

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5381**

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

CLEVELAND OTTAMOLOFF (12-002-15-01) / T44N, R28W, SEC. 19, S1/2SW.

T44N, R28W, SEC. 30, N1/2.

T44N, R28W, SEC. 30, SW1/4.

T44N, R28W, SEC. 30, W1/2SE.

Dickinson County, Advertised Price \$113,820.65, 282.0 Acres

SALE NOTE: In addition to all orange marked trees, all aspen 12" or greater DBH are to be cut unless marked with green paint. Primary access road between Units 4 & 5 will be shared with another sold timber sale and maintenance of this road will be shared between purchasers. Road is to be leveled at the end of every day. No slash allowed in the grassy exclusions, however wood may be decked there.

SIDEHILL SEEP (12-003-15-01) / T44N, R28W, SEC. 05, S1/2SW.

T44N, R28W, SEC. 06, SWNW, NWSW, SESW, SESE.

T44N, R28W, SEC. 07, N1/2N1/2.

T44N, R28W, SEC. 08, N1/2NW.

Dickinson County, Advertised Price \$113,629.20, 167.0 Acres

SALE NOTE: Access across private is purchaser's responsibility. Sale has some steep terrain. Northeast portion of Unit 3 has a lowland that must be cut in frozen or very dry summer conditions. Access to Units 2-4 on existing trail along west side will need significant roadwork for trucking purposes. No decking along road in Unit 1 due to permanent residence nearby. Hauling on south half of Schwartz Creek Rd. prohibited during snowmobile season.

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. Access may be through private land.

SALTY REGS (12-055-15-01) / T45N, R33W, SEC. 20, SENW; SWNW.

Iron County, Advertised Price \$8,296.55, 19.0 Acres

SALE NOTE: There are MDOT fences on this sale which are shown on the map and must be either removed and re-installed or left and not damaged.

#### 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 June 3, 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

#### CLEVELAND OTTAMOLOFF (12-002-15-01)

T44N, R28W, SEC. 19; T44N, R28W, SEC. 30.

Dickinson County (Advertised Price \$113,820.65)

SALE NOTE: In addition to all orange marked trees, all aspen 12" or greater DBH are to be cut unless marked with green paint. Primary access road between Units 4 & 5 will be shared with another sold timber sale and maintenance of this road will be shared between purchasers. Road is to be leveled at the end of every day. No slash allowed in the grassy exclusions, however wood may be decked there.

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>AD\</u>	/ERTISED PRICE
Sawlogs			
Basswood	76.00 MBF	\$	121.00 / MBF
Sugar Maple	12.70 MBF	\$	514.00 / MBF
Pulpwood			
Basswood	2,259.00 Cords	\$	13.15 / Cord
Mixed Aspen	540.00 Cords	\$	29.75 / Cord
Mixed Hardwood	1,938.00 Cords	\$	27.00 / 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 \$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:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	12%
02	10%
03	15%
04	20%
05	18%
06	17%
07	8%

- 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: Cleveland Ottamoloff Sale Number: 12-002-15-01

#### 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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. NOTE: There is no yellow paint along the grass exclusion between Units 2 & 5.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

In addition, ALL aspen 12" dbh and greater are to be CUT, unless marked with GREEN paint.

#### 2.2 - Utilization

#### 2.2.4 - Skidding length (2/14)

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

#### 2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, it must be done concurrently with roundwood operations. Chip landing locations must be approved prior to chipping if different than decking areas. In addition, brush or chips may not be stored or stockpiled on-site for more than 30 days.

#### 2.3 - Log Rule

#### 2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the Scribner Rule.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 4 and 5 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. There will be only one division per Payment Unit.

#### 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 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

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. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.4 - Grading (10/13)

For completion of the sale, state forest roads must be graded. 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.

Be aware that the road between Unit 5 & 6 will be shared with another sold timber sale. Responsibility for maintaining the condition of this road will be shared between purchasers. This road should be leveled at the end of every day.

#### 4.3 - Public Right-of-Way

#### 4.3.2 - County R-O-W (12/06)

The county must be contacted prior to decking along the county road R-O-W. This applies to Cleveland Homestead Rd/Nature Trail.

#### 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 5 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 red paint line.

#### 5.2.1.10 - No slash in openings (5/10)

No slash or logging debris is to be left in the opening which is indicated by "exclusion" on the Timber Sale Map. However, wood may be decked there. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 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) 1-7, 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 (9/13)

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

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

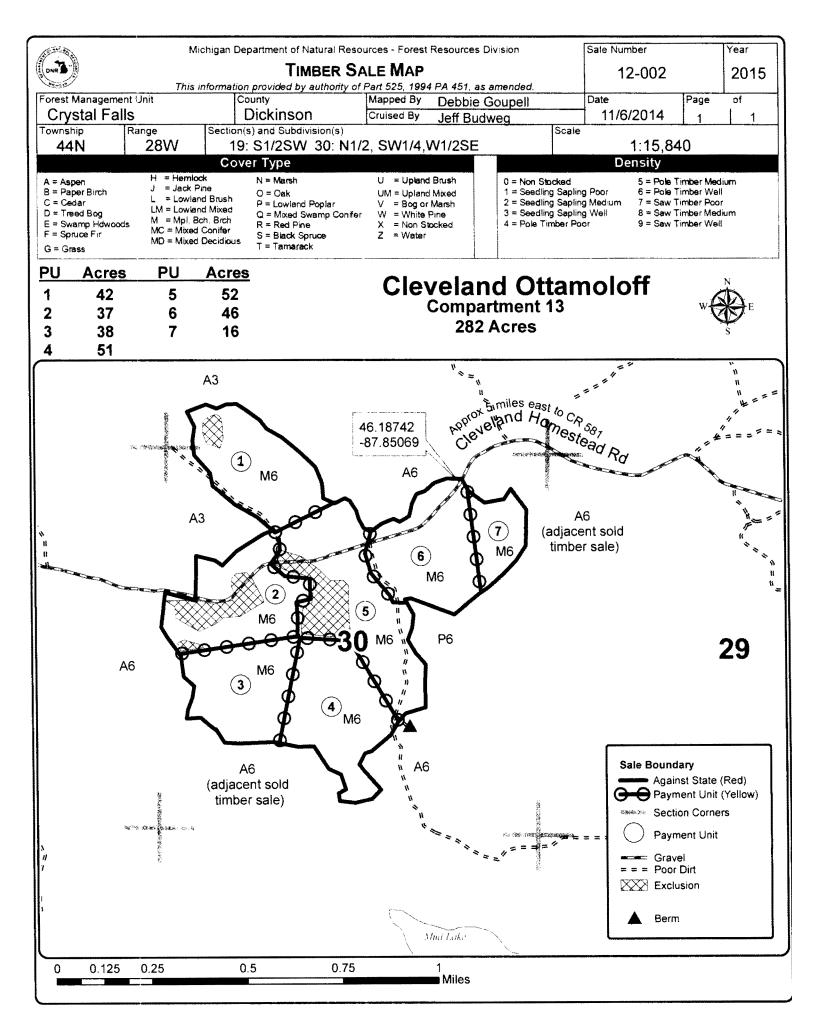
Cut products may not be decked against unmarked or designated leave trees.

#### 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.

Section Name: Sale Specific Current as of 4/7/2015 11:13:06AM



#### TIMBER SALE INFORMATION

#### SIDEHILL SEEP (12-003-15-01)

T44N, R28W, SEC. 05; T44N, R28W, SEC. 06; T44N, R28W, SEC. 07; T44N, R28W, SEC. 08.

SALE NOTE: Access across private is purchaser's responsibility. Sale has some steep terrain. Northeast portion of Unit 3 has a lowland that must be cut in frozen or very dry summer conditions. Access to Units 2-4 on existing trail along west side will need significant roadwork for trucking purposes. No decking along road in Unit 1 due to permanent residence nearby. Hauling on south half of Schwartz Creek Rd. prohibited during snowmobile season.

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. 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	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Aspen	1,370.00 Cords	\$	32.50 / Cord
Mixed Hardwood	1,206.00 Cords	\$	23.75 / Cord
Mixed Softwood	867.00 Cords	\$	28.00 / Cord
Paper Birch	588.00 Cords	\$	22.65 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,867.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>adve</u>	ERTISED PRICE
Pulpwood			
Tamarack	155.00 Cords	\$	18.50 / 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 **\$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:

(c) i ayment for each of the following arms may	of be indue before editing begins in that diffe.
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	25%
02	14%
03	11%
04	11%
05	10%
06	12%
07	17%

- 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: Sidehill Seep Sale Number: 12-003-15-01

#### 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, 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. The painted boundary line trees are not Included Timber and are to be protected. Yellow 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) 1-7, cut all trees that are two (2) inches or more at DBH, EXCEPT: oak, red pine, white pine, cedar, and green painted birch trees. Sugar maple and oak saplings will NOT be cut in Unit 1. Green painted birch trees are located in units 5-7.

In addition, unmerchantable conifers will be retained 1 chain (66 feet) from red line in Units 2 & 3.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 3 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. There will be only one division per Payment Unit.

#### 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 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

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. Contact the sale administrator for specific details of design and placement.

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

The following road work should be reviewed & considered: Trail at northwest end of Unit 4 goes down a steep and sandy hill, which will present a trucking problem. Plan accordingly.

#### 4.2 - Maintenance

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

Hauling is restricted on Schwartz Creek Rd south of the old dam (located in 44N R28W Sec 10) during snowmobile season,

generally from Dec 1 - March 31. The restriction is for safety reasons, to reduce logging truck/snowmobile interface. Hauling may be restricted if state forest roads become rutted or damaged due to spring break up or prolonged wet weather.

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: The road through Unit 1 must remain passable by two-wheel drive at all times. No decking will be permitted on this road as this is a permanent residence. A spur will need to be constructed so as not to block the primary road.

#### 4.2.4 - Grading (12/14)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. 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.

#### 4.4 - Access

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

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

#### 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

#### 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 5 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 paint line.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 3 (the northeast portion), unless changed by written agreement, cutting and skidding are limited to frozen ground or very dry summer conditions. This restriction is because of organic soils. This unit may be divided if requested, which will require a contract supplement.

The exclusion between Units 3 & 4 may NOT be crossed.

#### 5.2.3.11 - Coppice regeneration protection (4/10)

Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 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.

#### 5.2.37 - No decking areas (12/08)

No decking is allowed along the road through Unit 1 as there is a permanent residence on the east side of this unit. A spur will need to be made so as not to block this resident.

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

The south portion of the Schwartz Creek Rd (44N 28W Sec 10) is a snowmobile trail and is NOT to be used for hauling during the snowmobile season, generally from December 1 to March 31. Do not cut or damage posts with orange trail markers or traffic control signs.

#### 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.

#### 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

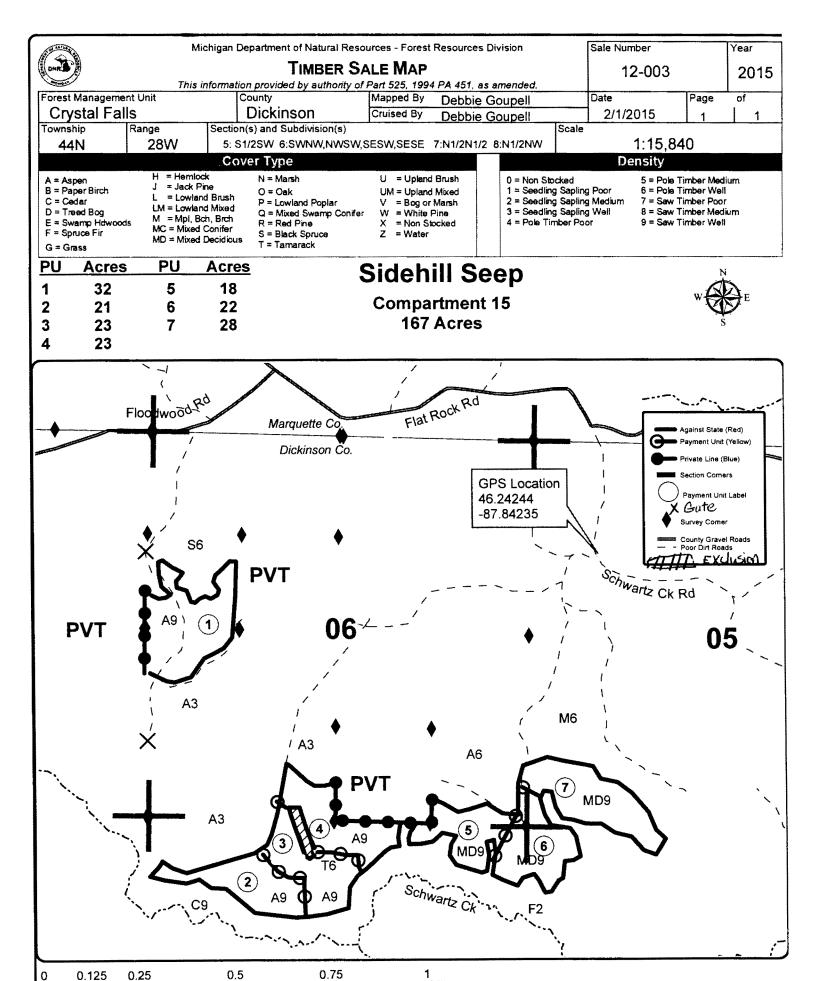
#### 7 - Other Conditions

#### 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 4/7/2015 11:22:13AM



Miles

#### TIMBER SALE INFORMATION

#### SALTY REGS (12-055-15-01)

T45N, R33W, SEC. 20.

Iron County (Advertised Price \$8,296.55)

SALE NOTE: There are MDOT fences on this sale which are shown on the map and must be either removed and re-installed or left and not damaged.

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*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Aspen	84.00 Cords	\$	32.50 / Cord
Mixed Softwood	163.00 Cords	\$	33.15 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$163.10:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Pulpwood			
Mixed Hardwood	2.00 Cords	\$	28.05 / Cord
Paper Birch	4.00 Cords	\$	26.75 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 23.67 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$1,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

01

45%

02

55%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2018.

#### **Sale Specific Conditions & Requirements**

Sale Name: Salty Regs Sale Number: 12-055-15-01

#### 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. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH, except cedar, hemlock, red pine, white pine, cherry, oak, and elm. Also, cut all spruce and balsam greater than 6 inches at a 4 inch stump.

#### 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 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 constructed road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows. No trees, parts of trees or debris can be left in the highway ROW which is marked out in the sale. A road will have to be built into Unit 1 of the sale. An MDOT permit has been applied for by the DNR. See administrator for culvert placement (if necessary) and other details.

#### 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. 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.

#### 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.

#### 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.

#### 5.2.1.8 - Slash height (12/08)

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

#### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the Railroad/Highway ROW opening which is South of the fence on both sides of the highway. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 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

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

Within Payment Unit(s) #'s 1 and 2, there is a fence belonging to MDOT as indicated on the map on both units that must be removed and returned when the sale is done or operations must be done without damaging the fence. This restriction is because the fence is MDOT property.

#### 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)

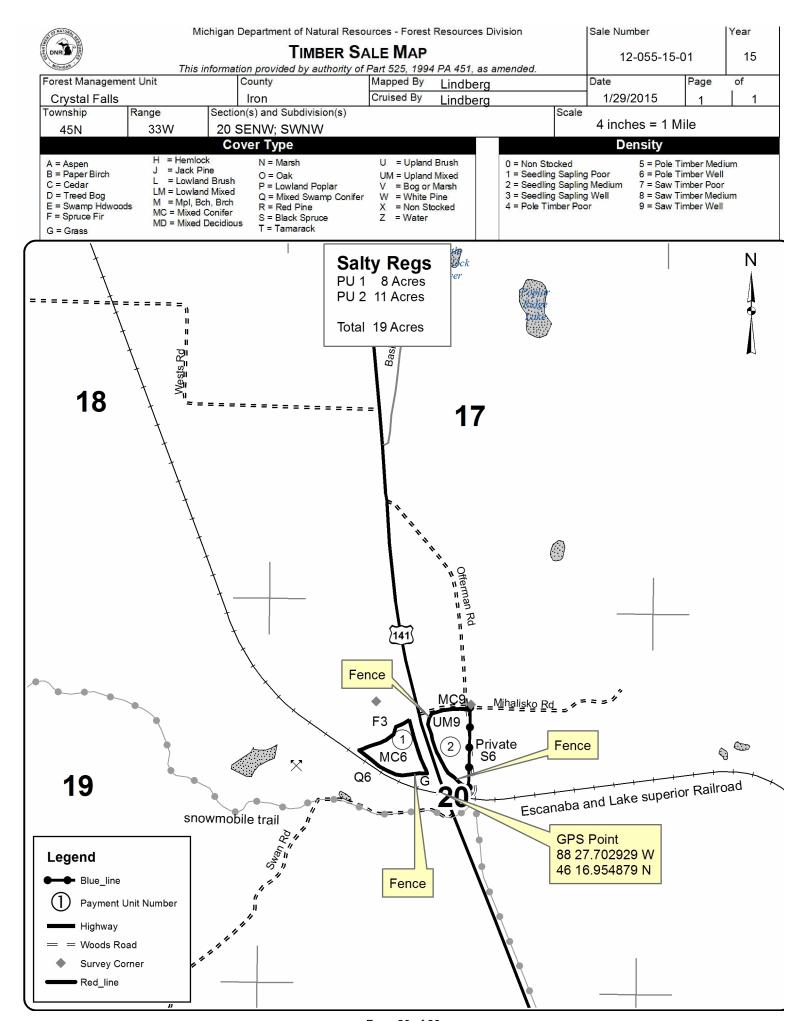
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the 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 4/7/2015 10:45:24AM



#### **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT
CRYSTAL FALLS OFFICE

## CLEVELAND OTTAMOLOFF (12-002-15-01) T44N, R28W, SEC. 19; T44N, R28W, SEC. 30, Dickinson County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 3, 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	<u>ESTIMATE</u>	D UNITS*	AD'	VERTISED PRICE	BID F	RICE
Sawlogs						
Basswood	76.00	MBF	\$	121.00 / MBF	\$	/ MBF
Sugar Maple	12.70	MBF	\$	514.00 / MBF	\$	/ MBF
Pulpwood						
Basswood	2,259.00	Cords	\$	13.15 / Cord	\$	/ Cord
Mixed Aspen	540.00	Cords	\$	29.75 / Cord	\$	/ Cord
Mixed Hardwood	1,938.00	Cords	\$	27.00 / Cord	\$	/ Cord

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 SEC	URITY NUMBER:			
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	M YOUR PROSPECTUS IN	THE ABOVE BOX.		
Individual	or company representative's signatu	re:		Date:		
Phone nu	hone number : Email (optional):					

<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.



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:	2

•	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 sign	natures.				
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check <u>one</u> of the both A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	oxes below):				
2.	You must check one of the boxes below:					
	<ul> <li>A.          I certify that my business is a sole proprietorship and it has Worker's Compensation Laws.     </li> </ul>	as no employees but the sole proprietor. I am not subject to the				
	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 F days of the contract award.	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 th than yourself, including family members and active partners					
	Full-time Employees	Part-time Employees				
Nam	me of Business	Federal ID (or) Social Security No.				
Addr	dress (	elephone )				
City	y State Z	IP				
I he	ereby certify that the above information is true and correct. I	agree to notify the Michigan DNRE of any changes that				

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

Date

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

Signature of Owner or Authorized Representative

Title

#### **BID FORM**

#### SIDEHILL SEEP (12-003-15-01)

T44N, R28W, SEC. 05; T44N, R28W, SEC. 06; T44N, R28W, SEC. 07; T44N, R28W, SEC. 08, Dickinson County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 3, 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
Pulpwood			
Mixed Aspen	1,370.00 Cords	\$ 32.50 / Cord	\$ / Cord
Mixed Hardwood	1,206.00 Cords	\$ 23.75 / Cord	\$ / Cord
Mixed Softwood	867.00 Cords	\$ 28.00 / Cord	\$ / Cord
Paper Birch	588.00 Cords	\$ 22.65 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,867.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE		
Pulpwood				
Tamarack	155.00 Cords	\$	18.50 / Cord	

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 SEC	CURITY NUMBER:		
	Company or individual bidding:			_	
	Company representative's name:				
	Address:			_	
	City:		Zip:	_	
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	or company representative's signate	ure:		Date:	
Phone nu	ımber :	Email	(optional):		

<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.



Title

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 WO	RKER'S DISABIL	ITY CO	MPE	PENSATION 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 e	except for written s	ignature	<b>S</b> .		
Ple	ease Check Appropriate Categories:					
<ol> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ol>				w):		
2.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>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).</li> <li>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.</li> </ul>					
3.	<ol> <li>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").</li> </ol>					
	Full-time Er	mployees			Part-time Employees	
Nam	ne of Business		Federal I	D (or)	or) Social Security No.	
Add	ress		Telephor	ne )		
City		State	ZIP			
occ	ereby certify that the above information is our in factors affecting my coverage during Signature of Owner or Authorized Representative				o notify the Michigan DNRE of any changes that ure operations.	

Date

PRODUCTS & SPECIES

Mixed Softwood

Mixed Aspen

Phone number :

Pulpwood

#### **BID FORM**

ADVERTISED PRICE

32.50 / Cord

33.15 / Cord

#### CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

**BID PRICE** 

/ Cord

#### SALTY REGS (12-055-15-01) T45N, R33W, SEC. 20, Iron County

\$

In response to the notice of sale to be held 3:00 p.m. (local time) on June 3, 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 \$163.10:

**ESTIMATED UNITS\*** 

84.00 Cords

163.00 Cords

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADVERTISE</u>	<u>:D PRICE</u>	
Pulpwood				
Mixed Hardwood	2.00 Cords	¥	/ Cord	
Paper Birch	4.00 Cords	\$ 26.75	/ Cord	
* The total volume is statistically es Prospective bidders are urged to e			ne estimated units are final and not subject to adoute of quantity and quality.	justment.
	awarding a contract will be bas	•	ems must be bid or the bid form may be rejected. formance and ability to complete the contract bas	
FEDERAL ID:	or SOCIAL	SECURITY NUMBER:	:	
Company or individual b	idding:			
Company representative	e's name:			
Address:				
City:	State:	Zip:		
IF AVAILABLE, PLEASE PLACE T	HE PERSONALIZED LABEL F	ROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	
Individual or company representati	ve's signature:		Date:	

\_\_\_\_\_ Email (optional):\_\_\_\_\_



Address

Title

City

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:	

•	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.
Ple	ease 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.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>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).</li> <li>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.</li> </ul>
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	e of Business Federal ID (or) Social Security No.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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.

Telephone

ZIP

Signature of Owner or Authorized Representative

State

Date