



DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

BEAVER TAIL MIX / T42N, R02E, SEC. 19, S1/2 SW1/4.  
T42N, R02E, SEC. 30, NE1/4, N1/2 NW1/4, E1/2 SE1/4.  
T42N, R02E, SEC. 29, E1/2 NW1/4, NWNW1/4, W1/2 SW1/.  
CHIPPEWA COUNTY (Appr. \$56,836.45)

BOULDER CITY MIX / T42N, R02E, SEC. 08, NESW, W1/2SE.  
T42N, R02E, SEC. 16, NWSW, SWNW.  
T42N, R02E, SEC. 17, E1/2NW, W1/2NE, NWNW, SENE.  
T42N, R02E, SEC. 17, SE1/4.  
CHIPPEWA COUNTY (Appr. \$39,310.75)

FULMER LAKE MIX / T42N, R02E, SEC. 35, E1/2NW, NWNW, W1/2NE, W1/2SE.  
T42N, R02E, SEC. 35, E1/2SW.  
T42N, R02E, SEC. 26, SWSW, S1/2SE.  
CHIPPEWA COUNTY (Appr. \$79,477.15)

CHUCKY'S CHOICE / T42N, R02E, SEC. 34, NW1/4, W1/2 NE, N1/2 SE.  
T42N, R02E, SEC. 00, NESW, NWSE.  
CHIPPEWA COUNTY (Appr. \$41,814.15)

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SALE DATE AND TIME: 10:00 a.m. on June 29, 2009.

**SAULT STE MARIE**



BID INSTRUCTIONS (Ver. 06/23/2008):

1. Bid Location, Date, and Time: Bids must be received by the Unit Manager, Sault Ste Marie Management Unit, Box 798, 2001 Ashmun, Sault Ste Marie, MI 49783, no later than 10:00 a.m. on June 29, 2009. For further information concerning this sale, contact the Unit Manager at 906-635-5281.
2. Bidder's Qualifications: 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/FMFM 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: 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: 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) that it is a "Bid for Timber," and (b) the sale name or number, and (c) 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: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
6. Award of Contract: 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: 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: 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: Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at [www.michigan.gov/dnr](http://www.michigan.gov/dnr). Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection: 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: 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-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

REBECCA A. HUMPHRIES  
Director

BEAVER TAIL MIX (002-08-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
P. BIRCH	989.00 CORDS	\$ 14.75/CORD
BALSAM FIR	460.00 CORDS	\$ 15.00/CORD
MIX ASPEN	1059.00 CORDS	\$ 18.45/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
P. BIRCH	14.50 MBF	\$ 210.00/MBF
W. SPRUCE	53.30 MBF	\$ 43.00/MBF
MIX ASPEN	40.30 MBF	\$ 43.00/MBF
MIX HARDWD	5.40 MBF	\$ 183.00/MBF
PULPWOOD		
B. POPLAR	95.00 CORDS	\$ 6.95/CORD
W. SPRUCE	233.00 CORDS	\$ 14.25/CORD
MIX HARDWD	313.00 CORDS	\$ 12.05/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 6.87 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$3,000.00 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 may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

<u>PAYMENT</u>	<u>UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
	1	17%
	2	17%
	3	17%
	4	17%
	5	03%
	6	08%
	7	21%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on July 31, 2012.

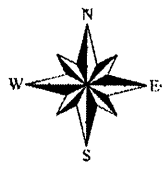


TIMBER SALE MAP

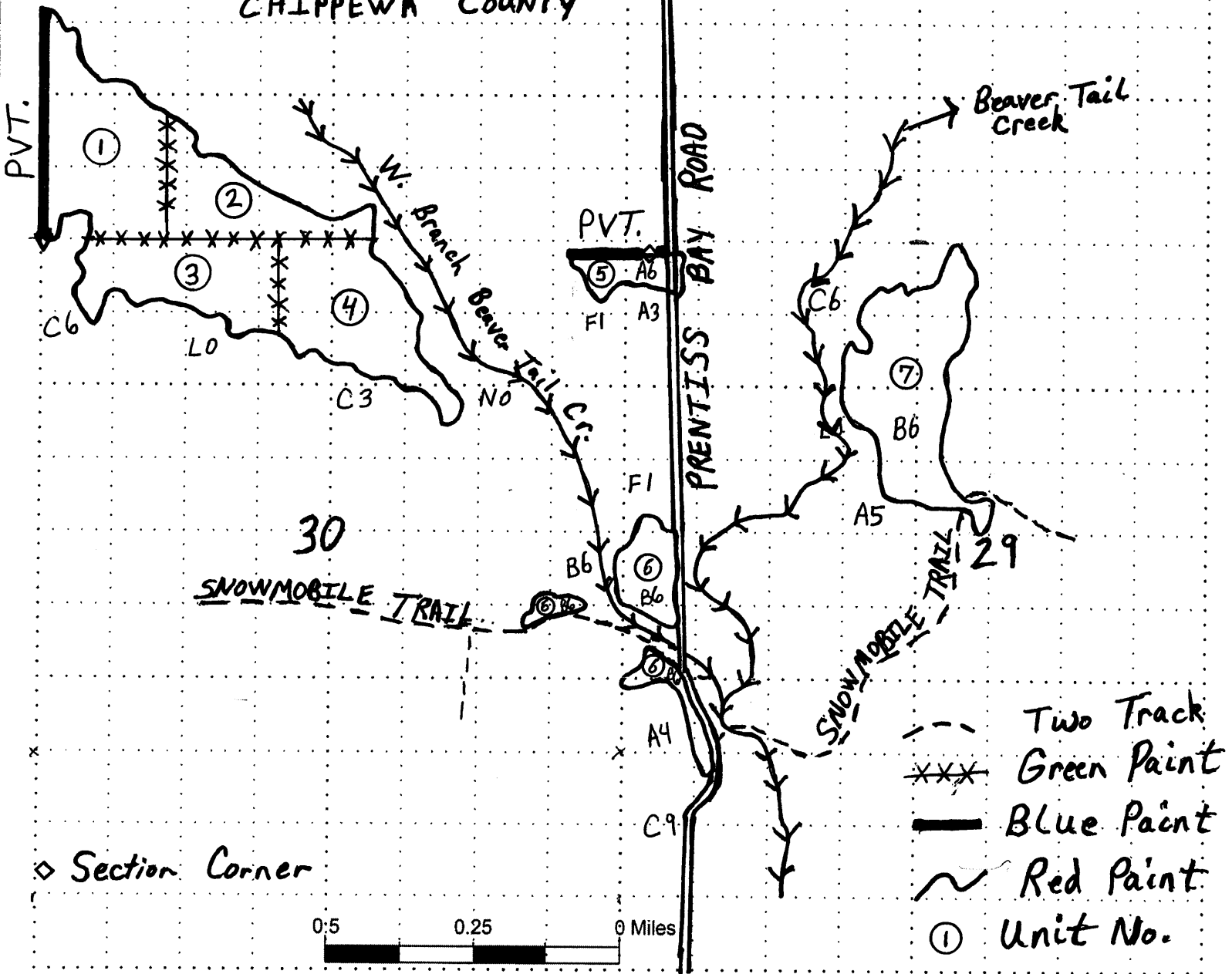
This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

Forest Management Unit <b>SAULT STE MARIE</b>		County <b>CHIPPEWA</b>	Mapped By <b>CARON / WISE</b>	Date <b>9-10-08</b>	Page <b>1</b>	of <b>1</b>
Township <b>A2N</b>	Range <b>2E</b>	Section(s) and Subdivision(s) <b>19-3/2SW</b> <b>29-EY2NW, NWNW, WY2SW 30-NEY4, NY2NW, EY2SE</b>				
Cover Type			Density			
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwoods F = Spruce Fir	G = Grass H = Hemlock J = Jack Pine K = Lowland Brush M = Mpl, Bch, Brch N = Marsh	O = Oak P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce T = Tamarack	U = Upland Brush V = Bog or Marsh W = White Pine X = Non Stocked 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	

# BEAVER TAIL MIX 180 ACRES



CHIPPEWA COUNTY



## **Sale Specific Conditions & Requirements**

**Sale Name: Beaver Tail Mix    Sale Number: 45-002-08-01**

### **1 - Sale Area**

#### **1.2 - Boundaries**

##### **1.2.1 - Painted boundaries (6/05)**

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green paint. Exterior boundary lines against private are marked with blue paint. Exterior boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. Green painted trees designating as 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 (2/04)**

Within Payment Unit(s) 1, 2, 3, 4, 6, and 7, cut all trees that are four (4) inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability except DO NOT CUT oak, pine, hemlock, yellow birch or cedar if any are found in the sale area.

##### **2.1.3 - Cut tree marked unit(s) (8/04)**

Within Payment Unit(s) 5, all sugar maple are designated for cutting when marked with yellow paint above and below stump height, regardless of merchantability. Also, DO NOT CUT any aspen marked with blue paint, oak, pine, hemlock, yellow birch or cedar.

### **3 - Payments**

#### **3.3 - Pre-measured Sales**

##### **3.3.2 - One active unit (2/04)**

Each Payment Unit must be completed to the satisfaction of the Unit Manager or their representative before the next unit may be opened. The Purchaser must give a five day notice before finishing a unit to allow for inspection.

##### **3.3.4 - Dividing payment units (7/05)**

Payment unit(s) 7 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.

#### **3.4 - Damaged Timber**

**Sale Name: Beaver Tail Mix    Sale Number: 45-002-08-01**

3.4.1 - Damaged timber (6/05)

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

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

**4 - Transportation**

**4.1 - Construction**

4.1.4 - Timber removed for construction (2/04)

Trees cut or damaged in the process of a pre-approved road, landing or skid trail construction will be decked in an area separate from wood removed from the timber sale until such time as it is scaled and paid for.

4.1.6 - Road construction (6/07)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require berms, stumps, slash and brush to be placed along the entire new road system. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

**4.2 - Maintenance**

4.2.2 - 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.

**5 - Operations**

**5.1 - Notification**



**Sale Name: Beaver Tail Mix    Sale Number: 45-002-08-01**

5.1.1 - Pre-sale conference (2/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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 (3/07)

Within Payment Unit(s) 1-7, unless changed by written agreement, cutting and skidding is limited to the period of Dec 1 to March 31. Hauling may occur at any time. This restriction is because of deer yard concerns.

**5.2.4 - Dead and Down Creation**

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

5.2.41 - Snowmobile trail protection (4/07)

The main haul road is a snowmobile trail and is shown on the Timber Sale Map. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail. Signs must be placed within 100 feet of the sale boundary at each end where hauling may occur to warn snowmobilers of truck traffic. Coordinate with the local snowmobile club for placement of signs.

**5.4 - Soil Protection**

**Sale Name: Beaver Tail Mix    Sale Number: 45-002-08-01**

5.4.1 - Rutting restriction, general (5/08)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 12 inches or greater in depth and 50 feet in length. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 6 inches or greater in depth and 50 feet in length. The Unit Manager or their representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and/or the risk of rutting has decreased.

**5.8 - Protection of Endangered Species**

5.8.5 - Protection of raptor nests (9/05)

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

5.8.7 - Protection of walking fern habitat (9/08)

If walking fern is discovered on boulders within the sale area, operations in that immediate area should be suspended and the Unit Manager contacted. The contract may be amended to protect these sites. An area surrounding the boulders could be designated as a "no-cut" zone with appropriate adjustments made to the State Forest Timber Sale Contract.

**7 - Other Conditions**

**7.3 - Contract Modifications**

**7.3.1 - Emerald Ash Borer**

7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

There is no ash or "firewood" in this sale, but it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

BOULDER CITY MIX (003-08-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
MIX ASPEN	1036.00 CORDS	\$ 18.10/CORD
MIX HARDWD	801.00 CORDS	\$ 11.95/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
W. SPRUCE	13.00 MBF	\$ 42.50/MBF
MIX ASPEN	22.20 MBF	\$ 41.00/MBF
MIX HARDWD	11.60 MBF	\$ 205.00/MBF
PULPWOOD		
P. BIRCH	65.00 CORDS	\$ 11.05/CORD
B. POPLAR	61.00 CORDS	\$ 6.85/CORD
BALSAM FIR	212.00 CORDS	\$ 15.20/CORD
W. SPRUCE	205.00 CORDS	\$ 13.60/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 14.77 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$2,000.00 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 may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	10%
2	20%
3	20%
4	20%
5	15%
6	15%
7	00%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on July 31, 2012.



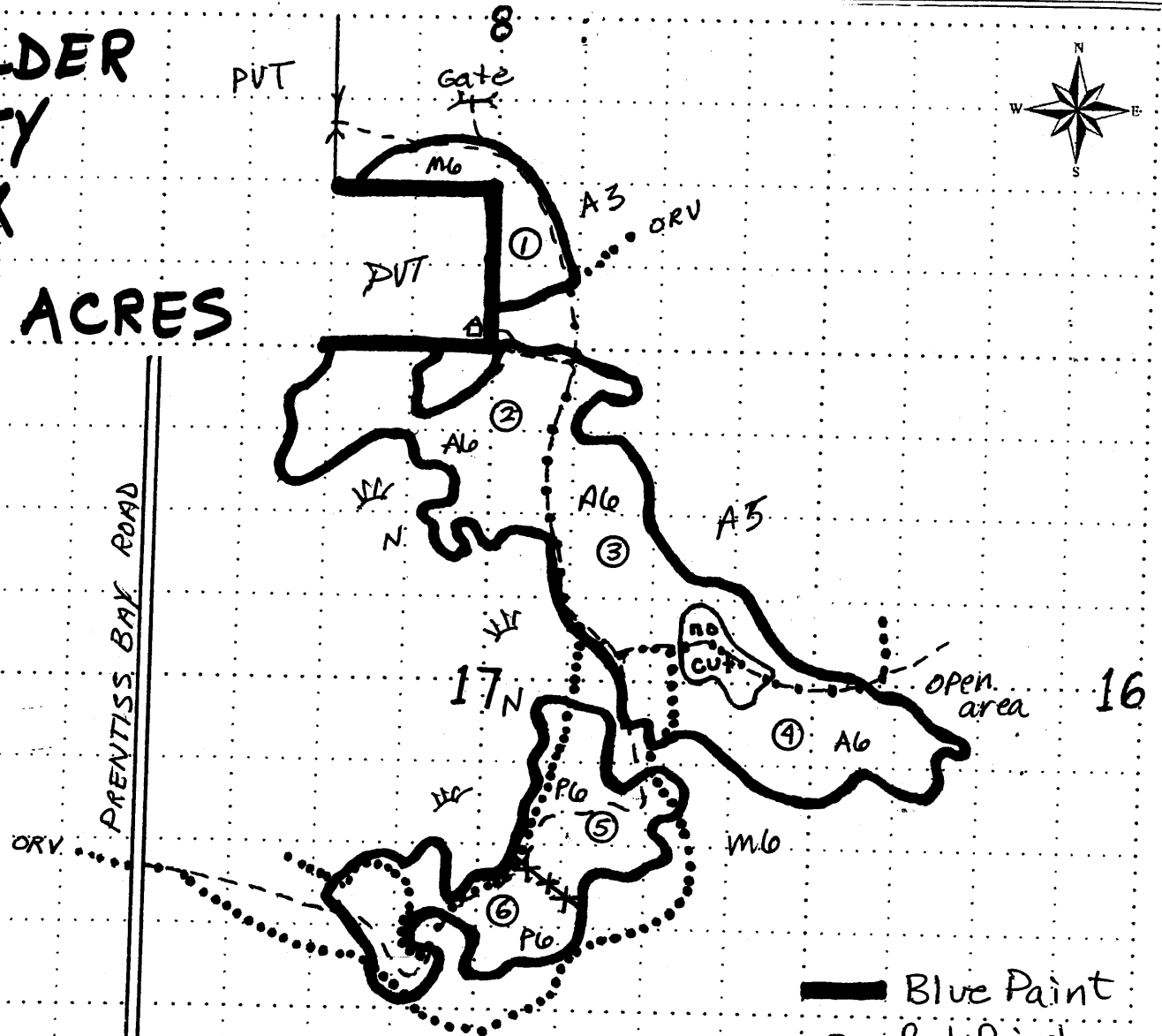
**TIMBER SALE MAP**

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

45-003-08-01 08

Forest Management Unit <b>SAULT STE MARIE</b>		County <b>CHIPPEWA</b>	Mapped By <b>J. WISC</b>	Date <b>8-29-08</b>	Page <b>1</b>	of <b>1</b>	
Township <b>A2N</b>	Range <b>2E</b>	Section(s) and Subdivision(s) <b>8 - N5W, WY2SE</b>					
		<b>16 - NWSW, SWNW 17 EY2NW, WY2NE, NWNW, SENE, SEVA</b>					
Cover Type			Density				
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwoods F = Spruce Fir	G = Grass H = Hemlock J = Jack Pine L = Lowland Brush M = Mpl, Bch, Brch N = Marsh	Q = Oak P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce T = Tamarack	U = Upland Brush V = Bog or Marsh W = White Pine X = Non Stocked 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		

**BOULDER CITY MIX**  
**202 ACRES**



Note: The two track separates U2-3-4  
No Paint Line

- Blue Paint
- Red Paint
- Green Paint
- Two Track
- Unit No.
- ORV Trail
- Wetland

## Sale Specific Conditions & Requirements

**Sale Name: Boulder City Mix    Sale Number: 45-003-08-01**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green paint. Exterior sale boundary lines against private are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The interior Payment Unit boundary between Units 5 and 6 is marked with green paint. The interior Payment Unit boundary between Units 2 & 3 and 3 & 4 is not painted; a two-track serves as the boundary between these Units. Green 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 (2/04)

Within Payment Unit(s) 2-6, cut all trees that are four (4) inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability except DO NOT CUT pine, cedar, oak, hemlock, yellow birch, juneberry, basswood, or beech. Additionally, in Units 3 & 4, DO NOT CUT white spruce, and in Units 5 & 6 DO NOT CUT white birch.

##### 2.1.3 - Cut tree marked unit(s) (8/04)

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

### 3 - Payments

#### 3.3 - Pre-measured Sales

##### 3.3.2 - One active unit (2/04)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or their representative before the next unit may be opened. The Purchaser must give a one week notice before finishing a unit to allow for inspection.

#### 3.4 - Damaged Timber

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

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

No damage is acceptable to merchantable trees. Within Unit 1, if more than 25 % of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

**4 - Transportation**

**4.2 - Maintenance**

**4.2.1 - Hauling restriction (3/07)**

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

**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. All maintenance will be done in accordance with General Condition 4.2 which requires road conditions to be better or equal to conditions prior to operations.

**5 - Operations**

**5.1 - Notification**

**5.1.1 - Pre-sale conference (2/08)**

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule the conference.

**5.1.4 - Post-sale conference (2/04)**

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 (3/07)

Within Payment Unit(s) 1-6, unless changed by written agreement, cutting is limited to the period of December 1 to March 31. This restriction is because of the deer yard.

**5.2.4 - Dead and Down Creation**

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed. Exception: All dead trees within 50' of south private property line will be cut and left on the ground.

5.2.39 - ORV trail protection (9/07)

The Birch Hill Trail is an ORV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline. The ORV trail must not be used for skidding except where it coincides with the haul road. If any operations occur outside the designated period, then warning signs must be placed at each entrance to the sale area and on haul roads to warn of logging traffic. Signs must be present during all snow free operations for the duration of the sale.

**5.4 - Soil Protection**

5.4.1 - Rutting restriction, general (5/08)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 12 inches or greater in depth and 50 feet in length. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 6 inches or greater in depth and 50 feet in length. The Unit Manager or their representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and/or the risk of rutting has decreased.

**5.8 - Protection of Endangered Species**

5.8.5 - Protection of raptor nests (9/05)

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

**Sale Name: Boulder City Mix    Sale Number: 45-003-08-01**

5.8.7 - Protection of walking fern habitat (9/08)

If walking fern is discovered on boulders within the sale area, operations in that immediate area should be suspended and the Unit Manager contacted. The contract may be amended to protect these sites. An area surrounding the boulders could be designated as a "no-cut" zone with appropriate adjustments made to the State Forest Timber Sale Contract.



FULMER LAKE MIX (004-08-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
P. BIRCH	49.10 MBF	\$ 235.00/MBF
PULPWOOD		
P. BIRCH	1330.00 CORDS	\$ 14.75/CORD
MIX ASPEN	1273.00 CORDS	\$ 18.45/CORD
MIX HARDWD	754.00 CORDS	\$ 12.15/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
W. SPRUCE	3.80 MBF	\$ 48.00/MBF
MIX ASPEN	76.60 MBF	\$ 45.00/MBF
MIX HARDWD	15.50 MBF	\$ 216.00/MBF
PULPWOOD		
BALSAM FIR	470.00 CORDS	\$ 14.85/CORD
W. SPRUCE	90.00 CORDS	\$ 14.90/CORD
B. SPRUCE	27.00 CORDS	\$ 13.90/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 7.71 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$4,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment may 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
1	18%
2	12%
3	08%
4	14%
5	10%
6	19%
7	19%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on July 31, 2012.



Michigan Department of Natural Resources - Forest, Mineral & Fire Management  
**TIMBER SALE MAP**  
 This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

Sale Number	Year
45-00A-08-01	08

Forest Management Unit <b>SAULT STE MARIE</b>	County <b>CHIPPEWA</b>	Mapped By <b>WISE / CARON</b>	Date <b>9-10-08</b>	Page <b>1</b>	of <b>1</b>
Township <b>42N</b>	Range <b>2E</b>	Section(s) and Subdivision(s) <b>26-3 1/2 SE, SWSW 35- E 1/2 SW, E 1/2 NW, NWNW, W 1/2 NE, W 1/2 SE</b>			

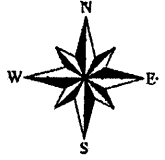
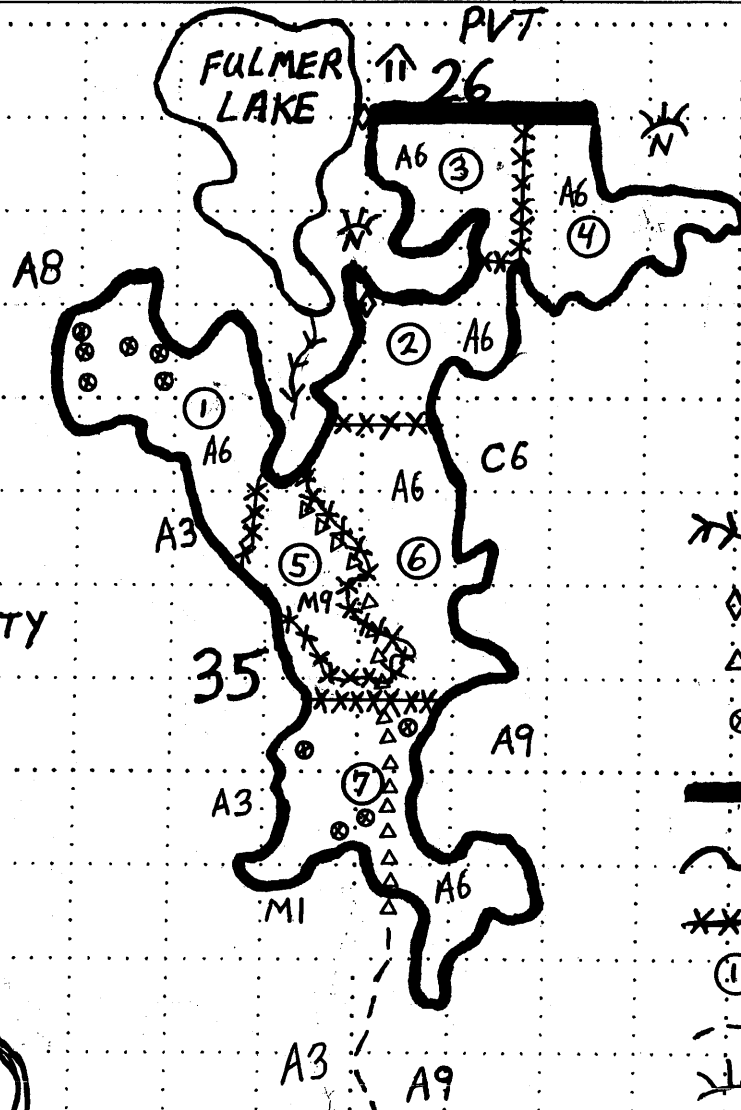
Cover Type				Density	
A = Aspen	G = Grass	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	2 = Seedling Sapling Medium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

**FULMER LAKE MIX**

**191 ACRES**

**CHIPPEWA COUNTY**

**SOUTH SPRINGER ROAD**



- ~ Intermittent Stream
- ◇ SECTION CORNER
- △ ABANDONED ROAD
- ⊗ RESERVE AREAS
- BLUE PAINT
- ~ RED PAINT
- xxx GREEN PAINT
- ① UNIT NO.
- - - TWO TRACK
- X Wetland

**M-134**

**CADOGAN POINT RD.**

0.5 0.25 0 Miles

## Sale Specific Conditions & Requirements

Sale Name: Fulmer Lake Mix Sale Number: 45-004-08-01

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green paint. Exterior boundary lines against private are marked with blue paint. Exterior boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. Green painted trees designating as interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid; Except DO NOT CUT GREEN PAINTED TREES SURROUNDING UNIT 5.

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.1 - Clearcut unit(s) with unmerchantable trees (2/04)

Within Payment Unit(s) 1, 2, 4, 6, and 7, cut all trees that are four (4) inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability except DO NOT CUT oak, pine, hemlock, ironwood, yellow birch or cedar if any are found in the sale area.

Within Payment Unit 3, cut all trees trees that are (4) or more inches in diameter measured at a point of four and on-half (4 1/2) feet above ground level regardless of merchantability except DO NOT CUT any maple, beech, oak, pine, hemlock, ironwood, yellow birch and cedar.

##### 2.1.3 - Cut tree marked unit(s) (8/04)

Within Payment Unit(s) 5, are designated for cutting when marked with yellow paint above and below stump height, regardless of merchantability.

##### 2.1.10 - Leave trees (2/04)

In UNITS 1, 2, 4, 6, and 7 leave two healthy, white birch trees (6 inch or greater DBH) per acre where it exists.

##### 2.1.13 - Reserve areas (6/07)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are marked with red paint and identified on the timber sale map. The Purchaser shall not cut live or dead trees or fell trees within reserve areas.

#### 2.2 - Utilization

##### 2.2.4 - Skidding length (2/04)

Skidding of unlimbed tops or lengths over 17 feet is not permissible within Unit 5, unless approved by the Unit Manager or their representative.

### **3 - Payments**

#### **3.3 - Pre-measured Sales**

##### 3.3.2 - One active unit (2/04)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or their representative before the next unit may be opened. The Purchaser must give a five day notice before finishing a unit to allow for inspection.

##### 3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1, 6, and 7 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.

#### **3.4 - Damaged Timber**

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

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

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

### **4 - Transportation**

#### **4.1 - Construction**

##### 4.1.4 - Timber removed for construction (2/04)

Trees cut or damaged in the process of a pre-approved road, landing or skid trail construction will be decked in an area separate from wood removed from the timber sale until such time as it is scaled and paid for.

##### 4.1.6 - Road construction (6/07)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require berms, stumps, slash and brush to be placed along the entire new road system. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### **4.2 - Maintenance**

##### 4.2.2 - 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.

#### **4.4 - Access**

##### 4.4.1 - Private property access (8/04)

Permission for access across private land is the responsibility of the purchaser. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

### **5 - Operations**

#### **5.1 - Notification**

##### 5.1.1 - Pre-sale conference (2/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule the conference.

##### 5.1.4 - Post-sale conference (2/04)

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.

###### 5.2.2.2 - Snag tree creation (1) (2/04)

Trees marked with a yellow X within U5 must be girdled by making two saw cuts, 2 inches deep completely around the tree. The tree must be left standing.

##### **5.2.3 - Operating Restrictions**

###### 5.2.3.1 - Operating restrictions (3/07)

**Sale Name: Fulmer Lake Mix    Sale Number: 45-004-08-01**

Within Payment Unit(s) 2, 3, and 4, unless changed by written agreement, cutting and skidding is limited to the period of Dec 1 to March 31. Units 1, 5, 6, and 7 can be cut from October 1st to March 31st. Hauling may occur at any other time. This restriction is because of deer yard concerns.

**5.2.4 - Dead and Down Creation**

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

**5.4 - Soil Protection**

5.4.1 - Rutting restriction, general (5/08)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 12 inches or greater in depth and 50 feet in length. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 6 inches or greater in depth and 50 feet in length. The Unit Manager or their representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and/or the risk of rutting has decreased.

**5.8 - Protection of Endangered Species**

5.8.5 - Protection of raptor nests (9/05)

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

5.8.7 - Protection of walking fern habitat (9/08)

If walking fern is discovered on boulders within the sale area, operations in that immediate area should be suspended and the Unit Manager contacted. The contract may be amended to protect these sites. An area surrounding the boulders could be designated as a "no-cut" zone with appropriate adjustments made to the State Forest Timber Sale Contract.

**7 - Other Conditions**

**7.3 - Contract Modifications**

**7.3.1 - Emerald Ash Borer**

7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

There is no ash or "firewood" in this sale, but it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

CHUCKY'S CHOICE (005-08-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
P. BIRCH	414.00 CORDS	\$ 14.95/CORD
BALSAM FIR	513.00 CORDS	\$ 15.00/CORD
W. SPRUCE	290.00 CORDS	\$ 14.90/CORD
MIX ASPEN	959.00 CORDS	\$ 18.45/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
P. BIRCH	1.60 MBF	\$ 237.00/MBF
W. SPRUCE	19.00 MBF	\$ 47.00/MBF
MIX ASPEN	18.40 MBF	\$ 45.00/MBF
MIX HARDWD	.50 MBF	\$ 210.00/MBF
PULPWOOD		
MIX HARDWD	298.00 CORDS	\$ 12.45/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 9.45 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$2,000.00 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 may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	27%
2	20%
3	26%
4	27%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on July 31, 2012.



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

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

Sale Number	Year
45-005-08-01	08
Date	Page of
9-10-08	1   1

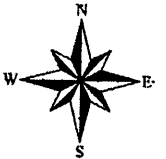
Forest Management Unit	County	Mapped By
Sault Ste. Marie	Chippewa	CARON
Township	Range	Cruised By
42 N	2 E	LANNING
Section(s) and Subdivision(s)		
34 - NW 1/4, W 1/2 NE, N 1/2 SE, NE SW, NWSE		

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

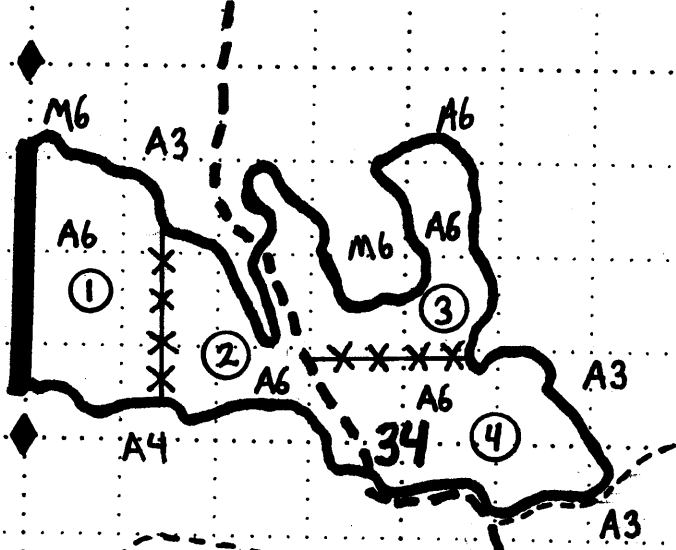
# CHUCKY'S CHOICE

## CHIPPEWA COUNTY

### 125 ACRES

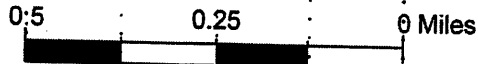


PRIVATE



- BLUE PAINT
- RED PAINT
- GREEN PAINT
- SECTION CORNER
- TWO TRACK
- UNIT #

\* Note: South Springer Road is the unit boundary between 2, 3, & 4. No Green Paint exists.



Cadogan Pt. Road

33

35

M-134

SOUTH SPRINGER ROAD



## Sale Specific Conditions & Requirements

**Sale Name: Chucky's Choice    Sale Number: 45-005-08-01**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green paint. Exterior boundary lines against private are marked with blue paint. Exterior boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint or are a road. Green painted trees designating as 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 (2/04)

Within Payment Unit(s) 1, 2, 3, and 4, cut all trees that are four (4) inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability except DO NOT CUT oak, pine, hemlock, yellow birch or cedar if any are found in the sale area. In addition, trees identified in accordance with 2.1.10 - Leave Trees, within clearcutting unit boundaries, are not included timber and are to be protected.

##### 2.1.10 - Leave trees (2/04)

In units 1-4 leave a minimum of two healthy, white birch trees (6 inches or greater DBH) per acre where it exists.

### 3 - Payments

#### 3.3 - Pre-measured Sales

##### 3.3.2 - One active unit (2/04)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or their representative before the next unit may be opened. The Purchaser must give a five day notice before finishing a unit to allow for inspection.

#### 3.4 - Damaged Timber

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

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

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

## **4 - Transportation**

### **4.1 - Construction**

#### 4.1.4 - Timber removed for construction (2/04)

Trees cut or damaged in the process of a pre-approved road, landing or skid trail construction will be decked in an area separate from wood removed from the timber sale until such time as it is scaled and paid for.

#### 4.1.6 - Road construction (6/07)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require berms, stumps, slash and brush to be placed along the entire new road system. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

### **4.2 - Maintenance**

#### 4.2.2 - 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.

## **5 - Operations**

### **5.1 - Notification**

#### 5.1.1 - Pre-sale conference (2/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (2/04)

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 (3/07)

Within Payment Unit(s) 1-4, unless changed by written agreement, cutting and skidding is limited to the period of Dec 1 to March 31. Hauling may occur at any other time. This restriction is because of deer yard concerns.

**5.2.4 - Dead and Down Creation**

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

**5.4 - Soil Protection**

5.4.1 - Rutting restriction, general (5/08)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 12 inches or greater in depth and 50 feet in length. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 6 inches or greater in depth and 50 feet in length. The Unit Manager or their representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and/or the risk of rutting has decreased.

**5.8 - Protection of Endangered Species**

5.8.5 - Protection of raptor nests (9/05)

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

5.8.7 - Protection of walking fern habitat (9/08)

If walking fern is discovered on boulders within the sale area, operations in that immediate area should be suspended and the Unit Manager contacted. The contract may be amended to protect these sites. An area surrounding the boulders could be designated as a "no-cut" zone with appropriate adjustments made to the State Forest Timber Sale Contract.

**7 - Other Conditions**

**7.3.1 - Emerald Ash Borer**

7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

There is no ash or "firewood" in this sale, but it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

BEAVER TAIL MIX (002-08-01)  
 T42N, R02E, SEC. 19, S1/2 SW1/4.  
 T42N, R02E, SEC. 30, NE1/4, N1/2 NW1/4, E1/2 SE1/4.  
 T42N, R02E, SEC. 29, E1/2 NW1/4, NWNW1/4, W1/2 SW1/4.  
 CHIPPEWA COUNTY

In response to the notice of sale to be held 10:00 a.m. on June 29, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME* = VALUE</u>
<u>PULPWOOD</u>			
P. BIRCH	\$ 14.75/CORD	\$ _____ X	989.00 CORDS = \$ _____
BALSAM FIR	\$ 15.00/CORD	\$ _____ X	460.00 CORDS = \$ _____
MIX ASPEN	\$ 18.45/CORD	\$ _____ X	1059.00 CORDS = \$ _____
SUBTOTAL 1			\$ _____

In addition, the successful bidder agrees to purchase the following species at the appraised price:

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
<u>SAWLOGS</u>			
P. BIRCH	\$ 210.00/MBF	14.50 MBF	= \$ 3,045.00
W. SPRUCE	\$ 43.00/MBF	53.30 MBF	= \$ 2,291.90
MIX ASPEN	\$ 43.00/MBF	40.30 MBF	= \$ 1,732.90
MIX HARDWD	\$ 183.00/MBF	5.40 MBF	= \$ 988.20
<u>PULPWOOD</u>			
B. POPLAR	\$ 6.95/CORD	95.00 CORDS	= \$ 660.25
W. SPRUCE	\$ 14.25/CORD	233.00 CORDS	= \$ 3,320.25
MIX HARDWD	\$ 12.05/CORD	313.00 CORDS	= \$ 3,771.65
SUBTOTAL 2			\$ 15,810.15

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ \_\_\_\_\_

\*These volumes are statistically estimated within plus (+) or minus (-) 6.87%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

\_\_\_\_\_ (bidder's printed name)                      \_\_\_\_\_ (bidder's signature)

Address/Telephone \_\_\_\_\_  
 THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
 WITHIN 21 DAYS OF SALE AWARD



FOR DEPARTMENT USE ONLY	
Sale or Permit No	
Year:	Type:
Forest Area:	

**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.*

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

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

Please Check Appropriate Categories:

- My business is organized as (you must check one of the boxes below):
  - Sole Proprietorship (individual)
  - Partnership
  - Corporation
- You must check one of the boxes below:
  - 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.
  - 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).
  - 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.
- If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. (       )	
City	State	Zip + 4	

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

BOULDER CITY MIX (003-08-01)  
 T42N, R02E, SEC. 08, NESW, W1/2SE.  
 T42N, R02E, SEC. 16, NWSW, SWNW.  
 T42N, R02E, SEC. 17, E1/2NW, W1/2NE, NWNW, SENE.  
 T42N, R02E, SEC. 17, SE1/4.  
 CHIPPEWA COUNTY

In response to the notice of sale to be held 10:00 a.m. on June 29, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
<u>PULPWOOD</u>				
MIX ASPEN	\$ 18.10/CORD	\$ _____ X	1036.00 CORDS	= \$ _____
MIX HARDWD	\$ 11.95/CORD	\$ _____ X	801.00 CORDS	= \$ _____
SUBTOTAL 1				\$ _____

In addition, the successful bidder agrees to purchase the following species at the appraised price:

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
<u>SAWLOGS</u>			
W. SPRUCE	\$ 42.50/MBF	13.00 MBF	= \$ 552.50
MIX ASPEN	\$ 41.00/MBF	22.20 MBF	= \$ 910.20
MIX HARDWD	\$ 205.00/MBF	11.60 MBF	= \$ 2,378.00
<u>PULPWOOD</u>			
P. BIRCH	\$ 11.05/CORD	65.00 CORDS	= \$ 718.25
B. POPLAR	\$ 6.85/CORD	61.00 CORDS	= \$ 417.85
BALSAM FIR	\$ 15.20/CORD	212.00 CORDS	= \$ 3,222.40
W. SPRUCE	\$ 13.60/CORD	205.00 CORDS	= \$ 2,788.00
SUBTOTAL 2			\$ 10,987.20

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ \_\_\_\_\_

\*These volumes are statistically estimated within plus (+) or minus (-) 14.77%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

\_\_\_\_\_  
 (bidder's printed name)

\_\_\_\_\_  
 (bidder's signature)

Address/Telephone \_\_\_\_\_

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
 WITHIN 21 DAYS OF SALE AWARD



FOR DEPARTMENT USE ONLY	
Sale or Permit No	
Year:	Type:
Forest Area:	

**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.*

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

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

Please Check Appropriate Categories:

- My business is organized as (you must check one of the boxes below):
  - Sole Proprietorship (individual)
  - Partnership
  - Corporation
- You must check one of the boxes below:
  - 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.
  - 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).
  - 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.
- If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. (       )	
City	State	Zip + 4	

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



FULMER LAKE MIX (004-08-01)  
 T42N, R02E, SEC. 35, E1/2NW, NWNW, W1/2NE, W1/2SE.  
 T42N, R02E, SEC. 35, E1/2SW.  
 T42N, R02E, SEC. 26, SWSW, S1/2SE.  
 CHIPPEWA COUNTY

In response to the notice of sale to be held 10:00 a.m. on June 29, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
<b>SAWLOGS</b>				
P. BIRCH	\$ 235.00/MBF	\$ _____ X	49.10 MBF	= \$ _____
<b>PULPWOOD</b>				
P. BIRCH	\$ 14.75/CORD	\$ _____ X	1330.00 CORDS	= \$ _____
MIX ASPEN	\$ 18.45/CORD	\$ _____ X	1273.00 CORDS	= \$ _____
MIX HARDWD	\$ 12.15/CORD	\$ _____ X	754.00 CORDS	= \$ _____
SUBTOTAL 1				\$ _____

In addition, the successful bidder agrees to purchase the following species at the appraised price:

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
<b>SAWLOGS</b>			
W. SPRUCE	\$ 48.00/MBF	3.80 MBF	= \$ 182.40
MIX ASPEN	\$ 45.00/MBF	76.60 MBF	= \$ 3,447.00
MIX HARDWD	\$ 216.00/MBF	15.50 MBF	= \$ 3,348.00
<b>PULPWOOD</b>			
BALSAM FIR	\$ 14.85/CORD	470.00 CORDS	= \$ 6,979.50
W. SPRUCE	\$ 14.90/CORD	90.00 CORDS	= \$ 1,341.00
B. SPRUCE	\$ 13.90/CORD	27.00 CORDS	= \$ 375.30
SUBTOTAL 2			\$ 15,673.20
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____			

\*These volumes are statistically estimated within plus (+) or minus (-) 7.71%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

\_\_\_\_\_  
 (bidder's printed name)

\_\_\_\_\_  
 (bidder's signature)

Address/Telephone \_\_\_\_\_

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
 WITHIN 21 DAYS OF SALE AWARD



FOR DEPARTMENT USE ONLY	
Sale or Permit No	
Year:	Type:
Forest Area:	

**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.*

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

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Please Check Appropriate Categories:

1. My business is organized as (you must check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You must check one of the boxes below:
  - A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you must indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. (       )	
City	State	Zip + 4	

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TIMBER SALE / SEALED BID  
 STATE OF MICHIGAN / DNR

SAULT STE. MARIE MANAGEMENT UN  
 SAULT STE. MARIE

CHUCKY'S CHOICE (005-08-01)  
 T42N, R02E, SEC. 34, NW1/4, W1/2 NE, N1/2 SE, .  
 T42N, R02E, SEC. 00, NESW, NWSE.  
 CHIPPEWA COUNTY

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<u>PULPWOOD</u>				
P. BIRCH	\$ 14.95/CORD	\$ _____ X	414.00 CORDS	= \$ _____
BALSAM FIR	\$ 15.00/CORD	\$ _____ X	513.00 CORDS	= \$ _____
W. SPRUCE	\$ 14.90/CORD	\$ _____ X	290.00 CORDS	= \$ _____
MIX ASPEN	\$ 18.45/CORD	\$ _____ X	959.00 CORDS	= \$ _____
			SUBTOTAL 1	\$ _____

In addition, the successful bidder agrees to purchase the following species at the appraised price:

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
<u>SAWLOGS</u>			
P. BIRCH	\$ 237.00/MBF	1.60 MBF	= \$ 379.20
W. SPRUCE	\$ 47.00/MBF	19.00 MBF	= \$ 893.00
MIX ASPEN	\$ 45.00/MBF	18.40 MBF	= \$ 828.00
MIX HARDWD	\$ 210.00/MBF	.50 MBF	= \$ 105.00
<u>PULPWOOD</u>			
MIX HARDWD	\$ 12.45/CORD	298.00 CORDS	= \$ 3,710.10
			SUBTOTAL 2 \$ 5,915.30
SUBTOTAL 1 + SUBTOTAL 2 =			TOTAL BID VALUE \$ _____

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 (bidder's printed name)

\_\_\_\_\_  
 (bidder's signature)

Address/Telephone \_\_\_\_\_

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
 WITHIN 21 DAYS OF SALE AWARD



FOR DEPARTMENT USE ONLY	
Sale or Permit No	
Year:	Type:
Forest Area:	

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

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3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full Time Employees

\_\_\_\_\_ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. (       )	
City	State	Zip + 4	

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date