

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #4890**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on May 20, 2013. 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:

SIMS POINT ASPEN (45-004-12-01) / T42N, R05E, SEC. 19, SESE.

T42N, R05E, SEC. 20, SW1/4.

Chippewa County, Advertised Price \$22,645.50, 100.0 Acres

SALE NOTE: Purchaser is responsible for obtaining access thru private land, review timber sale specification 4.4.1. Also, within unit 3 no harvesting can occur from April 15 thru July 15 due to bark slippage concerns, review timber sale specification 5.2.3.3.

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.

OTTO MACK HARDWOOD (45-011-12-01) / T42N, R06E, SEC. 26, W1/2NW.

T42N, R06E, SEC. 27, NE1/4,E1/2NW,N1/2SE,NESW.

Chippewa County, Advertised Price \$30,533.32, 163.0 Acres

SALE NOTE: Bark slippage restriction on timber sale, no harvesting from April 15 to July 15, review specification 5.2.3.3. ALSO, producer is required to apply a minimum of 400 yards of gravel to fill holes on roads that lead into the sale, review specification 4.1.8, Road Work.

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.

RAINBOW RIDGE ASPEN (45-002-11-01) / T42N, R06E, SEC. 29, E1/2SW, SENW, SWNE, NWSE. Chippewa County, Advertised Price \$9,576.50, 58.0 Acres

SALE NOTE: A historical site occurs on the haul road into this sale, review the timber sale map for location and review timber sale specification 5.7.1. DNR forester must be contacted before road work/improvements can be done going into this timber sale.

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.

BASS LAKE ASPEN (45-018-11-01) / T41N, R07E, SEC. 15, SESE.

T41N, R07E, SEC. 22, NE1/4, NW1/4, NESE.

T41N, R07E, SEC. 23, SWNW, NWSW.

Chippewa County, Advertised Price \$35,679.15, 229.0 Acres

SALE NOTE: Cutting is limited to October 1 to March 31 due to deer yard concerns. Review operating restriction specification 5.2.3.1. ALSO, review specification 2.1.9, Harvest exception,

regarding cedar cutting within the timber sale.

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.

#### BID INSTRUCTIONS (VER. 03/08/2013):

#### 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 May 20, 2013. 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 (10/12)

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

the included timber by the 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 (3/13)

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 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

KEITH CREAGH
Director

#### TIMBER SALE INFORMATION

#### SIMS POINT ASPEN (45-004-12-01)

T42N, R05E, SEC. 19; T42N, R05E, SEC. 20.

Chippewa County (Advertised Price \$22,645.50)

SALE NOTE: Purchaser is responsible for obtaining access thru private land, review timber sale specification 4.4.1. Also, within unit 3 no harvesting can occur from April 15 thru July 15 due to bark slippage concerns, review timber sale specification 5.2.3.3.

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	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Aspen	924.00 Cords	\$	18.65 / Cord
Paper Birch	214.00 Cords	\$	12.10 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,823.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	VERTISED PRICE
Sawlogs			
Red Oak	3.80 MBF	\$	240.00 / MBF
Sugar Maple	1.70 MBF	\$	428.00 / MBF
Pulpwood			
Mixed Hardwood	16.00 Cords	\$	8.20 / Cord
Mixed Softwood	87.00 Cords	\$	12.10 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.04 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of **\$1,200.00** 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	25%
02	12%
03	32%
04	31%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2016.

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

Sale Name: Sims Point Aspen Sale Number: 45-004-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (10/12)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and/or green paint. The painted boundary line trees are not Included Timber and are to be protected. 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. 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 (8/11)

Within Payment Unit(s) 1, 2, & 4, 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 oak, maple, ironwood, hemlock, cedar, pine, and yellow birch if present.

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

Within Payment Unit(s) 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Do not cut any other trees.

#### 2.2 - Utilization

#### 2.2.10 - No chipping tops and limbs (12/08)

Within Payment Unit(s) 1-4, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

#### 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 Unit 3, if more than 5% of trees (> 4.5" DBH) within the unit 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

#### 4.1 - 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 5 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows. No road improvement will be allowed into Unit 3.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. Stumps and brush from road building must be placed along the entire length of new road to make it impassable by any wheeled vehicles. 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 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.

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The 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.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 3, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 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.

#### 5.4 - 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.

#### 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 4/1/2013 2:50:51PM



nship

Hemlock

Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

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

45-004-12-01

Density

2012

est Management Unit Marie

County

O = Oak

Mapped By WISE Cruised By WISE

Sale Number

Page of

Aspen

Range 5E Chippewa |Cr Section(s) and Subdivision(s) 19-SESE

20 Cover Type

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

Paper Birch Cedar Treed Bog Swamp Hardwoods Spruce/Fir Grass

J = Jack Pine K = Rock L = Lowland Brush

P = Lowland Poplar Q = Mixed Swamp Conifer LM = Lowland Mix Forest R = Red Pine
M = Maple, Beech, Birch S = Black Spruce MC = Mixed Conifer T = Tamarack MD = Mixed Deciduous N = Marsh

V = Bog or Marsh W = White Pine X = Non Stocked Y = Sand Z = Water

U = Upland Brush

UM = Upland Mix Forest

SIMS POINT ASPEN 100 ACRES Chippewa Count Drummond Island F4 AG. (1) Ale S. 60 Storg Blue Paint Red Paint Green Paint Dirt Road 0:5 0.25 0 Miles Sarrevi Comper

Page 9 of 34

#### TIMBER SALE INFORMATION

#### OTTO MACK HARDWOOD (45-011-12-01)

T42N, R06E, SEC. 26; T42N, R06E, SEC. 27.

Chippewa County (Advertised Price \$30,533.32)

SALE NOTE: Bark slippage restriction on timber sale, no harvesting from April 15 to July 15, review specification 5.2.3.3. ALSO, producer is required to apply a minimum of 400 yards of gravel to fill holes on roads that lead into the sale, review specification 4.1.8, Road Work.

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	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Sugar Maple	31.60 MBF	\$	435.40 / MBF
Pulpwood			
Mixed Aspen	145.00 Cords	\$	14.65 / Cord
Mixed Hardwood	1,472.00 Cords	\$	9.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$77.63:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>adve</u>	ERTISED PRICE
Sawlogs			
Beech	2.30 MBF	\$	33.75 / MBF

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.00 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 \$2,500.00 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:

, ,	5 5
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	47%
02	20%
03	5%
04	22%
05	6%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 10/31/2017.

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

Sale Name: Otto Mack Hardwood Sale Number: 45-011-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (10/12)

The sale boundary and Payment Unit boundaries within units 1-5 are marked and identified by red and green paint. Exterior sale boundary lines against state are marked with red paint. Payment Unit boundaries are marked with green paint. Do not cut red painted boundary line trees. Green painted trees designating as an interior Payment Unit boundary are only to be cut if they are also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

#### 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 1-5. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

#### 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1-5, all wood must be removed by roundwood. No chipping is permitted.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1,2,4 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 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.

#### 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 3 day notice before finishing a unit to allow for inspection.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other designated timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

#### 4.1.6 - Road construction (1/09)

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.

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

Road work on the E. Neven's Road and the road into the timber sale is required prior to or during harvest operations. A minimum of 400 yards of gravel is required to fill holes that exist. NOTE: The ORV trail that runs East/West from Unit 4 to Unit 5 can only be improved to the SE corner of Unit 4, the remainder of the trail cannot be improved. Contact the sale administrator for placement of the gravel. Purchaser may utilize the gravel pits along the E. Neven's Road.

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

#### 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 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.

#### 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 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 prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 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.

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1-5, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is due to rutting concerns within the hardwood stand.

#### 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 or route and 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 or route as the centerline.

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

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. No decking of forest products will be permitted along the snowmobile trail from December 1st to March 31st.

#### 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.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on the snowmobile trail and ORV route prior to beginning operations. The road must be posted at appropriate distances from the sale area 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.

#### 7 - Other Conditions

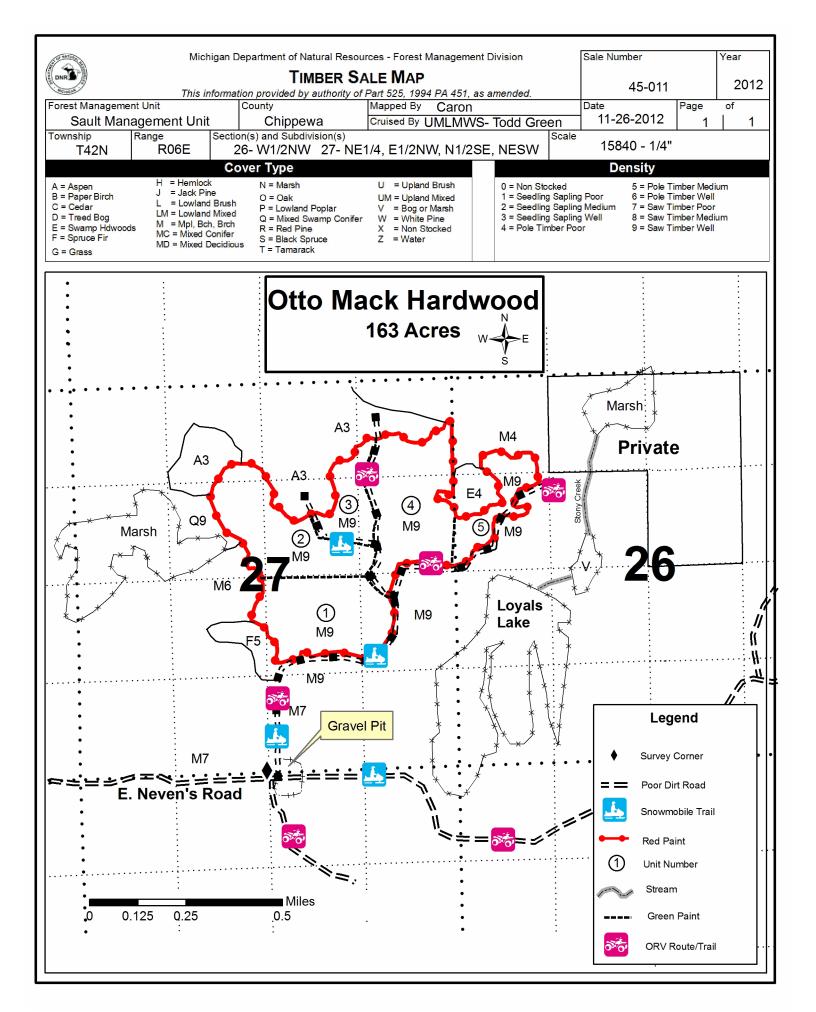
#### 7.3 - Contract Modifications

#### 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 3/19/2013 4:07:56PM



#### TIMBER SALE INFORMATION

#### RAINBOW RIDGE ASPEN (45-002-11-01)

T42N, R06E, SEC. 29.

Chippewa County (Advertised Price \$9,576.50)

SALE NOTE: A historical site occurs on the haul road into this sale, review the timber sale map for location and review timber sale specification 5.7.1. DNR forester must be contacted before road work/improvements can be done going into this timber sale.

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*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Mixed Aspen	30.00 MBF	\$	30.40 / MBF
Pulpwood			
Balsam Fir	108.00 Cords	\$	12.75 / Cord
Mixed Aspen	340.00 Cords	\$	15.70 / Cord
W. Spruce	157.00 Cords	\$	9.00 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$536.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADVI</u>	ERTISED PRICE
Pulpwood			
B. Poplar	31.00 Cords	\$	5.05 / Cord
Paper Birch	51.00 Cords	\$	7.45 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.20 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:**

PAYMENT UNIT NUMBER

1. A bond in the amount of \$700.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.

PERCENT OF TOTAL SALE VALUE

- 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:

01 50% 02 50%

- 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: Rainbow Ridge Aspen Sale Number: 45-002-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (10/12)

The sale boundary is marked and identified by blue and red paint. Interior Payment Unit boundaries are marked with green paint. Do not cut painted boundary line trees. Green painted trees designated as an Interior Payment Unit boundary may 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 (4/09)

Within Payment Unit(s) 1 & 2, 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 cedar, pine, hemlock, and any hardwoods except white birch.

#### 2.2 - Utilization

#### 2.2.11 - Chipping restriction (2/11)

If chipping occurs on this sale, then one third to one sixth of tops must be left on site.

#### 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. 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 reserve 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. No road construction will be allowed near historical site. See specification 5.7.1 for more details and review timber sale map for location.

#### 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 other debris from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. The stumps, slash, and 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 by the sale administrator. 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 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 (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.

#### 5.2.4 - 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 equipement and weather conditions result in rutting of roads which is 12 inches or greater in depth and 50 feet in length. Operations are to cease immediately if equipment and weather conditions result in rutting of 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.

#### 5.7 - Protection of Historical Sites

#### 5.7.1 - Historical sites (7/12)

The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are outside of the sale area but are next to the access road into the sale (see map for details). The Purchaser shall protect historical sites from damage by the Purchaser's operations. If Purchaser's operations have cut or damaged historical sites through carelessness, the Purchaser shall pay \$4,000 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. No road improvements will be allowed near or around the historical site. Contact the sale administrator for more details.

#### 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 3/12/2013 12:36:01PM

Michigan 🛓	Michigan De		urces & Environment - Forest	Management Division	Sale Number	Year
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Forest Management Ur	nit	County	hority of Part 525, 1994 PA 45	o1, as amended. いらど	Date	Page of
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A= Aspen B = Paper Birch	G = Grass H = Hemlock	O = Oak P = Lowland Poplar		0 = Non Stocked 1 = Seedling Sapling	Poor 6 = Pole T	imber Medium imber Well
C= Cedar D = Treed Bog	J = Jack Pine L = Lowland Brus	Q = Mixed Swamp ( sh R = Red Pine	Cnfr W = White Pine X = Non Stocked	2 = Seedling Sapling 3 = Seedling Sapling	Medium 7 = Saw T	imber Poor imber Medium
E = Swamp Hdwoods F = Spruce Fir	M = Mpl, Bch, Br N = Marsh	rch S = Black Spruce T = Tamarack	Z = Water	4 = Pole Timber Poo	or 9= Saw T	
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#### TIMBER SALE INFORMATION

#### BASS LAKE ASPEN (45-018-11-01)

T41N, R07E, SEC. 15; T41N, R07E, SEC. 22; T41N, R07E, SEC. 23.

Chippewa County (Advertised Price \$35,679.15)

SALE NOTE: Cutting is limited to October 1 to March 31 due to deer yard concerns. Review operating restriction specification 5.2.3.1. ALSO, review specification 2.1.9, Harvest exception, regarding cedar cutting within the timber sale.

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*	<b>ADVE</b>	RTISED PRICE
Pulpwood			
Mixed Aspen	2,474.00 Cords	\$	13.15 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,146.05:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	<u> 'ERTISED PRICE</u>
Pulpwood			
B. Poplar	22.00 Cords	\$	4.95 / Cord
Balsam Fir	142.00 Cords	\$	9.10 / Cord
Mixed Hardwood	49.00 Cords	\$	10.65 / Cord
W. Spruce	162.00 Cords	\$	7.55 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.80 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 \$2,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	15%
02	19%
03	16%
04	15%
05	10%
06	14%
07	11%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 07/31/2017.

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

Sale Name: Bass Lake Aspen Sale Number: 45-018-11-01

#### 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 any boundary trees.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-7, 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 merchantabilityexcept: In Units 3-7, DO NOT CUT pine, oak, hemlock, white and yellow birch.

In Unit 1 and 2, DO NOT CUT pine, hemlock, oak, maple, white and yellow birch, and elm or ash if any is found. Within the sale area leave a mature aspen and white spruce randomly throughout. "Mature" is at least 12 inches in diamter. A few every acre is sufficient.

#### 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 groves 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 \$180.00 per cord for bolts and sawlogs.

#### 2.2 - Utilization

#### 2.2.10 - No chipping tops and limbs (12/08)

Within Payment Unit(s) 1-7, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1-6 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 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

#### 4.1 - 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. These roads must be rendered impassable to cars, trucks, and ATVs. 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, as well as any slash and debris from landing and road constructuon. If units 3-6 are not completed in one season, then the road must be blocked at the entrance until the sale is active once more. This will require a large earthen berm coverd with logs and debris. 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 by the sale administrator. The restriction may occur during Spring Breakup or wet weather conditions.

#### 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 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.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1-7, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of October 1 to March 31. This restriction is because of the deer yard. Skidding and hauling may resume in dry weather conditions during Spring Breakup if necessary, and are within load restrictions.

#### 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 Bass Cove 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 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.

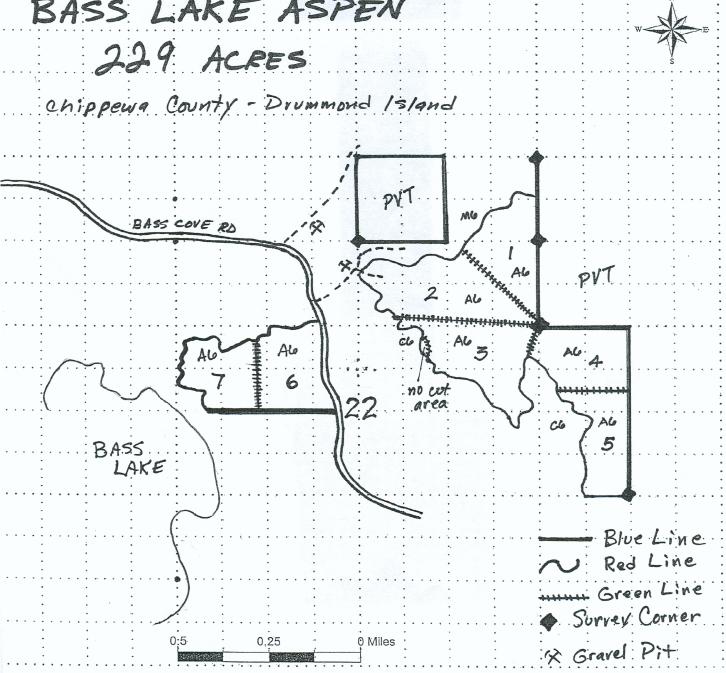
#### 5.8 - Protection of Endangered Species

#### 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 1/6/2012 2:50:56PM

	Michigan Departn	nent of Natural Resources		nagement Division	Sale Nur		Year
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PRODUCTS & SPECIES

Mixed Aspen

Paper Birch

Pulpwood

#### **BID FORM**

ADVERTISED PRICE

18.65 / Cord

12.10 / Cord

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

**BID PRICE** 

### SIMS POINT ASPEN (45-004-12-01) T42N, R05E, SEC. 19; T42N, R05E, SEC. 20, Chippewa County

\$

In response to the notice of sale to be held 10:00 a.m. (local time) on May 20, 2013, 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 \$2,823.50:

ESTIMATED UNITS\*

924.00 Cords

214.00 Cords

PRODUC Sawlogs	TS & SPECIES	ESTIMATE	O UNITS*	ADV	ERTISED PRICE		
Red (	Oak	3.80	MBF	\$	240.00 / MBF		
Suga	r Maple	1.70	MBF	\$	428.00 / MBF		
Pulpwood	ı						
Mixed	d Hardwood	16.00	Cords	\$	8.20 / Cord		
Mixed	d Softwood	87.00	Cords	\$	12.10 / Cord		
	l volume is statistically estimat ve bidders are urged to exami		. ,			ed units are final and not subject to adjuand quality.	ustment.
understan		ding a contrac	t will be based upo	on my p	oast performance a	e bid or the bid form may be rejected. Ind ability to complete the contract base	
	Company or individual biddin	g:				_	
	Company representative's na	ıme:					
	Address:					_	
	City:	State	:	Zip:			
IF AVAILA	ABLE, PLEASE PLACE THE F	PERSONALIZE	ED LABEL FROM	YOUR	PROSPECTUS IN	THE ABOVE BOX.	
Individual	or company representative's	signature:				_ Date:	_

Phone number: Email (optional):



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

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

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

Ple	ease Check Appropriate Categories:
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation
2.	You <b>must</b> check <u>one</u> of the boxes below:
	A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
	<ul> <li>B.</li></ul>
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").
	Full-time Employees Part-time Employees
Nam	ne of Business Federal ID (or) Social Security No.
Add	Telephone ( )
City	State ZIP
000	ereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that our in factors affecting my coverage during any of my present and future operations.
7	Title Date

#### **BID FORM**

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

#### OTTO MACK HARDWOOD (45-011-12-01)

T42N, R06E, SEC. 26; T42N, R06E, SEC. 27, Chippewa County

In response to the notice of sale to be held 10:00 a.m. (local time) on May 20, 2013, 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	ESTIMATEI	D UNITS*	ADV	ERTISED PRICE	BID PF	RICE	
Sawlogs				_			
Sugar Maple	31.60	MBF	\$	435.40 / MBF	\$	/ MBF	
Pulpwood							
Mixed Aspen	145.00	Cords	\$	14.65 / Cord	\$	/ Cord	
Mixed Hardwood	1,472.00	Cords	\$	9.90 / Cord	\$	/ Cord	
In addition, the successful bidde	r agrees to purchase	the following	species at th	e indicated advertise	ed price for a to	tal value of \$77.63 :	
PRODUCTS & SPECIES	<u>ESTIMATE</u>	<u>UNITS*</u>	<u>ADV</u>	ERTISED PRICE			
Sawlogs							
Beech	2.30	MBF	\$	33.75 / MBF			
* The total volume is statistically	estimated within plus	(+) or minus	(-) 8.00 perc	ent. The estimated u	units are final ar	nd not subject to adju	stment.
Prospective bidders are urged to	examine this timber	and to make	their own es	timates of quantity a	nd quality.		
I understand that any or all bids understand that consideration ar equipment and staffing subject to	nd awarding a contrac		•			•	
FEDERAL ID:		or SOCIAL S	ECURITY N	UMBER:			

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	I YOUR PROSPECTUS IN 1	THE ABOVE BOX.	
Individual	or company representative's signature	re:		Date:	
Phone nu	mber :	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 WO	RKER'S DISABIL	ITY COMPE	ENSATION ACT COMPLIANCE		
•	This verification must be completed and sale contract.	submitted within 21	days of con	ntract award and prior to the issuance of the timber		
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Ple	ase Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation	check <u>one</u> of the l	boxes below	v):		
2.	Worker's Compensation Laws.  B.	proprietorship and it fied its obligation to . 5/96). I will provio the BWC-337, please ker's Compensation	o the Worker' de a copy of t e call the Wo n Policy. I wi	oloyees but the sole proprietor. I am not subject to the r's Compensation Act through the use of an approved the Notice of Exclusion within 21 days of the contract orker's Compensation Bureau at 517-322-1195).		
3.	than yourself, including family members			r of <b>both</b> full-time and part-time employees, other you must enter "0").		
	Full-time Er	nployees		Part-time Employees		
Nam	e of Business		Federal ID (or)	r) Social Security No.		
Addr	ddress Telephone ( )					
City		State	ZIP			
occ _	ereby certify that the above information is ur in factors affecting my coverage durin signature of Owner or Authorized Representative			notify the Michigan DNRE of any changes that ure operations.		

Date

#### **BID FORM**

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

#### RAINBOW RIDGE ASPEN (45-002-11-01) T42N, R06E, SEC. 29, Chippewa County

In response to the notice of sale to be held 10:00 a.m. (local time) on May 20, 2013, 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>ESTIMATED</u>	UNITS*	ADV	ERTISED PRICE	BID PRICE	
Sawlogs						
Mixed Aspen	30.00	MBF	\$	30.40 / MBF	\$	_ / MBF
Pulpwood						
Balsam Fir	108.00	Cords	\$	12.75 / Cord	\$	_ / Cord
Mixed Aspen	340.00	Cords	\$	15.70 / Cord	\$	/ Cord
W. Spruce	157.00	Cords	\$	9.00 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$536.50:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADV	ERTISED PRICE
Pulpwood			
B. Poplar	31.00 Cords	\$	5.05 / Cord
Paper Birch	51.00 Cords	\$	7.45 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.20 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 SOCIA	L SECURITY NUMBER:		
	Company or individual biddir	ng:			
	Company representative's na	ame:		<u></u>	
	Address:				
	City:	State:	Zip:		
F AVAIL	ABLE, PLEASE PLACE THE I	PERSONALIZED LABEL	FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	
Individual	or company representative's	signature:		Date:	
Phone nu	ımber :		Email (optional):		



Michigan Department of Natural Resources & Environment Forest Management Division

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

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.

This verification must be completed and submitted within 21 days of contract awar	d and prior to the issuance of the timber
sale contract.	•
n addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of	of Insurance must be submitted within 2

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

#### **BID FORM**

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

#### BASS LAKE ASPEN (45-018-11-01)

T41N, R07E, SEC. 15; T41N, R07E, SEC. 22; T41N, R07E, SEC. 23, Chippewa County

In response to the notice of sale to be held 10:00 a.m. (local time) on May 20, 2013, 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.

individuai		signature				Date	-	
Individual or company representative's signature:				Date:				
IF AVAIL/	ABLE, PLEASE PLACE THE F	PERSONALIZE	ED LABEL FROM	YOUR F	PROSPECTUS IN TH	HE ABOVE BOX.		
	City:	State	:	Zip:				
	Address:							
Company representative's name:								
Company or individual bidding:								
	FEDERAL ID: or SOCIAL SECURITY NUMBER:					-		
understar	nd that any or all bids may be d that consideration and awar t and staffing subject to my co	ding a contrac	•					'n
	I volume is statistically estimative bidders are urged to exami	•		•			not subject to adjustment	:-
	oruce	162.00		\$	7.55 / Cord			
	d Hardwood		Cords	\$	10.65 / Cord			
	ım Fir	142.00	Cords	\$	9.10 / Cord			
Pulpwood B. Po		22.00	Cords	\$	4.95 / Cord			
	TS & SPECIES	<u>ESTIMATEI</u>	O UNITS*	<u>ADVE</u>	ERTISED PRICE			
In additior	n, the successful bidder agrees	s to purchase	the following speci-	es at the	e indicated advertise	d price for a total	value of \$3,146.05 :	
Mixe	d Aspen	2,474.00	Cords	\$	13.15 / Cord	\$	/ Cord	
Pulpwood	TS & SPECIES	ESTIMATE	J UNIT 5"	ADVE	ERTISED PRICE	BID PRIC	<u>E</u>	
או וחואטכ	IC X COLCILC		) LIMITIC*			RIU DDIU	<b>L</b>	



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber 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 Federal ID (or) Social Security No. Name of Business Telephone Address ZIP City State 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