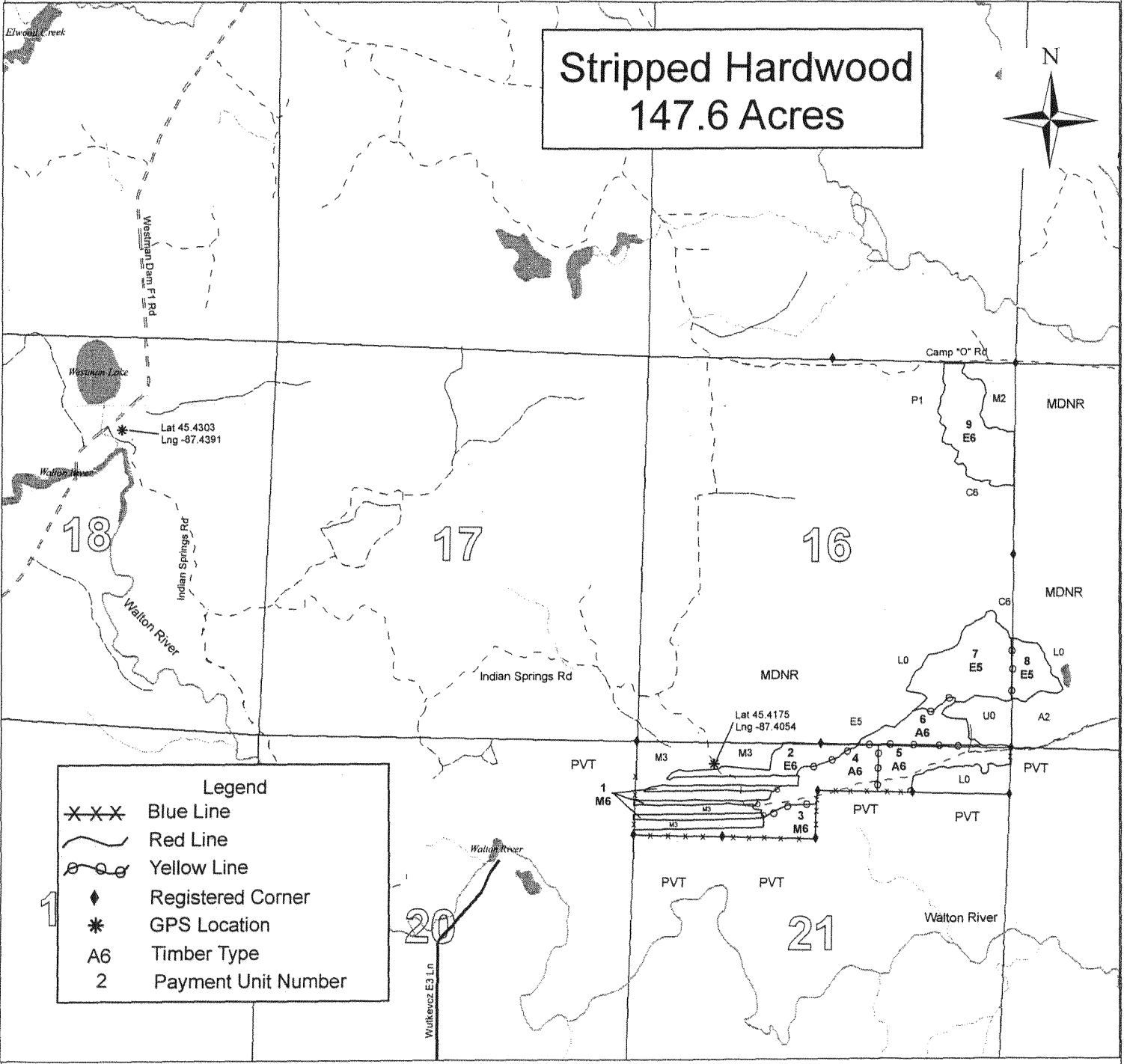
SALE NUMBER	YEAR
330211201	2012
DATE	PAGE OF
10/25/2011	1 1

FOREST MANAGEMENT UNIT	COUNTY	MAPPED BY
Escanaba	Menominee	Durbin
		CRUISED BY
		Salter, Durbin

TOWNSHIP	RANGE	SECTION(S) AND SUBDIVISION(S)	SCALE
T35N	R25W	15, NWSW, SWSW 16, NENE, SENE, NESE, SESE, SWSE; 21, NENE, NWNE, NENW, NWNW	1:24,000

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

EW 11-17-2011



Legend	
XXX	Blue Line
~	Red Line
o-o	Yellow Line
◆	Registered Corner
*	GPS Location
A6	Timber Type
2	Payment Unit Number

0.25 0.125 0 0.25 0.5 0.75 Miles





## TIMBER SALE INFORMATION

### CRAZY HOLLY (33-022-12-01)

T35N, R25W, SEC. 17; T35N, R25W, SEC. 18.

Menominee County (Advertised Price \$86,493.40)

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 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 UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Red Pine	107.20 MBF	\$ 230.00 / MBF
White Pine	76.60 MBF	\$ 96.00 / MBF
Pulpwood		
Mixed Hardwood	563.00 Cords	\$ 24.60 / Cord
Mixed Softwood	412.00 Cords	\$ 37.00 / Cord
Q. Aspen	422.00 Cords	\$ 30.80 / Cord
White Pine	552.00 Cords	\$ 22.45 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 10.48 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 **\$4,500.00** 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.

(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	8%
02	12%
03	31%
04	24%
05	7%
06	7%
07	11%

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

## Sale Specific Conditions & Requirements

Sale Name: Crazy Holly Sale Number: 33-022-12-01

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow 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 for.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 3 and 4, 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. Chipping or grinding is required on these two units, refer to spec 2.2.2 for further information.

##### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 7, all ash, maple, basswood, aspen, balm, and cherry trees greater than 3" inches are designated for cutting regardless of merchantability, but do not cut trees that are marked with green paint.

##### 2.1.7 - Leave tree marked unit(s) (8/11)

Within Payment Unit(s) 1, 2, 5, and 6, cut all trees that are three (3) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except trees marked with green paint above and below stump height. There are two retention areas within unit 2, no operations are allowed within them. There is red paint around each of them.

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

Note that the mixed softwood volume contains roughly 116 cords of red pine, 115 cords of black spruce, 113 cords of cedar, 38 cords of tamarack, 26 cords of white spruce, 2 cords of balsam fir, and 2 cords of jack pine.

#### 2.2 - Utilization

##### 2.2.2 - Chipping required (1/11)

Payment Units 3 and 4 must be chip harvested to facilitate subsequent planting operations. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because these units will be planted.

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

Stump heights within Payment Unit(s) 3 and 4 shall not exceed 8 inches for all trees. This is in order to facilitate planting operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) greater than \$18,000 in value may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

### 4 - Transportation

#### 4.2 - 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 other wet weather conditions.

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

Roads must be graded after the sale is completed. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

## **5 - Operations**

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

##### 5.2.1.2 - Slash Removal

###### 5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 20 feet from the cleared right-of-way of the Indian Springs road.

###### 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.

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 5, 6, and 7, unless changed by written agreement, cutting and skidding are limited to the period of December 1st to March 31st, unless there is a dry period of time and the sale administrator allows the contractor to operate during it. This restriction is because of low wet ground throughout all three of these units.

### 5.4 - Soil Protection

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

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

## **6 - Safety and Fire Prevention**

### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on the Indian Springs Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



Michigan Department of Natural Resources - Forest Management Division

**TIMBER SALE MAP**

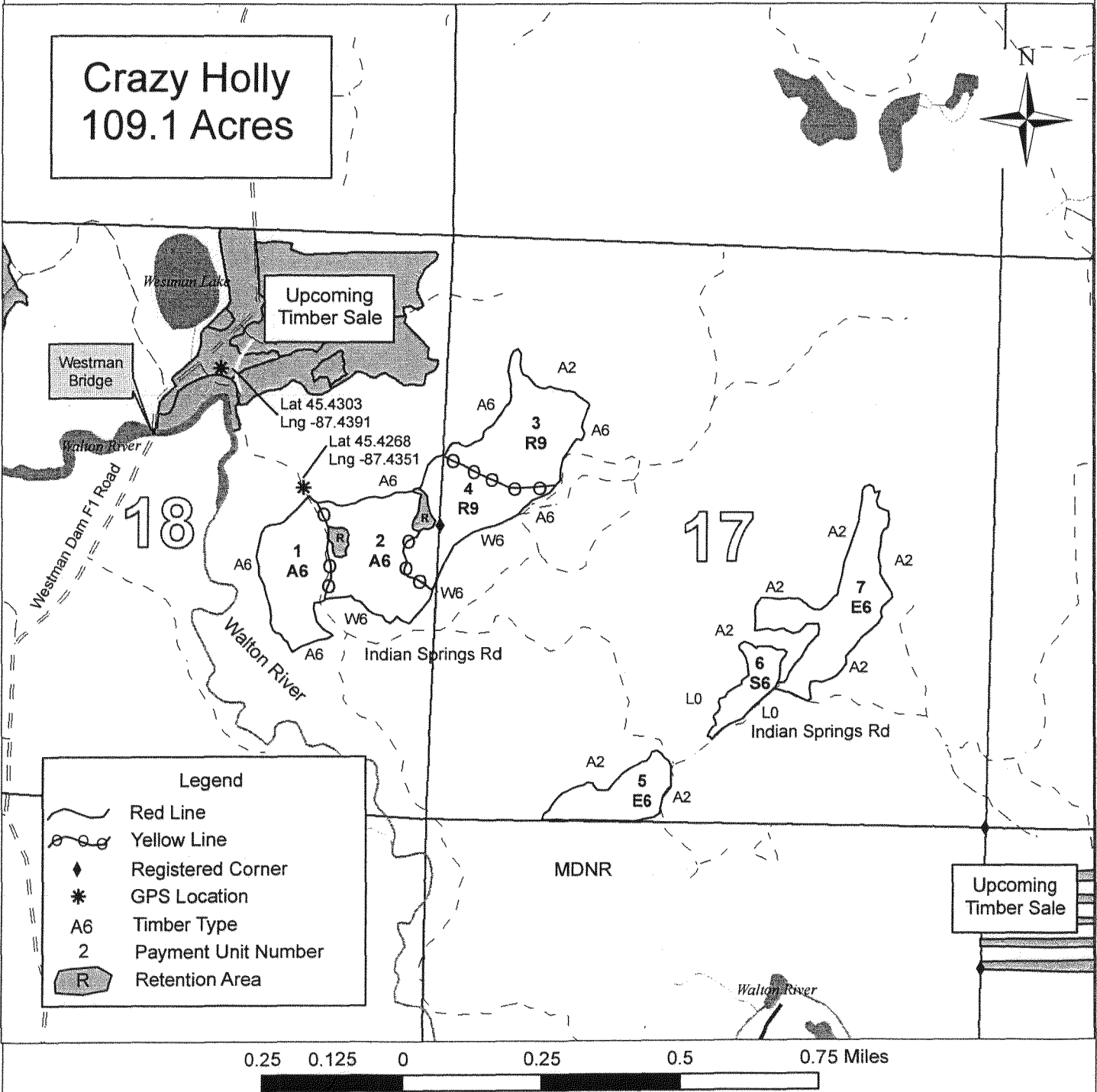
This information is provided by authority of Part 525 of Act 451, PA 1994, as amended.

SALE NUMBER	YEAR
330221201	2012

FOREST MANAGEMENT UNIT Escanaba	COUNTY Menominee	MAPPED BY Durbin CRUISED BY Salter, Durbin	DATE 11/10/2011	PAGE 1	OF 1
TOWNSHIP T35N	RANGE R25W	SECTION(S) AND SUBDIVISION(S) 17, SENE, NESE, NWSE, SWSE, SESW, SWSW, NWSW, SWNW, NWNW, SENW; 18, SENE, SWNE, NESE, NWSE			1:15,840

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

EWT 11-18-2011



## TIMBER SALE INFORMATION

WESTMAN LAKE (33-023-12-01)

T35N, R25W, SEC. 18.

Menominee County (Advertised Price \$48,048.00)

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 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 UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Mixed Hardwood	573.00 Cords	\$ 27.50 / Cord
Q. Aspen	941.00 Cords	\$ 31.60 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,554.90:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Mixed Softwood	58.00 Cords	\$ 44.05 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 14.90 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of **\$2,500.00** 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.
  - (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	10%
02	12%
03	23%
04	32%
05	23%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 09/30/2014.

## Sale Specific Conditions & Requirements

Sale Name: Westman Lake Sale Number: 33-023-12-01

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow 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 for.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 3, 4, and 5, cut all trees that are three (3) 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, red pine, and beech. There is a retention pocket in unit 3 and in unit 5. These areas have a red paint line around them, no harvesting activities can take place within them.

##### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 1, all aspen, balsam, and hardwood trees greater than 3 inches in diameter and all softwood trees greater than 4 inches in diameter are designated for cutting regardless of merchantability.

##### 2.1.7 - Leave tree marked unit(s) (8/11)

Within Payment Unit(s) 2, cut all trees that are three (3) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability, except trees marked with green paint above and below stump height.

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

Note that the mixed softwood volume contains about 8 cords of balsam fir, 49 cords of spruce, and 14 cords of white pine. In unit 2 most of the hardwood is ash, but in the other units it is primarily maple and birch.

##### 2.1.15 - Hazard trees near roads (9/11)

Cut and remove all standing dead trees within 50 feet of the cleared portion of the Westman Dam Road. These cut snags may be utilized or must be scattered back into the sale area.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) greater than \$18,000 in value may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

### 4 - Transportation

#### 4.1 - Construction

##### 4.1.8 - Road work (1) (8/07)

The following road work is required: the contractor must purchase and install a new 12" inch by 24' foot in length corrugated steel culvert on the access road within unit 1. The contractor must also haul and spread 40 yards of gravel over the culvert and on the approaches. There must be a minimum of 12" inches of gravel over the culvert. The gravel is available from a state pit on the north end of the Westman Road, which is about 5 miles away. The location of the culvert is shown on the timber sale map. No DEQ permit is necessary for installation of the culvert.

#### 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 other wet weather conditions.

## **5 - Operations**

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

##### 5.2.1.2 - Slash Removal

###### 5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 50 feet from the cleared right-of-way of the Westman Dam Road and 20 feet from the edge of the Indian Springs Road.

#### 5.2.22 - Operating Caution

##### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 2, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of low wet ground throughout parts of this unit.

### 5.4 - Soil Protection

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

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

## **6 - Safety and Fire Prevention**

### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on the Westman Dam Road and the Indian Springs Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



Michigan Department of Natural Resources - Forest Management Division  
**TIMBER SALE MAP**

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

SALE NUMBER	YEAR
330231201	2012
DATE	PAGE OF
11/18/2011	1 1

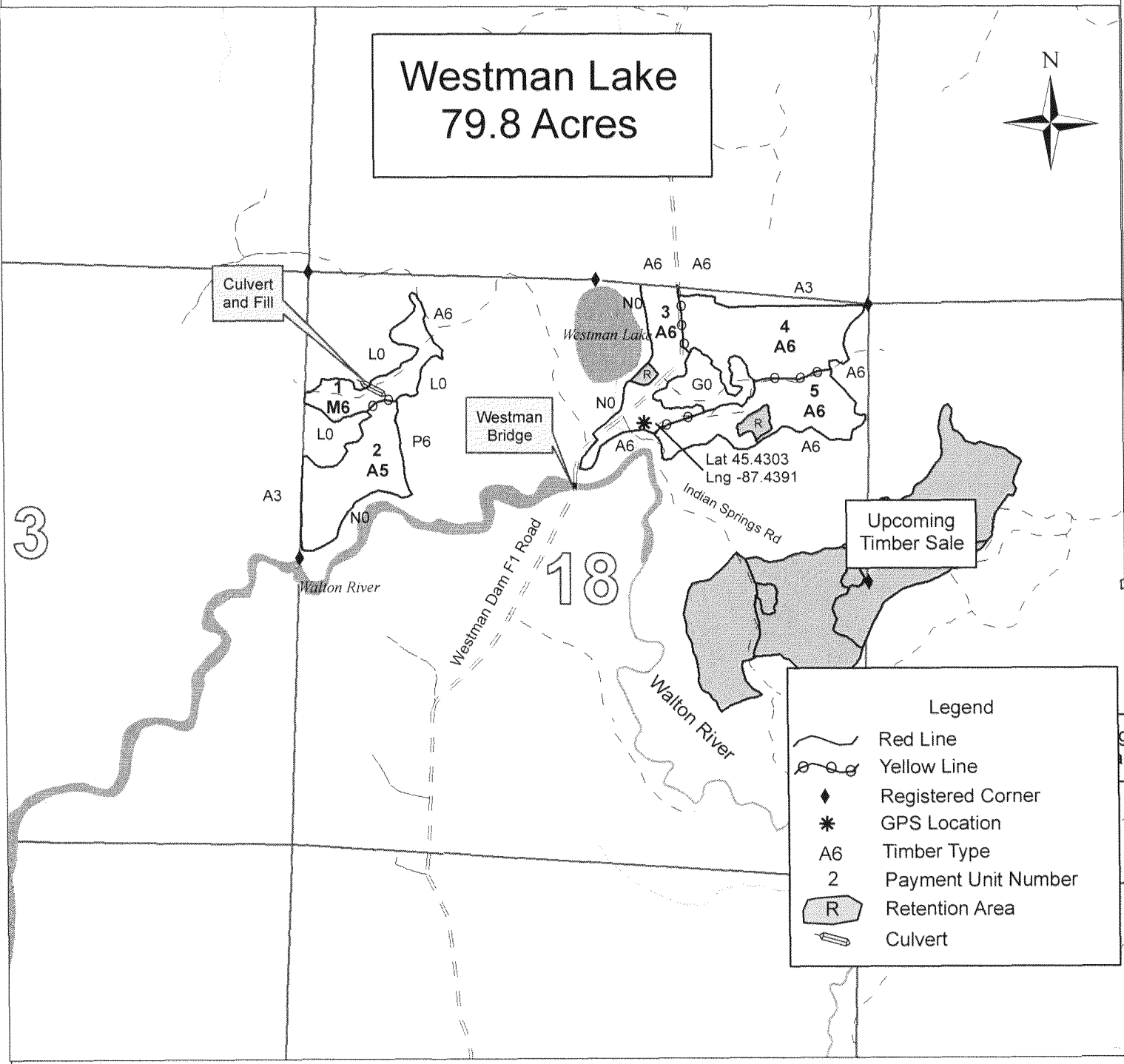
FOREST MANAGEMENT UNIT Escanaba	COUNTY Menominee	MAPPED BY Durbin CRUISED BY Salter, Durbin
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TOWNSHIP T35N	RANGE R25W	SECTION(S) AND SUBDIVISION(S) 18, NENE, NWNE, SENE, SWNE, NWNW, SWNW
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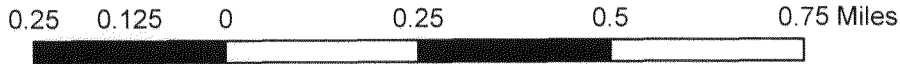
1:15,840

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

**Westman Lake**  
79.8 Acres



Legend	
	Red Line
	Yellow Line
	Registered Corner
	GPS Location
	A6 Timber Type
	2 Payment Unit Number
	R Retention Area
	Culvert





STRIPPED HARDWOOD (33-021-12-01)

T35N, R25W, SEC. 15; T35N, R25W, SEC. 16; T35N, R25W, SEC. 21, Menominee County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 24, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Mixed Hardwood	2,675.00 Cords	\$ 23.10 / Cord	\$ _____ / Cord
Q. Aspen	328.00 Cords	\$ 28.95 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,609.20 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Balsam Fir	45.00 Cords	\$ 24.70 / Cord
N. W. Cedar	18.00 Cords	\$ 27.65 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 8.09 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.

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 (      )
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

CRAZY HOLLY (33-022-12-01)

T35N, R25W, SEC. 17; T35N, R25W, SEC. 18, Menominee County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 24, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
<b>Sawlogs</b>			
Red Pine	107.20 MBF	\$ 230.00 / MBF	\$ _____ / MBF
White Pine	76.60 MBF	\$ 96.00 / MBF	\$ _____ / MBF
<b>Pulpwood</b>			
Mixed Hardwood	563.00 Cords	\$ 24.60 / Cord	\$ _____ / Cord
Mixed Softwood	412.00 Cords	\$ 37.00 / Cord	\$ _____ / Cord
Q. Aspen	422.00 Cords	\$ 30.80 / Cord	\$ _____ / Cord
White Pine	552.00 Cords	\$ 22.45 / Cord	\$ _____ / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 10.48 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.

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.
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  - 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 (      )	
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

**BID FORM**

WESTMAN LAKE (33-023-12-01)  
T35N, R25W, SEC. 18, Menominee County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 24, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Mixed Hardwood	573.00 Cords	\$ 27.50 / Cord	\$ _____ / Cord
Q. Aspen	941.00 Cords	\$ 31.60 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,554.90 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Mixed Softwood	58.00 Cords	\$ 44.05 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 14.90 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 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): \_\_\_\_\_

**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**



# 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.
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  - 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).
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\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ 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 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