

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

TIMBER SALE PROSPECTUS (4416)

SCHEDULED SALE DATE AND TIME: 10:00AM on June 27, 2011.

LOCATION: SAULT STE MARIE MGMT UNIT, 2001 ASHMUN, SAULT STE MARIE, MI 49783.

PROSPECTUS NOTE: THESE SALES ARE LOCATED ON DRUMMOND ISLAND. 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, **SAULT STE MARIE MANAGEMENT UNIT**, for certain timber on the following described lands:

RAINY DAY ASPEN (45-001-10-01) / T42N, R07E, SEC.22, SWSW, SESE.

T42N, R07E, SEC.26, SWNW, W1/2SW.

T42N, R07E, SEC.27, N1/2NW, NE1/4, E1/2SE.

T42N, R07E, SEC.28, NENE 21 SESE.

CHIPPEWA COUNTY (Advertised Price \$35,767.60), 180.0 Acres

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

DEER YARD ASPEN (45-008-10-01) / T41N, R05E, SEC.05, E1/2SW, SE1/4.

T41N, R05E, SEC.08, NENE.

T41N, R05E, SEC.09, NWNW.

CHIPPEWA COUNTY (Advertised Price \$6,661.20), 69.0 Acres

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

DRY LAKE ASPEN (45-011-10-01) / T42N, R06E, SEC.25, S1/2SE.

T42N, R06E, SEC.26, E1/2NE, NE1/4, NESW.

T42N, R06E, SEC.36, NWNE, E1/2SW, NWSE, SWNE.

CHIPPEWA COUNTY (Advertised Price \$21,183.50), 125.0 Acres

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

BID INSTRUCTIONS (VER. 02/24/2011):

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

Bids must be received by the Unit Manager, SAULT STE MARIE OFFICE, 2001 ASHMUN, SAULT STE MARIE, MI 49783, no later than 10:00AM on June 27, 2011. For further information concerning this sale, contact Karen Rodock at 906-635-5281.

2. Bidder's Qualifications (1/11)

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 DNRE/FMD 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 (1/11)

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) 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 (1/11)

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

9. Timber Sale Contract (1/11)

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

the included timber by the termination date.

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

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

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

11. Certification and Chain-of-Custody (1/11)

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

RODNEY STOKES Director

TIMBER SALE INFORMATION

RAINY DAY ASPEN (45-001-10-01)

T42N, R07E, SEC.22; T42N, R07E, SEC.26; T42N, R07E, SEC.27; T42N, R07E, SEC.28.

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

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADV	ERTISED PRICE
Pulpwood			
Balsam Fir	672.00 Cords	\$	12.50 / Cord
Mixed Aspen	1,444.00 Cords	\$	11.65 / Cord
W. Spruce	627.00 Cords	\$	13.60 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,017.80:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Mixed Aspen	14.90 MBF	\$	26.00 / MBF
W. Spruce	11.50 MBF	\$	40.00 / MBF
Pulpwood			
B. Poplar	68.00 Cords	\$	4.80 / Cord
Paper Birch	108.00 Cords	\$	7.00 / Cord
Tamarack	8.00 Cords	\$	11.00 / Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 8.40 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 **\$1,800.00** 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	16%
02	16%
03	16%
04	16%
05	12%
06	12%
07	12%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2014.

Sale Specific Conditions & Requirements

Sale Name: Rainy Day Aspen Sale Number: 45-001-10-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red, and green paint. Do not cut painted boundary and payment unit line trees.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

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

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1-7 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.

No damage is acceptable to merchantable trees. Within the sale area, 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

4.1 - 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 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. All stumps, slash, and debris from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. This debris must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads. 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. 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 (12/08)

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

5.1.4 - Post-sale conference (9/09)

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.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, operations are limited to dry and forzen conditions only. This restriction is because of sensitive soils.

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. In addition, hollow and den trees shall not be cut unless they present a safety hazard.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Sheep Ranch / Glen Cove Rd without permission of the County.

5.2.39 - ORV trail/route protection (1/09)

Parts of the haul road in Unit 4 and the route to Units 1 and 2 are ORV trail and must be signed at both ends to warn of logging traffic before operations begin.

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 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 30 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at each end to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. Coordinate with the snowmobile club and the DNR for obtaining signs if needed.

Section Name: Sale Specific Current as of 5/26/2011 9:31:56AM

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 45-001-10-01

10 Forest Management Unit County Mapped By 11115 C Page Chippelia Cruised By Armstrong,
Section(s) and Subdivision(s) 21 3 23 5 Sault Ste Marie 5-17-10 Township Range NENE EVZSE 42 N 22-SESE, SWSW 7E 26-SWNW, WYZSW, 27-NEX4 N/ZNW **Cover Type** Density A = Aspen B = Paper Birch O = Oak U = Upland Brush G = Grass 0 = Non Stocked 5 = Pole Timber Medium 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
3 = Seedling Sapling Well 7 = Saw Timber Poor D = Treed Bog = Lowland Brush R = Red Pine X = Non Stocked 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 CHIPPEWA : COUNTY: RAINEY DAY ASPEN DRUMMOND 13LAND 180 ACRES Lake Huron A3 Glen Cove Beach Area Blue Paint Red Paint Green Paint = Good Gravel Road Two track ORV Trail Snow Trail

0 Miles

0.25

TIMBER SALE INFORMATION

DEER YARD ASPEN (45-008-10-01)

T41N, R05E, SEC.05; T41N, R05E, SEC.08; T41N, R05E, SEC.09. CHIPPEWA COUNTY (Advertised Price \$6,661.20)

CHIPPEVVA COUNTY (Advertised Price \$6,661.20)

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

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Balsam Fir	52.00 Cords	\$	13.00 / Cord
Mixed Aspen	379.00 Cords	\$	10.90 / Cord
Paper Birch	102.00 Cords	\$	7.70 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,068.70:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	AD\	ERTISED PRICE
Pulpwood			
B. Poplar	52.00 Cords	\$	5.10 / Cord
Mixed Hardwood	30.00 Cords	\$	7.85 / Cord
W. Spruce	40.00 Cords	\$	14.20 / Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 13.36 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 \$400.00 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 74%

01 74% 02 26%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2013.

Sale Specific Conditions & Requirements

Sale Name: Deer Yard Aspen Sale Number: 45-008-10-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by blue and red paint. Do not cut painted boundary line trees.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 1 and 2, cut all trees that are four (4) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Do not cut cedar, pine, or oak.

2.2 - Utilization

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1 and 2, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

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 back 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 stumps and slash from road building and landing construction must be reserved to obliterate any newly constructed roads upon completion of the sale. These stumps must be scattered, with slash, along the road.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager. The restriction may occur during spring breakup or wet weather conditions. Permission from the Quarry is required to haul on the Quarry Road.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

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

5.1.4 - Post-sale conference (9/09)

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 (12/08)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are 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.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the Quarry Road prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted along the Quarry Road road where trucks are entering to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 5/26/2011 9:39:47AM

	Michigan Departme	ent of Natural Resources	& Environment - F	orest Management Div	ision Sale N	umber	Year
DNRE	777.		SALE MAP		45	-008-10-01	2010
Forest Management Unit	(<i>iion provided by authorit</i> y County	Mapped By	PA 451, as amended.	Date	Page	of of
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1	ange RSE	Section(s) and Subdivision $5 SEY4 E$	on(s)	3 NENE		UNW	
14170	Cove	er Type	23W			Density	
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C → Cedar	H = Hemlock J = Jack Pine	P = Lowland Poplar Q = Mixed Swamp Cnfr	V = Bog or Mars W = White Pine	2 = Seedlin	ig Sapling Poor ig Sapling Medium		r
E = Swamp Hdwoods	L = Lowland Brush M = Mpl, Bch, Brch	R = Red Pine S = Black Spruce	X = Non Stocked Z = Water	3 Seedlin 4 = Pole Ti	ig Sapling Well mber Poor	8 = Saw Timber Med 9 = Saw Timber Wel	
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TIMBER SALE INFORMATION

DRY LAKE ASPEN (45-011-10-01)

T42N, R06E, SEC.25; T42N, R06E, SEC.26; T42N, R06E, SEC.36. CHIPPEWA COUNTY (Advertised Price \$21,183.50)

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

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Aspen	1,593.00 Cords	\$	9.95 / Cord
W. Spruce	407.00 Cords	\$	7.10 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,443.45:

ESTIMATED VOLUME*	<u>ADV</u>	ERTISED PRICE
33.50 MBF	\$	19.00 / MBF
12.40 MBF	\$	23.00 / MBF
87.00 Cords	\$	8.45 / Cord
99.00 Cords	\$	1.80 / Cord
104.00 Cords	\$	5.85 / Cord
	33.50 MBF 12.40 MBF 87.00 Cords 99.00 Cords	33.50 MBF \$ 12.40 MBF \$ 87.00 Cords \$ 99.00 Cords \$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 10.17 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 **\$1,200.00** 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	10%
02	12%
03	26%
04	4%
05	24%
06	24%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 07/31/2014.

Sale Specific Conditions & Requirements

Sale Name: Dry Lake Aspen Sale Number: 45-011-10-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is 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. Payment Unit boundaries are marked with green paint. Do not cut painted boundary line trees.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 1-6, cut all trees that are four (4) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability.

EXCEPTIONS:

Within payment units 1-4, DO NOT CUT oak, hemlock, pine, ironwood, basswood, yellow birch, beech, and trees marked in yellow paint.

Within payment units 5-6, DO NOT CUT oak, hemlock, pine, ironwood, basswood, yellow birch, beech, and sugar maple over 12" dbh (diameter at breast height).

2.1.9 - Harvest exception (12/08)

Do not cut any cedar trees other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing cedar and to leave an intact stand upon sale completion. All cut cedar shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative. Stumpage price for cedar shall be \$38.00 per cord for pulpwood, and \$160.00 per cord for bolts 8" and up.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

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

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

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (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 stumps, tops, and slash to be placed along the entire length of new road. These roads must be rendered impassable to cars, trucks, and ORV's. If the old haul road is to be used to access Unit 3 the road must be blocked with stumps, tops, and slash the first 200 yards off of the Second Lake Road. Also, the purchaser must use an old trail (as identified on the timber sale map) to access Unit 1 of the timber sale. This will minimize damage to a hardwood stand East of Unit 1. Contact the sale administrator for specific details of design and placement.

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

Road work must be completed to Units 1 & 5 prior to beginning of harvest operations. A minimum of 200 yards of gravel must be used to fill in holes and wet areas that exist during the timber sale operation. Contact the sale administrator for placement of the gravel. Purchaser may utilize the gravel pit along Second Lake Road, West of this timber sale.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

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

5.1.4 - Post-sale conference (9/09)

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 (12/08)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling is limited to the period of October 1st - March 31st. This restriction is due to 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.

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

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

5.2.39 - ORV trail/route protection (1/09)

An ORV trail and route is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline. Equipment is allowed to run down the ORV trail on the West side of Unit 4 to access the timber. No decking is allowed along the ORV trail. If the trail is used to access Unit 4 a small spur is required to allow decking off of the ORV trail. Upon completion of Unit 4 stumps, slash, and tops must be placed from Second Lake Road to where the ORV trail begins to prohibit vehicular movement. Warning signs must be placed on both ends of the trail before harvest operations begin.

5.2.41 - Snowmobile trail protection (8/09)

A snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. 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. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. Warning signs must be placed on both ends of the trail before harvest operations begin.

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 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 his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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

Section Name: Sale Specific Current as of 5/26/2011 1:27:01PM

Forest Management Unit Sault Ste. Marie C Section(s) and Subordinens(s) Section(s) and Section(s) and Subordinens(s) Section(s) and Section(s)	,	DNR	*	TIMBER	rces - Forest, Mineral & Fir SALE MAP Part 525 of Act 451, PA 19	•	Sale Number	01 Year 2018
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ASPEN ISTAND	•	B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwoods	G = Grass H = Hemlock J = Jack Pine L = Lowland Brush M = Mpl, Bch, Brch	O = Oak P = Lowland Poplar Q = Mixed Swamp Chir R = Red Pine S = Black Spruce	V = Bog or Marsh W = White Pine X = Non Stocked	1 = Seedling Sapling 2 = Seedling Sapling 3 = Seedling Sapling	5 = Pole 1 g Poor 6 = Pole 1 g Medium 7 = Saw 1 g Well 8 = Saw 1	Гіmber Well Гіmber Роог Гіmber Medium
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BID FORM

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

RAINY DAY ASPEN (45-001-10-01)

T42N, R07E, SEC.22; T42N, R07E, SEC.26; T42N, R07E, SEC.27; T42N, R07E, SEC.28; CHIPPEWA COUNTY

In response to the notice of sale to be held 10:00AM on June 27, 2011, 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 VOLUME*	<u> </u>	ADVERTISED PRICE	BID PR	<u>ICE</u>
Pulpwood					
Balsam Fir	672.00 Cords	\$	12.50 / Cord	\$	/ Cord
Mixed Aspen	1,444.00 Cords	\$	11.65 / Cord	\$	/ Cord
W. Spruce	627.00 Cords	\$	13.60 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,017.80:

ESTIMATED VOLUME*		ADVERTISED PRICE	
14.90	MBF	\$	26.00 / MBF
11.50	MBF	\$	40.00 / MBF
68.00	Cords	\$	4.80 / Cord
108.00	Cords	\$	7.00 / Cord
8.00	Cords	\$	11.00 / Cord
	14.90 11.50 68.00 108.00	14.90 MBF 11.50 MBF 68.00 Cords 108.00 Cords	14.90 MBF \$ 11.50 MBF \$ 108.00 Cords \$ 108.00 Cords \$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 8.40 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.

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:	State:	Zip:				
ا IF AVAIL	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual	dual or company representative's signature: Date:						
Phone nu	ımber :	Email	(optional):				



Title

Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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:

1.	 My business is organized as (you must check one of the boxe Sole Proprietorship (individual) Partnership Corporation 	es below):			
^					
2.	 You must check one of the boxes below: A. I certify that my business is a sole proprietorship and it has Worker's Compensation Laws. 	no employees but the sole proprietor. I am not subject to the			
		Worker's Compensation Act through the use of an approved copy of the Notice of Exclusion within 21 days of the contract I the Worker's Compensation Bureau at 517-322-1195).			
	C. I certify that my business has a Worker's Compensation Podays of the contract award.	licy. I will provide an original Certificate of Insurance within 21			
3.	 If you have checked item 2(A) or 2(B), you must indicate the than yourself, including family members and active partners (i 				
	Full-time Employees	Part-time Employees			
Vam	Name of Business Fed	eral ID (or) Social Security No.			
Addr	Address Tele (ephone)			
City	City State ZIP				
	hereby certify that the above information is true and correct. I a occur in factors affecting my coverage during any of my present a				
S	Signature of Owner or Authorized Representative				

Date

PRODUCTS & SPECIES

Phone number:

Pulpwood

BID FORM

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

BID PRICE

DEER YARD ASPEN (45-008-10-01)

T41N, R05E, SEC.05; T41N, R05E, SEC.08; T41N, R05E, SEC.09; CHIPPEWA COUNTY

ADVERTISED PRICE

In response to the notice of sale to be held 10:00AM on June 27, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

ESTIMATED VOLUME*

Balsar	n Eir	52.00	Corde	¢	13.00 / Cord	¢	/ Cord	
	Aspen	379.00		\$	10.90 / Cord	Ψ	/ Cord / Cord	
	•			\$		Φ		
Paper	Birch	102.00	Cords	\$	7.70 / Cord	Φ	/ Cord	
In addition,	the successful bidder	agrees to purchase	the following spe	ecies at th	e indicated advertise	ed price for a to	otal value of \$1,068.7	0:
	S & SPECIES	ESTIMATED	VOLUME*	AD'	VERTISED PRICE			
Pulpwood								
B. Pop	olar	52.00	Cords	\$	5.10 / Cord			
	Hardwood	30.00	Cords	\$	7.85 / Cord			
W. Spi	ruce	40.00	Cords	\$	14.20 / Cord			
understand	nd that any or all bids r I that consideration an and staffing subject to	d awarding a contrac	-					
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	Company or individua	l bidding:						
	Company representati	ve's name:						
	Address:							
	City:	State		_ Zip:				
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individual c	or company representa	ative's signature:				Date:		

Email (optional):



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

days of the contract award.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> 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

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

Full-time Employees

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

lame of Business		Federal ID (or) Social Security No.		
Address		Telephone		
		()		
City	State	ZIP		

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

Signature of Owner or Authorized Representative		
Title	Date	

Part-time Employees

PRODUCTS & SPECIES

Mixed Aspen

W. Spruce

Pulpwood

BID FORM

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

BID PRICE

_____ / Cord

DRY LAKE ASPEN (45-011-10-01)

T42N, R06E, SEC.25; T42N, R06E, SEC.26; T42N, R06E, SEC.36; CHIPPEWA COUNTY

\$

\$

ADVERTISED PRICE

9.95 / Cord

7.10 / Cord

In response to the notice of sale to be held 10:00AM on June 27, 2011, 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 \$2,443.45:

ESTIMATED VOLUME*

1,593.00 Cords

407.00 Cords

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	ADV	ERTISED PRICE		
Sawlogs						
Mixed Aspen	33.50		\$	19.00 / MBF		
W. Spruce	12.40	MBF	\$	23.00 / MBF		
Pulpwood	07.00	Oranda	•	0.45 / 0		
Balsam Fir	87.00		\$	8.45 / Cord		
Mixed Hardwood	99.00 104.00		\$	1.80 / Cord		
Paper Birch	104.00	Cords	\$	5.85 / Cord		
*The volumes are statistically estimated			-			o
adjustment. Prospective bidders are u	rged to examin	e this timber and to	make t	heir own estimate	s of quantity and quality.	
I understand that any or all bids may be understand that consideration and awa equipment and staffing subject to my consideration. FEDERAL ID:Company or individual bidding the constant of the cons	ontrol.	t will be based upo	on my pa	st performance a	nd ability to complete the contract bas	
Company representative's n	ame:					
Address:					_	
City:	State	<u>:</u>	Zip:			
IF AVAILABLE, PLEASE PLACE THE	PERSONALIZE	ED LABEL FROM `	YOUR P	ROSPECTUS IN	THE ABOVE BOX.	
Individual or company representative's	signature:				_ Date:	_
Phone number :		Email (or	otional):			



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and

Signature of Owner or Authorized Representative

Title

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: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation You must check one of the boxes below: A. 🔲 I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone City State ZIP I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

Date