

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #4769

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on November 5, 2012. LOCATION: SAULT STE MARIE MGMT UNIT, 2001 ASHMUN, SAULT STE MARIE, MI 49783.

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

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

GOGOMAIN SPRUCE (45-009-12-01) / T43N, R02E, SEC. 22, SW1/4.

T43N, R02E, SEC. 27, NE/4.

Chippewa County, Advertised Price \$22,599.30, 71.0 Acres

SALE NOTE: Sale contains numerous strips/rows of plantation spruce amongst areas of advanced regeneration. NOTE: NO red line exists between the cut rows and regeneration within the sale. Producer must be careful to work within the cut rows and to not damage the advanced regeneration while harvesting. SALE WILL BE BID PER ACRE.

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

<u>TIGHTROPE TAMARACK</u> (45-010-11-01) / T44N, R01E, SEC. 17, NE1/4,E1/2NW. Chippewa County, Advertised Price \$45,746.85, 100.0 Acres

SALE NOTE: Operating restrictions of Jan. 1 to March 31 due to wet ground conditions. Depending on access into the timber sale a DEQ stream crossing permit may be required. Permit application and approval will be done by the DNR forester.

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

BID INSTRUCTIONS (VER. 02/13/2012):

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 10:00 a.m. (local time) on November 5, 2012. For further information concerning this sale, contact Jason Caron at 906-635-5281 extension 2.

2. Bidder's Qualifications (2/12)

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

3. Preparation of Sealed Bids (1/11)

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

4. Submission of Sealed Bids (6/11)

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

5. Public Opening of Sealed Bids (1/11)

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

9. Timber Sale Contract (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 (10/11)

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 Pure and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

KEITH CREAGH Director

TIMBER SALE INFORMATION

GOGOMAIN SPRUCE (45-009-12-01)

T43N, R02E, SEC. 22; T43N, R02E, SEC. 27.

Chippewa County (Advertised Price \$22,599.30)

SALE NOTE: Sale contains numerous strips/rows of plantation spruce amongst areas of advanced regeneration. NOTE: NO red line exists between the cut rows and regeneration within the sale. Producer must be careful to work within the cut rows and to not damage the advanced regeneration while harvesting. SALE WILL BE BID PER ACRE.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. 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 UNITS* ADVERTISED PRICE

Pulpwood

Mixed Softwood 71.00 Acres \$ 318.30 / Acre

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

01

40%

02

40%

02 40% 03 20%

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

^{*} The total volume is statistically estimated within plus (+) or minus (-) 23.95 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

Sale Specific Conditions & Requirements

Sale Name: Gogomain Spruce Sale Number: 45-009-12-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. Do not cut painted boundary line and unit line trees.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) 1-3, cut all white, black, and norway spruce, and balsam fir 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. In addition, operations are only permitted within the spruce rows to be cut. No operations are allowed within the regeneration areas except as approved for skidding and decking by the sale administrator.

2.1.9 - Harvest exception (12/08)

Do not cut any trees except spruce 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 regenerating cut strips from previous operations, and to leave an intact stand upon sale completion. All cut trees other than spruce 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. The price of scaled wood shall be set at the average for Mixed Hardwood, \$23.22 per cord.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

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

Within the sale area, if more than 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 \$300.00 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% 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.

3.6 - Payment Unit Cutting Schedule

3.6.2 - One active unit (12/08)

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

4 - Transportation

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the sale administrator. The restriction may occur during spring breakup or wet weather conditions.

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

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 sale administrator must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (6/11)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.4 - 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.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Sand Ridge Road.

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 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.

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.

Section Name: Sale Specific Current as of 9/20/2012 11:26:49AM

This info. Forest Management Unit SAULT SE MARIE Township 43 N 2E	Section(s) and Subdivision(s 22 - Sw/4 Over Type 0 = Oak P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce T = Tamarack	ALE MAP Part 525, 1994 PA 451, as Mapped By J, W15 Cruised By J, W15 27 - NE /4 U = Upland Brush V = Bog or Marsh W = White Pine X = Non Stocked Z = Water	0 = Non Stocked 1 = Seedling Sapling Pool 2 = Seedling Sapling Med 3 = Seedling Sapling Wed 4 = Pole Timber Poor	Density 5 = Pole Timber Medium or 6 = Pole Timber Well dium 7 = Saw Timber Poor
1	71 ACR	ES	A h 200P4	ia County.
/ :	(nch		·	
1				
	F6: U2	~ -1		
	FULL ROWS			
1 FG	no out zone		· · · · · · · · · · · · · · · · · · ·	
Spruce !	Sprie			
		5		
M-48 THREE MILE	S, E. SAND			
······		D11	PVT	
		611		
		81 F6-	Spruce J.	
		117	Strips :	7-13
Blue		5		
				· · · · · · · · · · · · · · · · · · ·
				3
	3			
· · · · · · · · · · · · · · · · · · ·				
		.25 Miles :		
BLUE: Red HITT Green A: Survey Corne two tracks	FG-Strip. U2 S, E. SAND	RIDGE	Spruce Strips	3

TIMBER SALE INFORMATION

TIGHTROPE TAMARACK (45-010-11-01)

T44N, R01E, SEC. 17.

Chippewa County (Advertised Price \$45,746.85)

SALE NOTE: Operating restrictions of Jan. 1 to March 31 due to wet ground conditions. Depending on access into the timber sale a DEQ stream crossing permit may be required. Permit application and approval will be done by the DNR forester.

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 UNITS*	ADV	ERTISED PRICE
Pulpwood			
Balsam Fir	69.00 Cords	\$	16.50 / Cord
Black Spruce	428.00 Cords	\$	15.25 / Cord
Paper Birch	239.00 Cords	\$	11.60 / Cord
Tamarack	1,354.00 Cords	\$	24.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,594.35:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood			
B. Poplar	33.00 Cords	\$	5.50 / Cord
Mixed Aspen	8.00 Cords	\$	17.25 / Cord
Mixed Hardwood	22.00 Cords	\$	12.05 / Cord
W. Spruce	35.00 Cords	\$	28.85 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 8.49 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$3,200.00 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:

(o) i dyment for each of the following diffic in	dot be made before eatting begins in that ant.
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	59%
02	41%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 07/31/2016.

Sale Specific Conditions & Requirements

Sale Name: Tightrope Tamarack Sale Number: 45-010-11-01

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. Do not cut painted boundary line trees.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

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 except; DO NOT CUT pine, cedar, hemlock, yellow birch, elm and oak if it exists within the sale. ALSO, leave two healthy, mature tamarack trees (8 inches or greater DBH) per acre where it exists within Units 1 and 2. ALSO, within Unit 2, DO NOT CUT Maple.

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 posts and pulpwood, and \$160.00 per cord for bolts and sawlogs.

2.2 - Utilization

2.2.11 - Chipping restriction (2/11)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. Also, 25% of harvested tops must remain on the sale and are not to be chipped.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1 and 2 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. 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

4.1.5 - Culverts (9/11)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained

by the DNR. NOTE: Culverts must be removed by the producer once the sale is completed.

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. NOTE: A haul road will be permitted between Units 1 and 2. Contact the sale administrator for design and placement.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require stumps, slash, tops and rocks to be scattered along the entire length of new road. These roads must be rendered impassable to all vehicular traffic. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.1.11 - Permits (2/12)

The DNR will secure any necessary stream crossing permits that may be required. The purchaser must give the DNR a 90 day notice before operations begin to allow for DEQ permit application and approval.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or soft ground conditions.

4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the Pennington Road after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.4 - Access

4.4.1 - Private property access (3/11)

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 (10/11)

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

5.1.4 - Post-sale conference (6/11)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the

period of January 1 to March 31. This restriction is due to wet ground conditions.

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.

5.2.17 - Crane Mats/Timber Mats (9/11)

Some roads or skid trails may require extra protection such as that afforded by Crane Mats/Timber Mats. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette OSC and the Grayling Field Office. Contact the sale administrator for specific details. A timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$125.00 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads 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 8 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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

7 - Other Conditions

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and 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.

Section Name: Sale Specific Current as of 4/24/2012 4:31:09PM

Michigan Department of Natural Resources & Environment - Forest Management Division	Sale Number Year
ONRE TIMBER SALE MAP	
This information provided by authority of Part 525, 1994 PA 451, as amended. Forest Management Unit County Mapped By CARD 1	
	Date Page of
Township Range Section(s) and Subdivision(s)	1-12-11 1 1
44 N IE 17 - NE 14	
Cover Type	Density
A = Aspen G = Grass O = Oak U = Upland Brush 0 = Non Stocked B = Paper Birch H = Hemlock P = Lowland Poplar V = Bog or Marsh 1 = Seedling Saplin	5 = Pole Timber Medium
C Cedar J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 2 = Seedling Saplin	ng Medium 7 = Saw Timber Poor
E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 4 = Pole Timber Po	
F = Spruce Fir N = Marsh Tamarack	
TICUTOSO TAMADA	C I N
TIGHTROPE TAMARA	CK
100 1000	
100 ACRES	š s
CHII	PEWA
	UNTY
	·
:	
GRAVEL ROAD CO	PRIVATE
GRAVEL KOAD CO.	
O SECTION CORNER	
① UNIT # T6	1: : : : :
RED PAINT	
BLUE PAINT PRIVATE	7介
The Stream	STATE
$\mathbf{x}^{\mathbf{x}}$	
	•
E. 21 MILE ROAD	Q .
	ROAD
:·····································	
	PENNINGTON
	15 : : :
	3
0.5 0.25 O Miles	PE

PRODUCTS & SPECIES

Mixed Softwood

Pulpwood

BID FORM

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

BID PRICE

\$ / Acre

GOGOMAIN SPRUCE (45-009-12-01) T43N, R02E, SEC. 22; T43N, R02E, SEC. 27, Chippewa County

ADVERTISED PRICE

318.30 / Acre

In response to the notice of sale to be held 10:00 a.m. (local time) on November 5, 2012, 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.

* The total volume is statistically estimated within plus (+) or minus (-) 23.95 percent. The estimated units are final and not subject to adjustment.

ESTIMATED UNITS*

71.00 Acres

rstand that consideration and a	warding a contract will be ba	<u> </u>	must be bid or the bid form may be ance and ability to complete the co	•
ment and staffing subject to m	y control.			
FEDERAL ID:	or SOCIAL	SECURITY NUMBER:		
Company or individual bid	dding:		<u></u>	
Company representative'	s name:			
Address:				
City:	State:	Zip:		
L /AILABLE, PLEASE PLACE TH	HE PERSONALIZED LABEL	FROM YOUR PROSPECT	US IN THE ABOVE BOX.	
	e's signature:		Date:	

Phone number :_____ Email (optional):____



Title

Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

	VERIFICATION OF WORKER'S I	DISABILI	LITY 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 si	signatures.		
Ple	ase 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.	 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. 				
	than yourself, including family members and active	e partner	ers (if none, you must enter "0") Part-time Employees		
Nam	e of Business		Federal ID (or) Social Security No.		
Address			Telephone ()		
City	State		ZIP		
000	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				

Date

BID FORM

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

TIGHTROPE TAMARACK (45-010-11-01) T44N, R01E, SEC. 17, Chippewa County

In response to the notice of sale to be held 10:00 a.m. (local time) on November 5, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATE</u>	UNITS*	ADV	ERTISED PRICE	BID P	RICE
Pulpwood						
Balsam Fir	69.00	Cords	\$	16.50 / Cord	\$	/ Cord
Black Spruce	428.00	Cords	\$	15.25 / Cord	\$	/ Cord
Paper Birch	239.00	Cords	\$	11.60 / Cord	\$	/ Cord
Tamarack	1,354.00	Cords	\$	24.90 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,594.35:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Pulpwood			
B. Poplar	33.00 Cords	\$	5.50 / Cord
Mixed Aspen	8.00 Cords	\$	17.25 / Cord
Mixed Hardwood	22.00 Cords	\$	12.05 / Cord
W. Spruce	35.00 Cords	\$	28.85 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 8.49 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:			
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:					
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	1 YOUR PROSPECTUS IN 1	THE ABOVE BOX.		
ndividual	ndividual or company representative's signature: Date:					
Phone nu	ımber :	Email (optional):			



Address

City

Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.				
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be su days of the contract award and prior to the issuance of the timber sale contract.	ubmitted within 21			
•	All Information must be typed or printed except for written signatures.				
Ple	Please Check Appropriate Categories:				
1.	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.	2. You must check <u>one</u> of the boxes below:				
	A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am Worker's Compensation Laws.	n not subject to the			
	B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the under Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 d award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517.	ays of the contract			
	C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of I days of the contract award.	nsurance within 21			
3.	3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time entry than yourself, including family members and active partners (if none, you must enter "0").	employees, other			
	Full-time Employees Part-time E	mployees			
Nan	Name of Business Federal ID (or) Social Security No.				

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Telephone

ZIP

Signature of Owner or Authorized Representative

Title Date

State