



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #4868**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on April 17, 2013.

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

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

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

LEEKIE WELLS (12-014-12-01) / T42N, R29W, SEC. 01, SW & SWSE.

T42N, R29W, SEC. 02, SE & SENE.

T42N, R29W, SEC. 11, NE.

T42N, R29W, SEC. 12, NWNE & NW.

Dickinson County, Advertised Price \$119,841.60, 335.0 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.

DUELING COMPARTMENTS (12-069-12-01) / T44N, R31W, SEC. 04, NENE, NESE.

T44N, R31W, SEC. 08, SWSW.

T45N, R31W, SEC. 07, SWSE, SESW, SWSW.

Iron County, Advertised Price \$26,170.20, 78.0 Acres

SALE NOTE: This sale has multiple small stands, (Unit 2) which will go through private land and must be cut in frozen ground conditions. Unit 1 can be cut after July 15th.

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

## BID INSTRUCTIONS (VER. 03/08/2013):

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

Bids must be received by the Unit Manager, CRYSTAL FALLS OFFICE, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920, no later than 3:00 p.m. (local time) on April 17, 2013. For further information concerning this sale, contact Eric Thompson at 906-786-2354 extension 142.

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

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

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

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

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

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

### 5. Public Opening of Sealed Bids (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 (10/12)

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

the included timber by the termination date.

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

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

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

11. Certification and Chain-of-Custody (3/13)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

KEITH CREAGH

Director



## TIMBER SALE INFORMATION

### LEEKIE WELLS (12-014-12-01)

T42N, R29W, SEC. 01; T42N, R29W, SEC. 02; T42N, R29W, SEC. 11; T42N,  
R29W, SEC. 12.

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 UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Basswood	216.00 MBF	\$ 158.00 / MBF
Sugar Maple	98.70 MBF	\$ 325.00 / MBF
Pulpwood		
Basswood	756.00 Cords	\$ 15.00 / Cord
Mixed Hardwood	1,306.00 Cords	\$ 31.65 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$961.20:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Mixed Hardwood	8.90 MBF	\$ 108.00 / MBF

\* The total volume is statistically estimated within plus (+) or minus (-) 12.39 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 **\$6,000.00** 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	10%
02	10%
03	10%
04	15%
05	20%
06	10%
07	15%
08	10%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 03/31/2016.

## Sale Specific Conditions & Requirements

Sale Name: Leekie Wells Sale Number: 12-014-12-01

### 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. Do not cut painted boundary line trees unless also marked with orange paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-8, all trees are designated for cutting when marked with ORANGE paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

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

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

### 3 - Payments

#### 3.4 - Damaged Timber

##### 3.4.1 - Damaged timber (6/05)

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

Within the sale area, if more than 50% of the sugar maple seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$150 per acre for all acreage within that specified portion of the sale area that was damaged.

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

### 4 - Transportation

#### 4.1 - Construction

##### 4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other designated timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

##### 4.1.6 - Road construction (1/09)

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.

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

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads and closed roads.

#### 4.2 - Maintenance

#### 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.

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

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

### 5 - Operations

#### 5.1 - Notification

##### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

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

A post-sale conference on site between the Purchaser and sale administrator is required 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

###### 5.2.1.14 - 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.

##### 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) 1-8, 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 (9/11)

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

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

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

#### 5.4 - Soil Protection

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

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

### 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.

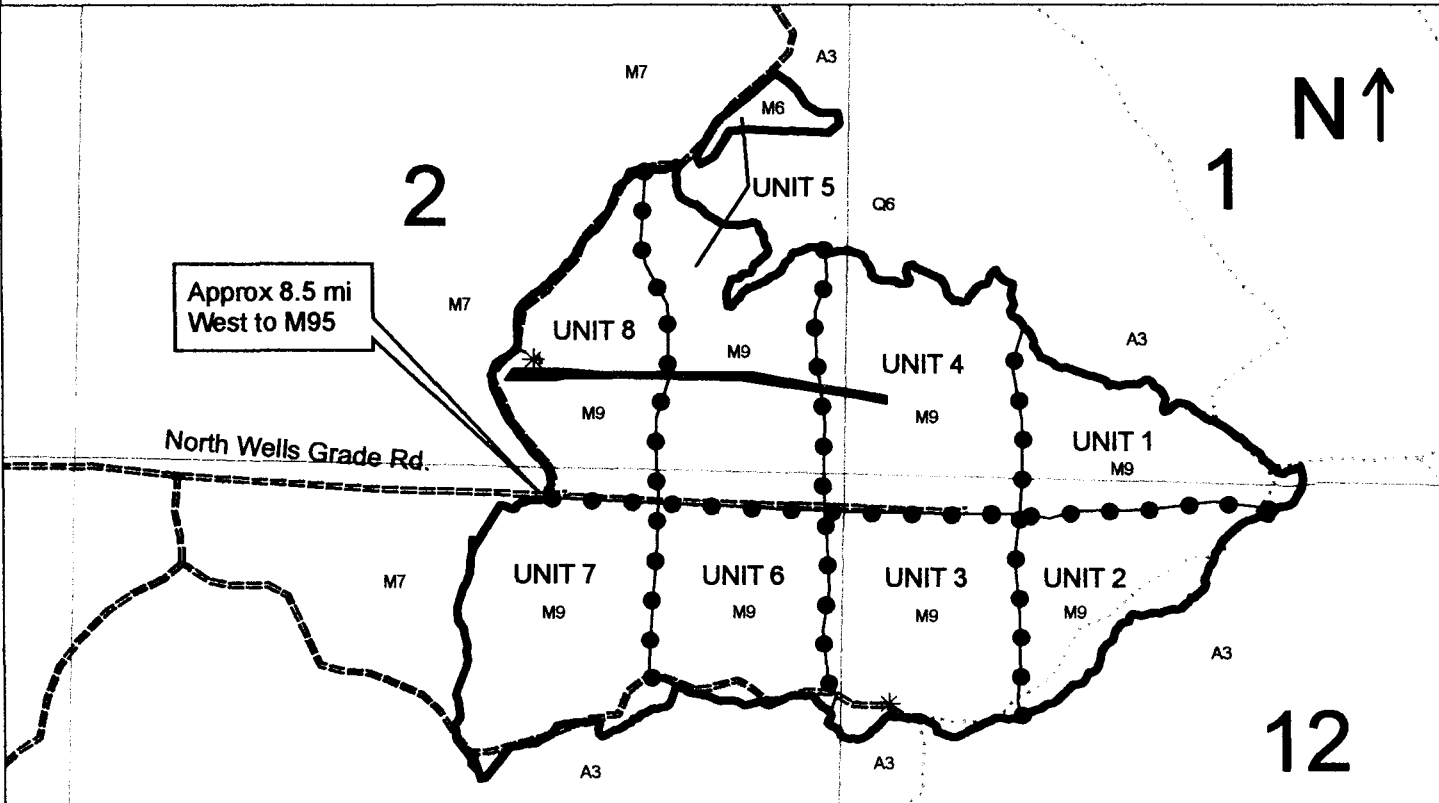


### TIMBER SALE MAP

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

Forest Management Unit <b>Crystal Falls</b>	County <b>Dickinson</b>	Mapped By <b>Andy Church</b>	Date <b>09/27/12</b>	Page <b>1</b>	of <b>1</b>
Township <b>T42N</b>	Range <b>R29W</b>	Section(s) and Subdivision(s) <b>SW &amp; SWSE Sec. 1, SE &amp; SENE Sec.2, NE Sec.11, NWNE &amp; NW Sec. 12</b>		<b>1:15,840</b>	

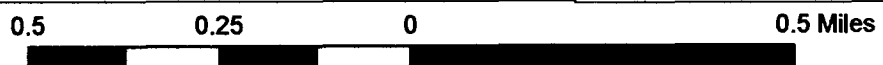
Cover Type				Density	
A = Aspen	G = Grass	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	2 = Seedling Sapling Medium	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			



**Leekie Wells**  
Dickinson County  
335 acres

UNIT 1	32 ac.	UNIT 5	53 ac.
UNIT 2	30 ac.	UNIT 6	36 ac.
UNIT 3	45 ac.	UNIT 7	50 ac.
UNIT 4	50 ac.	UNIT 8	39 ac.

- Sale Boundary (Red Line)
- Payment Unit Line (Yellow Paint)
- 3 acre G0 exclusion (no paint)
- Forest Poor Dirt Roads
- Closed Road
- Berm





## TIMBER SALE INFORMATION

### DUELING COMPARTMENTS (12-069-12-01)

T44N, R31W, SEC. 04; T44N, R31W, SEC. 08; T45N, R31W, SEC. 07.

Iron County (Advertised Price \$26,170.20)

SALE NOTE: This sale has multiple small stands, (Unit 2) which will go through private land and must be cut in frozen ground conditions. Unit 1 can be cut after July 15th.

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

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Sugar Maple	34.30 MBF	\$ 219.00 / MBF
Pulpwood		
Mixed Hardwood	619.00 Cords	\$ 23.70 / Cord
Paper Birch	97.00 Cords	\$ 21.30 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,922.10:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Basswood	3.60 MBF	\$ 101.00 / MBF
Mixed Hardwood	2.30 MBF	\$ 80.00 / MBF
Pulpwood		
B. Poplar	38.00 Cords	\$ 24.95 / Cord
Basswood	18.00 Cords	\$ 10.80 / Cord
Mixed Softwood	10.00 Cords	\$ 23.20 / Cord

\* The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of **\$1,500.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (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	61%
02	39%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2015.

## Sale Specific Conditions & Requirements

Sale Name: **Dueling Compartments** Sale Number: **12-069-12-01**

### 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 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

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

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

#### 2.2 - Utilization

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

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

##### 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. If chipping occurs on this sale, then chip piles must be removed within 30 days of the end of logging operations. In addition, after chip pile removal, residual chips may be no deeper than 4 inches in depth.

### 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 (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are

reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

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

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

#### 4.4 - Access

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

Permission for access across private land has been obtained by the DNR but contractor will have to work with Plum Creek to build access site into the single 40 with the three separate stands. A general road is ribboned into the area and must be agreed upon with the local Plum Creek forester. This is the winter sale unit so must be dealt with accordingly. The two other small stands in unit 2 are winter access also and will be accessed through GMO land and you must work with the local forester in this case also. The south unit has a road right to it behind a rock berm, the north stand has a few trees to remove on GMO and has been approved but the contractor must work with the local forester. Unit 1 will also go through GMO land off of the Hardwood Lake road and should only have issues of keeping the road as good or better than before harvesting began.

### 5 - Operations

#### 5.1 - Notification

##### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning to determine landing and road locations.

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

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

#### 5.2 - Conduct of Operations

##### 5.2.1 - Slash

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

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

###### 5.2.1.14 - 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. Also, chip piles must be removed from the sale area 30 days from the completion of the sale.

##### 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) #'s 1 and 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. Also, unit 2 cannot be accessed until the ground is frozen. This restriction is because of wetland crossings and private land crossing.

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

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

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

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

#### 5.2.41 - Snowmobile trail protection (9/11)

Trail 18 is a snowmobile trail/road and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. The trail must be signed if used during the snowmobile season, to alert users of hauling taking place.

### 5.4 - Soil Protection

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

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

### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (4/09)

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

## 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.

12-069-12-01

12

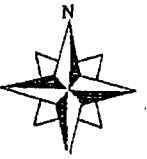
FOREST MANAGEMENT UNIT: Crystal Falls		COUNTY Iron	MAPPED BY Linda Lindberg	DATE 9/28/2012	PAGE 1	OF 3
TOWNSHIP 44N and 45N	Range 31W	SECTION(S) AND SUBDIVISION(S) (45) 7, SWSE, SESW, SWSW (44) 8 SWSW, 4 NENE, NESE		Scale: [..... 4 inches.....] = 1 mile		

Cover-Type				Density	
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand		
G = Grass	MD = Mixed Deciduous		Z = Water		
H = Hemlock	N = Marsh				

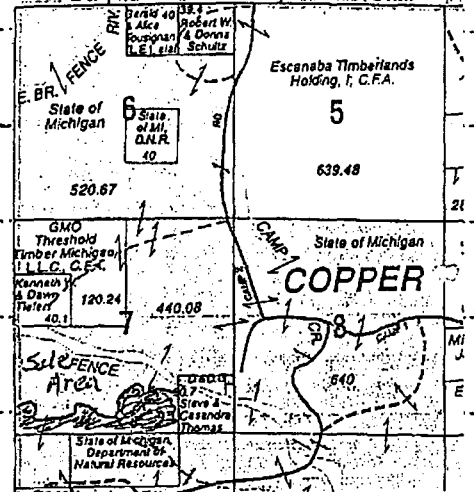
**Duëling Compartments Sale**

Unit 1      Unit 2  
50 Acres    28 Acres

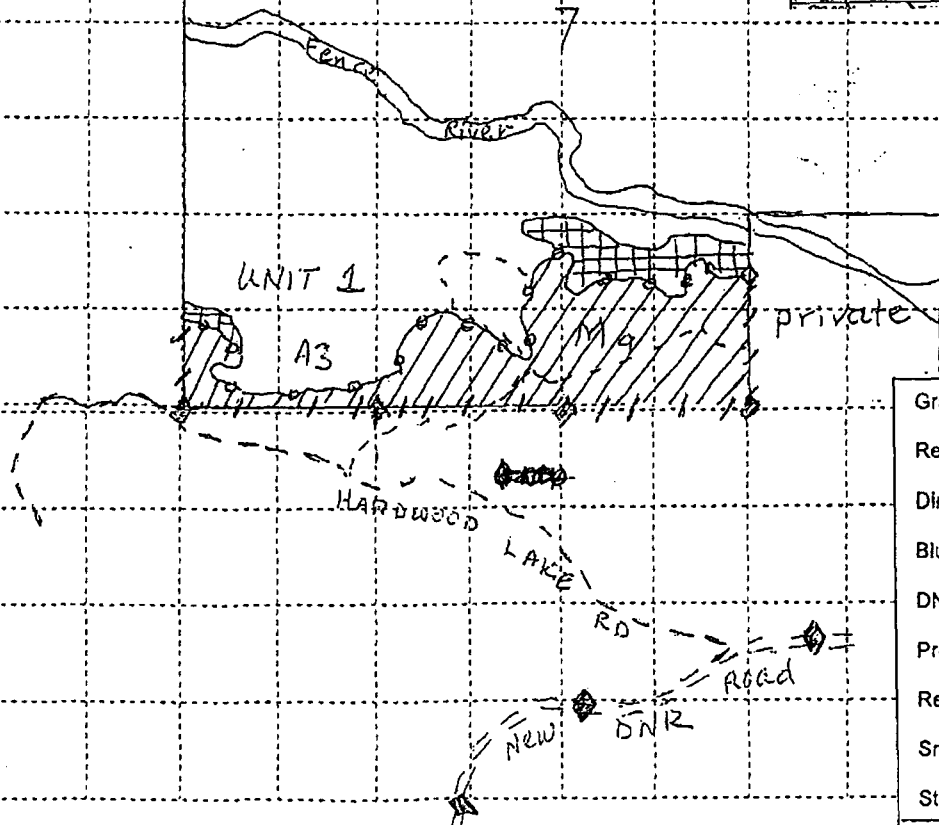
Total 78 Acre Hardwood Thinnings



## MANSFIELD NO



C185



Gravel Road	== ==
Red Boundary Line	—●—●—
Dirt Road	- - - -
Blue Property Line	+ + + +
DNR registered Corner	◆
Proposed Rd.	—■—■—
Retention	▭
Snowmobile Trail/Road	◆ ◆
Stream	—>—>



# TIMBER SALE MAP

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

12-069-12-01

12

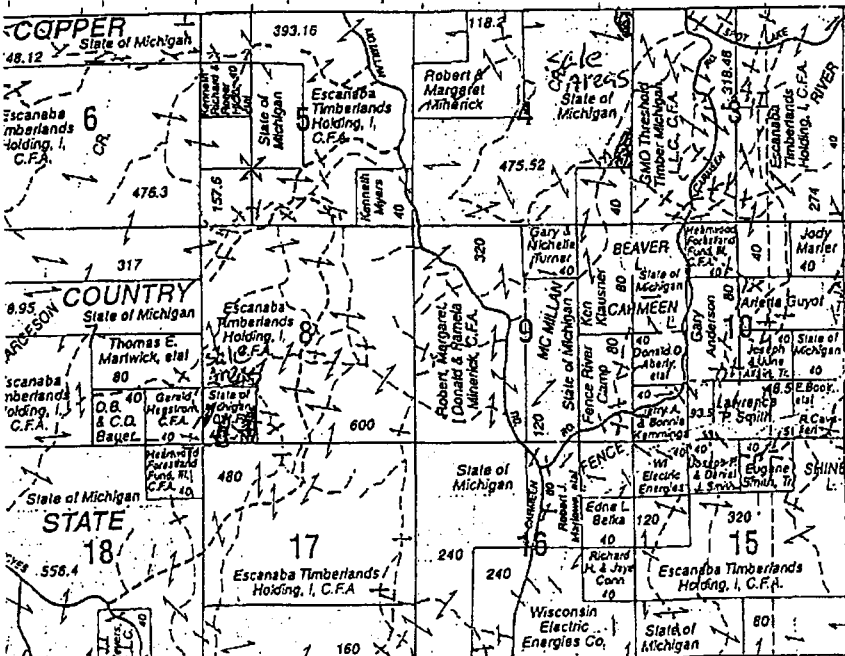
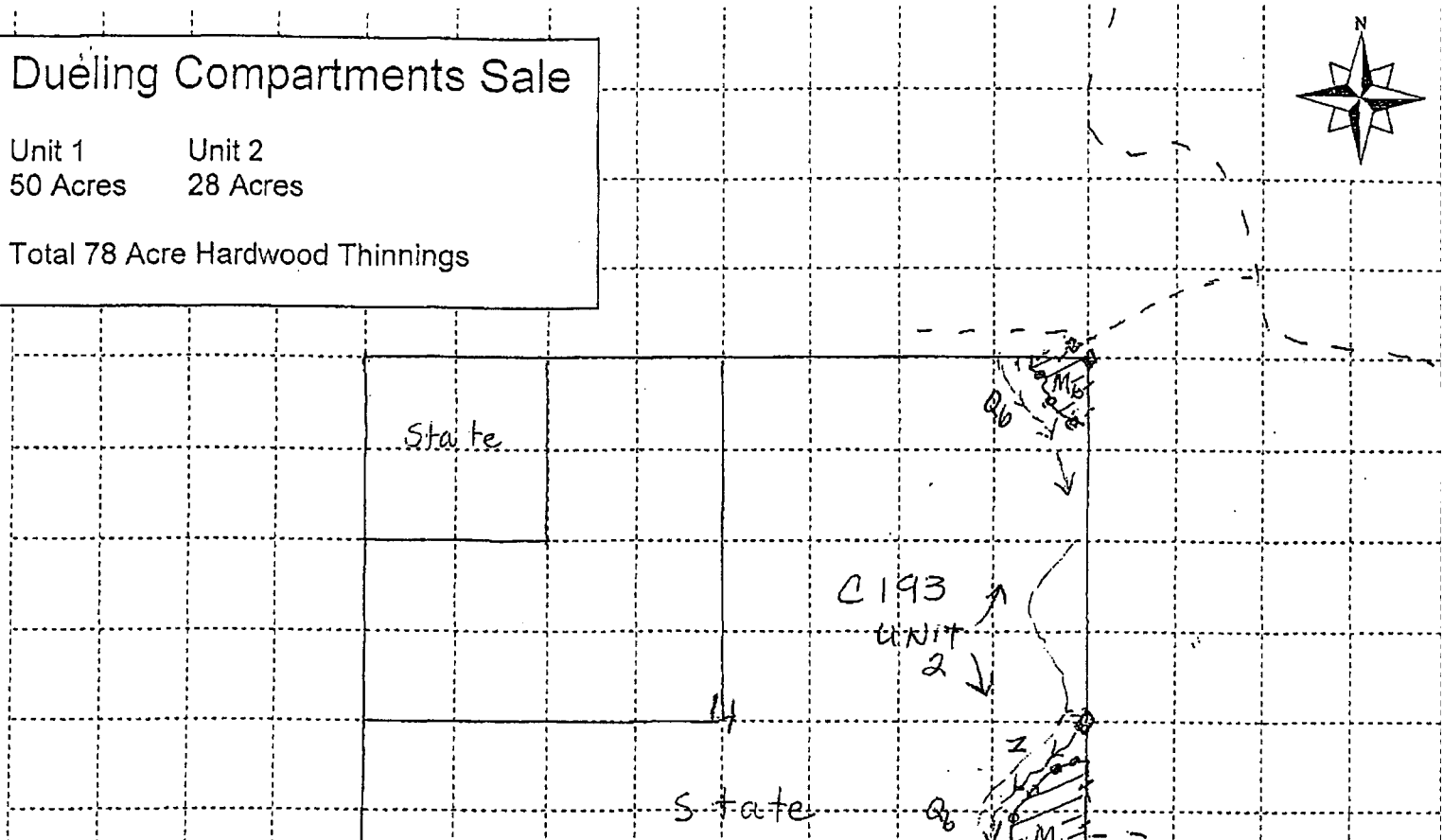
FOREST MANAGEMENT UNIT: Crystal Falls		COUNTY Iron	MAPPED BY Linda Lindberg	DATE 9/28/2012	PAGE 2	OF 3
TOWNSHIP 44N and 45N	Range 31W	SECTION(S) AND SUBDIVISION(S) (45) 7, SWSE, SESW, SWSW (44) 8 SWSW, 4 NENE, NESE		Scale: [.....4 inches.....] = 1 mile		

Cover Type				Density	
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest	1 = Seedling Sapling Poor	6 = Pole Timber Well
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F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand		
G = Grass	MD = Mixed Deciduous		Z = Water		
H = Hemlock	N = Marsh				

## Dueling Compartments Sale

Unit 1      Unit 2  
50 Acres    28 Acres

Total 78 Acre Hardwood Thinnings



Gravel Road	== == ==
Red Boundary Line	—●—●—●—
Dirt Road	- - - - -
Blue Property Line	—+—+—+—+—
DNR registered Corner	◆
Proposed Rd.	—□—□—
Retention	—▭—▭—
Snowmobile Trail/Road	—◆—◆—
Stream	—>—>—>—



# TIMBER SALE MAP

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

DATE NUMBER

12-069-12-01

PAGE

12

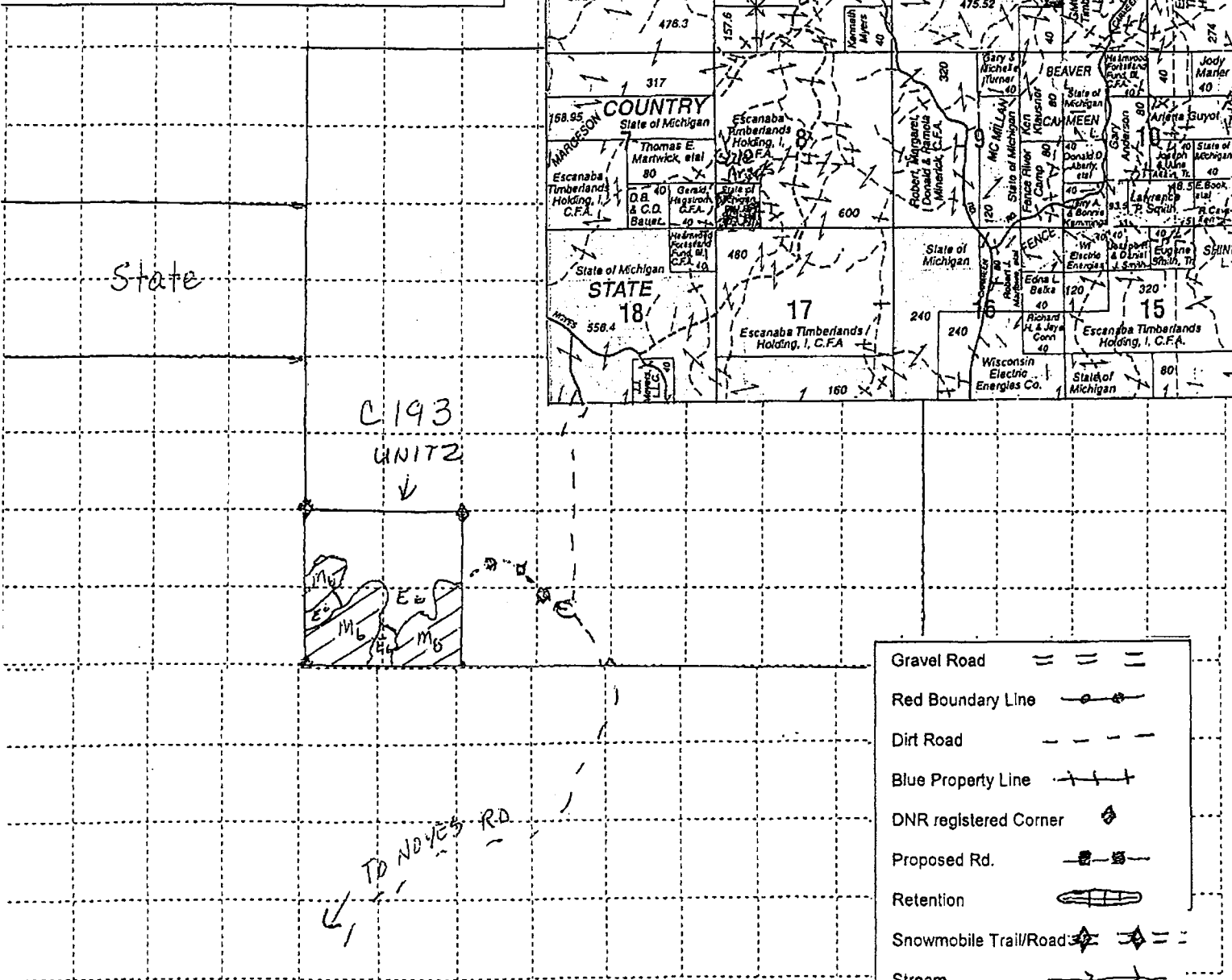
FOREST MANAGEMENT UNIT: Crystal Falls		COUNTY Iron	MAPPED BY Linda Lindberg	DATE 9/28/2012	PAGE OF 3 3
TOWNSHIP 44N and 45N	Range 31W	SECTION(S) AND SUBDIVISION(S) (45) 7, SWSE, SESW, SWSW (44) 8 SWSW, 4 NENE, NESE		Scale:  .....4 inches.....  = 1 mile	

Cover Type				Density	
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
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F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand		
G = Grass	MD = Mixed Deciduous		Z = Water		
H = Hemlock	N = Marsh				

## Dueling Compartments Sale

Unit 1      Unit 2  
50 Acres    28 Acres

Total 78 Acre Hardwood Thinnings







LEEKIE WELLS (12-014-12-01)

T42N, R29W, SEC. 01; T42N, R29W, SEC. 02; T42N, R29W, SEC. 11; T42N, R29W, SEC. 12, Dickinson  
County

In response to the notice of sale to be held 3:00 p.m. (local time) on April 17, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Sawlogs			
Basswood	216.00 MBF	\$ 158.00 / MBF	\$ _____ / MBF
Sugar Maple	98.70 MBF	\$ 325.00 / MBF	\$ _____ / MBF
Pulpwood			
Basswood	756.00 Cords	\$ 15.00 / Cord	\$ _____ / Cord
Mixed Hardwood	1,306.00 Cords	\$ 31.65 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$961.20 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Mixed Hardwood	8.90 MBF	\$ 108.00 / MBF

\* The total volume is statistically estimated within plus (+) or minus (-) 12.39 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

DUELING COMPARTMENTS (12-069-12-01)

T44N, R31W, SEC. 04; T44N, R31W, SEC. 08; T45N, R31W, SEC. 07, Iron County

In response to the notice of sale to be held 3:00 p.m. (local time) on April 17, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Sawlogs			
Sugar Maple	34.30 MBF	\$ 219.00 / MBF	\$ _____ / MBF
Pulpwood			
Mixed Hardwood	619.00 Cords	\$ 23.70 / Cord	\$ _____ / Cord
Paper Birch	97.00 Cords	\$ 21.30 / Cord	\$ _____ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,922.10 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawlogs		
Basswood	3.60 MBF	\$ 101.00 / MBF
Mixed Hardwood	2.30 MBF	\$ 80.00 / MBF
Pulpwood		
B. Poplar	38.00 Cords	\$ 24.95 / Cord
Basswood	18.00 Cords	\$ 10.80 / Cord
Mixed Softwood	10.00 Cords	\$ 23.20 / Cord

\* The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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.
- 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