

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #5303**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on March 4, 2015. 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:

BUZZ SAW ASPEN (12-072-14-01) / T41N, R29W, SEC. 16, S1/2NW, SW1/4.

T41N, R29W, SEC. 17, E1/2SE.

T41N, R29W, SEC. 21, NWNW.

Dickinson County, Advertised Price \$85,658.65, 92.0 Acres

SHEEP WIRE (12-076-14-01) / T41N, R31W, SEC. 09, SESE.

T41N, R31W, SEC. 23, NESE.

T41N, R31W, SEC. 24, N1/2SE, SENE, SW1/4.

T41N, R31W, SEC. 25, N1/2NE.

Iron County, Advertised Price \$86,550.45, 163.0 Acres

SALE NOTE: Landowners may request 60 days or more notice for access across their land. Permission to cross private land is the responsibility of the Purchaser.

Access may be through private land.

3 GS SALVAGE (12-079-14-01) / T45N, R34W, SEC. 16, NENW, NE1/4, W1/2SW.

Iron County, Advertised Price \$22,753.65, 50.0 Acres

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

# BID INSTRUCTIONS (VER. 10/01/2014):

# 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 March 4, 2015. For further information concerning this sale, contact Ben Wiese at 906-875-6622.

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

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

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

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

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

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

# 5. Public Opening of Sealed Bids (6/13)

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

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

# 6. Award of Contract (1/11)

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

# 7. Down Payment (1/11)

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

# 8. Performance Security (1/11)

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

# 9. Timber Sale Contract (9/14)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not

taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

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

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

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

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

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

KEITH CREAGH Director

# TIMBER SALE INFORMATION

# BUZZ SAW ASPEN (12-072-14-01)

T41N, R29W, SEC. 16; T41N, R29W, SEC. 17; T41N, R29W, SEC. 21.

Dickinson County (Advertised Price \$85,658.65)

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood			
Mixed Aspen	3,123.00 Cords	\$	25.05 / Cord
Mixed Hardwood	140.00 Cords	\$	21.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,417.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Balsam Fir	48.00 Cords	\$	21.85 / Cord
Black Spruce	96.00 Cords	\$	26.25 / Cord
Tamarack	41.00 Cords	\$	20.70 / Cord

<sup>\*</sup> 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 **\$4,300.00** 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	28%
02	29%
03	25%
04	14%
05	4%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

# Sale Specific Conditions & Requirements

Sale Name: Buzz Saw Aspen Sale Number: 12-072-14-01

### 1 - Sale Area

### 1.2 - Boundaries

### 1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by double red paint dots. Interior Payment Unit boundaries are marked with double red paint slashes.

# 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 3, cut all aspen and mixed hardwood trees which meet minimum piece specifications in 2.2 Utilization. In addition, cut all spruce and balsam fir with a stump diameter 6 inches and greater. Do not cut white birch, pine, oak, cherry, or trees marked with orange paint.

Within Payment Units 2 and 4, cut all aspen, mixed hardwood and white birch trees which meet minimum piece specifications in 2.2 Utilization. In addition, cut all spruce and balsam fir with a stump diameter 6 inches and greater. Do not cut oak, pine, cherry, cedar, or trees marked with orange paint.

Within Payment Unit 5, cut all trees which meet minimum piece specifications in 2.2 Utilization. Do not cut cedar, hemlock, pine, or trees marked with orange paint.

### 2.2 - Utilization

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

Stump heights within the Sale Area's shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

# 2.2.11 - Chipping restriction (9/13)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. Chip piles must be removed within 60 days of the sale expiration. In addition, after chip pile removal, residual chip depth at the landing may not exceed 4 inches.

# 4 - Transportation

### 4.1 - Construction

# 4.1.6 - Road construction (1/09)

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. 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 within 60 days of the sale expiration. Overgrown roads that are reopened shall be considered new roads. In general, this will require scattering stumps and brush in the road course. These roads must be rendered impassable by ORVs. Contact the sale administrator for specific design and placement.

### 4.2 - Maintenance

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

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

# 5 - Operations

# 5.2 - Conduct of Operations

### 5.2.1 - Slash

### 5.2.1.2 - Slash Removal

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

All slash must be removed at least 10 feet from the cleared right-of-way of the transmission line.

# 5.2.1.8 - Slash height (12/08)

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

# 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, 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.

# 5.2.2 - Hazard Trees/Snags

# 5.2.2.1 - Den trees (2/04)

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

# 5.2.3 - Operating Restrictions

# 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 - 4, unless changed by written agreement, cutting, skidding, and hauling are not permitted from March 1 to May 15. This restriction is to avoid spring breakup conditions. Within Payment Unit 5, unless changed by written agreement, cutting, skidding and hauling are not permitted from March 1 to January 1. This restriction is to avoid wet ground conditions during non frozen months.

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

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

### 5.4 - Soil Protection

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

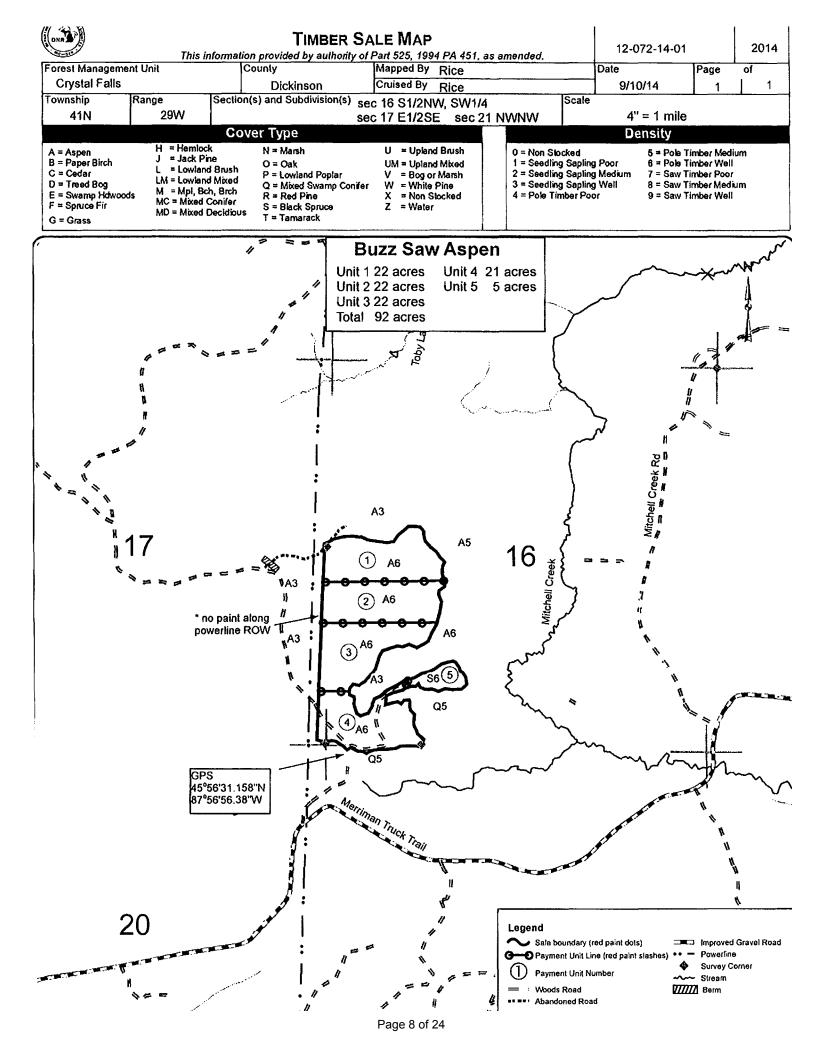
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the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

# 5.8 - Protection of Endangered Species

### 5.8.5 - Protection of raptor nests (3/13)

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

Section Name: Sale Specific Current as of 12/15/2014 3:43:25PM



# TIMBER SALE INFORMATION

### SHEEP WIRE (12-076-14-01)

T41N, R31W, SEC. 09; T41N, R31W, SEC. 23; T41N, R31W, SEC. 24; T41N, R31W, SEC. 25.

SALE NOTE: Landowners may request 60 days or more notice for access across their land. Permission to cross private land is the responsibility of the Purchaser.

Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Sawlogs			
Basswood	32.60 MBF	\$	146.00 / MBF
Pulpwood			
Mixed Aspen	1,698.00 Cords	\$	28.05 / Cord
Mixed Hardwood	520.00 Cords	\$	24.10 / Cord
Mixed Softwood	527.00 Cords	\$	31.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,187.55:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Mixed Hardwood	5.40 MBF	\$	88.00 / MBF
Mixed Pine	10.70 MBF	\$	117.00 / MBF
Pulpwood			
Basswood	172.00 Cords	\$	13.60 / Cord
Mixed Pine	69.00 Cords	\$	16.25 / Cord

<sup>\*</sup> 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:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	11%
02	15%
03	13%
04	8%
05	18%
06	31%
07	4%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2017.

# **Sale Specific Conditions & Requirements**

Sale Name: Sheep Wire Sale Number: 12-076-14-01

### 1 - Sale Area

### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected. Red painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 2, 5, and 6, cut all aspen and mixed hardwood trees that are two (2) inches or more at DBH, except oak. Cut all spruce, balsam, tamarack, and jack pine with one or more pulpwood stick. No oak, hemlock, cedar, red pine, or white pine will be cut.

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

Within Payment Unit(s) 1 and 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition to trees marked with orange paint, cut all aspen with one or more pulpwood sticks. Within Payment Units 3 and 4, cut all red pine and white pine marked with orange paint. In addition to red pine and white pine marked with orange paint, cut all aspen and mixed hardwood, except Oak, that are two (2) inches or greater DBH. Cut all spruce, balsam, tamarack, and jack pine with one or more pulpwood stick.

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

Note that mixed aspen includes quaking, big tooth, and BAM. Mixed hardwood includes maple, birch, ash, elm, and ironwood. Mixed softwood includes spruce, balsam, tamarack, and jack pine. Mixed pine includes red pine and white pine.

### 2.2 - Utilization

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

Stump heights within Payment Unit(s) 1, 3, 4, and 7 shall not exceed stump diameter.

# 2.2.11 - Chipping restriction (9/13)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. The landing size and locations must be approved by the Unit Manager or his/her representative. In addition, brush or chips may not be stored or stockpiled on-site for more than 60 days past the sale expiration date. Residual chip depth at the landing may not exceed 4 inches.

### 3 - Payments

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/14)

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.

# 4 - Transportation

# 4.1 - Construction

### 4.1.2 - Stream crossings, specific (3/11)

The First Creek crossing will require the installation of a temporary bridge. The Green Acres Creek crossing will require either a temporary bridge or a culvert. An unnamed intermittent stream will need to have washed rock installed to armor the stream banks and bed. These installations will be performed in accordance with the specifications on the appropriate permits which shall be obtained by the DNR.

# 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

# 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.

# 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length.

# 4.1.6 - Road construction (1/09)

A new road will need to be constructed to tie the newly gained access to the previously closed access road. The proposed section of road is shown on map. A second portion of new road will need to be constructed to access payment units 5, 6, and 7. This proposed road is also shown on the map. 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 spur roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

### 4.2 - Maintenance

# 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

# 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.

# 4.2.6 - Water diversion ditches (8/13)

Water diversions must be constructed along haul routes prior to hauling. The diversion ditches must be excavated to an elevation approximately 1 foot lower than the center of the road. Soil cannot be piled.

### 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 (10/11)

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

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

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

# 5.2 - Conduct of Operations

### 5.2.1 - Slash

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

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

# 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

# 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit(s) 2, 5, and 6 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

# 5.2.2 - Hazard Trees/Snags

# 5.2.2.1 - Den trees (2/04)

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

# 5.2.3 - Operating Restrictions

# 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

### 5.4 - Soil Protection

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

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

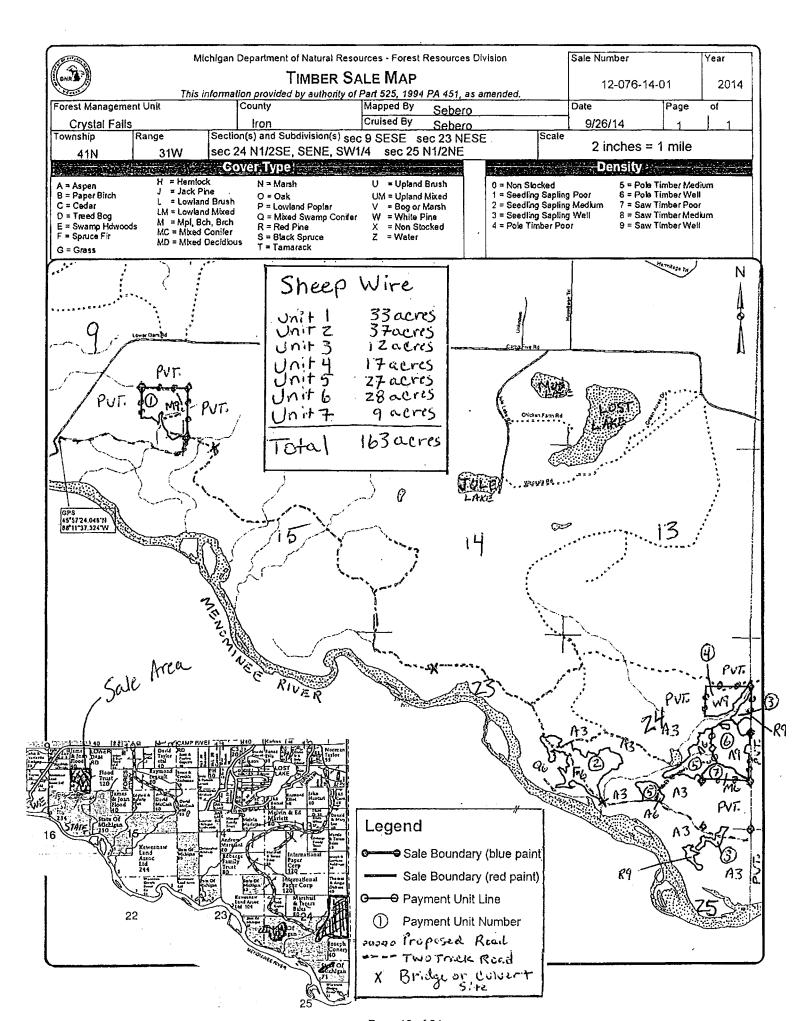
### 7 - Other Conditions

### 7.5 - Loss

# 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 10/20/2014 11:15:18AM



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# TIMBER SALE INFORMATION

# 3 GS SALVAGE (12-079-14-01)

T45N, R34W, SEC. 16.

Iron County (Advertised Price \$22,753.65)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Aspen	395.00 Cords	\$	25.05 / Cord
Mixed Hardwood	334.00 Cords	\$	21.55 / Cord
Mixed Softwood	167.00 Cords	\$	27.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,001.90:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	<u>'ERTISED PRICE</u>
Pulpwood			
Paper Birch	43.00 Cords	\$	23.30 / Cord

<sup>\*</sup> 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:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	38%
02	44%
03	18%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/30/2017.

# **Sale Specific Conditions & Requirements**

Sale Name: 3 Gs Salvage Sale Number: 12-079-14-01

### 1 - Sale Area

### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (1/14)

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.

# 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) #s 1, 2, and 3, cut all trees that are two (2) inches or more at DBH except red and white pine, cedar, hemlock, oak, elm, and cherry if present.

# 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.

### 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 the purchaser should also get permission and let the landowner know when they would want to start the sale.

# 5 - Operations

### 5.1 - Notification

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

A pre-sale conference on site or by phone between the Purchaser and sale administrator is required prior to beginning any operations a Payment Unit to determine landing and road locations. The Unit Manager or his/her representative must be contacted in advance to schedule the conference.

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

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

# 5.2 - Conduct of Operations

### 5.2.1 - Slash

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

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

# 5.2.2 - Hazard Trees/Snags

# 5.2.2.1 - Den trees (2/04)

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

# 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) #'s 1, 2 and 3, cutting, skidding, and hauling are not permitted during the period of February 1st to July 31st This restriction is because the road used to haul is in an eagle's nest zone.

# 5.2.32 - Decking/landing restoration (9/13)

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. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

# 5.4 - Soil Protection

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

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

# 5.8 - Protection of Endangered Species

### 5.8.5 - Protection of raptor nests (3/13)

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

Section Name: Sale Specific Current as of 12/16/2014 3:22:18PM



# Michigan Department of Natural Resources - Forest Resources Division

# TIMBER SALE MAP

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

Mapped By L. Lindberg Lindberg Cruised By L.

Date 9/29/2014

Sale Number

120791401

Page of 1

Year

14

Township 45N

Forest Management Unit

Crystal Falls

Range 34W

Section(s) and Subdivision(s) 16 NENW; NE1/4, W1/25W

County

Cover Type

fron

Scale

4 inches = 1 mile

FR4030-11 (Rev. C5/31/2012)

A = Aspen	J = Jack Pine	er Type			Do	ensity	
A Spen B = Paper Birch C = Cedar D = Treed Bog E = Swarnp Hardwoods F = Spruce/Fir G = Grass H = Hem'ock	J = Jack Pine K = Rock L = Lowland Brush LM = Lowland Mix Forest M = Maple, Beech, Birch MC = Mixed Conifer MO = Mixed Deciduous N = Marsh	O = Oak P = Lowland Poplar Q = Mixed Swamp Conifer R = Red Pine S = Black Spruce T = Tamarack	U = Upland Brush UM =Upland Mix Forest V = Bog or Marsh W = White Pine X = Non Slocked Y = Sand Z = Water		0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well 4 = Pole Timber Poor	5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Medium 9 = Saw Timber Well	
3 G's Salvage 50 Acres Clearcuts Unit 1- 19 acre Unit 2- 22 acre Unit 3- 9 acres	es +			0	+		
Wet War	Road	86	[2]	1 (0) July	Ab Ab		
COPP WITH THE STATE OF THE STAT	Size of a series of the series	A STATE OF THE STA			Bounda	y line ->	

**BID PRICE** 

PRODUCTS & SPECIES

Pulpwood

# **BID FORM**

# BUZZ SAW ASPEN (12-072-14-01)

T41N, R29W, SEC. 16; T41N, R29W, SEC. 17; T41N, R29W, SEC. 21, Dickinson County

ADVERTISED PRICE

In response to the notice of sale to be held 3:00 p.m. (local time) on March 4, 2015, 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.

ESTIMATED UNITS\*

Phone number :		Fm:	ail (ontional)			
Individual or company represent	ative's signature:				Date:	
IF AVAILABLE, PLEASE PLACE	THE PERSONALIZE	ED LABEL FR	ROM YOUR	PROSPECTUS IN 1	THE ABOVE BO	OX.
City:	State	e:	Zip:			
Address:						
Company representat	ive's name:					
Company or individua	-					
FEDERAL ID:		or SOCIAL SI	ECHRITY N	IIMRER: -	_	
I understand that any or all bids understand that consideration ar equipment and staffing subject to	nd awarding a contrac		-			
estimates of quantity and quality						
* The estimated units are final ar	nd not subject to adju	stment. Pros	pective bidd	ers are urged to exa	mine this timbe	er and to make their own
Tamarack	41.00	Cords	\$	20.70 / Cord		
Black Spruce		Cords	\$ \$	26.25 / Cord		
Pulpwood Balsam Fir	48.00	Cords	\$	21.85 / Cord		
PRODUCTS & SPECIES	<u>ESTIMATEI</u>	D UNITS*	<u>AD\</u>	ERTISED PRICE		
In addition, the successful bidde	r agrees to purchase	the following	species at th	ne indicated advertis	ed price for a to	otal value of \$4,417.50 :
Mixed Hardwood	140.00	Cords	\$	21.50 / Cord	\$	/ Cord
Mixed Aspen	3,123.00	Cords	\$	25.05 / Cord	\$	/ Cord



sale contract.

Name of Business

Address

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

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

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

Federal ID (or) Social Security No.

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

Full-time Employees

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber

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

Telephone

Part-time Employees

# **BID FORM**

# SHEEP WIRE (12-076-14-01)

T41N, R31W, SEC. 09; T41N, R31W, SEC. 23; T41N, R31W, SEC. 24; T41N, R31W, SEC. 25, Iron County

In response to the notice of sale to be held 3:00 p.m. (local time) on March 4, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	BID PRICE
Sawlogs			
Basswood	32.60 MBF	\$ 146.00 / MBF	\$ / MBF
Pulpwood			
Mixed Aspen	1,698.00 Cords	\$ 28.05 / Cord	\$ / Cord
Mixed Hardwood	520.00 Cords	\$ 24.10 / Cord	\$ / Cord
Mixed Softwood	527.00 Cords	\$ 31.20 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,187.55:

PRODUCTS & SPECIES	ESTIMATED UNIT	<u>S*</u> <u>AD</u>	ADVERTISED PRICE		
Sawlogs					
Mixed Hardwood	5.40 MBF	\$	88.00 / MBF		
Mixed Pine	10.70 MBF	\$	117.00 / MBF		
Pulpwood					
Basswood	172.00 Cords	\$	13.60 / Cord		
Mixed Pine	69.00 Cords	\$	16.25 / Cord		

<sup>\*</sup> 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 SOCIA	AL SECURITY NUMBER:_		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	_ State:	Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
ndividual	lividual or company representative's signature:			Date:	
Phone nu	ımber :		Email (optional):		



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21

days of the contract award and prior to the issuance of the timber sale contract.			
•	All Information must be typed or printed except for written s	gnatures.	
Ple	ease Check Appropriate Categories:		
1.	My business is organized as (you <b>must</b> check <u>one</u> of the A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation	boxes below):	
2.	Worker's Compensation Laws.  B.  I certify that my business has satisfied its obligation to Notice of Exclusion (BWC-337, Rev. 5/96). I will provid award. (For questions or a copy of the BWC-337, pleas	has no employees but the sole proprietor. I am not subject to the of the Worker's Compensation Act through the use of an approved de a copy of the Notice of Exclusion within 21 days of the contract e call the Worker's Compensation Bureau at 517-322-1195).  In Policy. I will provide an original Certificate of Insurance within 21	
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate than yourself, including family members and active partners. Full-time Employees	the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").  Part-time Employees	
Name of Business		Federal ID (or) Social Security No.	
Address		Telephone ( )	
City	State	ZIP	
occ _	ereby certify that the above information is true and correct. cur in factors affecting my coverage during any of my prese	I agree to notify the Michigan DNRE of any changes that ent and future operations.	
T	Title	Date	

PRODUCTS & SPECIES

Mixed Hardwood

Mixed Softwood

Individual or company representative's signature:

Mixed Aspen

Phone number:

Pulpwood

# **BID FORM**

ADVERTISED PRICE

25.05 / Cord

21.55 / Cord

27.90 / Cord

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

**BID PRICE** 

# 3 GS SALVAGE (12-079-14-01) T45N, R34W, SEC. 16, Iron County

\$

\$

In response to the notice of sale to be held 3:00 p.m. (local time) on March 4, 2015, 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.

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,001.90:

ESTIMATED UNITS\*

395.00 Cords

334.00 Cords

167.00 Cords

PRODUC Pulpwood	TS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE				
Pape	r Birch	43.00 Cords	\$	23.30 / Cord				
	mated units are final and n of quantity and quality.	ot subject to adjustment. Prospec	tive bidde	ers are urged to examine this timber and to make their own				
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 NU				JMBER:				
	Company or individual bio							
	Company representative's							
	Address:							
	City:	State:	Zip:					
IF AVAILA	ABLE, PLEASE PLACE TH	E PERSONALIZED LABEL FROM	1 YOUR I	PROSPECTUS IN THE ABOVE BOX.				

Email (optional):



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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Ple	lease Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation					
2.	You <b>must</b> check <u>one</u> of the boxes below:					
	A.   I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.	ě				
	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 <b>must</b> indicate the number of <b>both</b> 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					
Nam	me of Business Federal ID (or) Social Security No.					
Add	dress Telephone ( )					
City	y State ZIP					
	nereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that ocur in factors affecting my coverage during any of my present and future operations.					
-	Signature of Owner or Authorized Representative					
-	Title Date					