

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

SALE TIME, DATE AND LOCATION 3:30 p.m. on October 5, 2010

NAUBINWAY

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. The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs, and sale contract terms of the proposed sale.

OWEN SIXTEEN / T42N, R06W, SEC. 03, SE1/4.

MACKINAC COUNTY (Appr. \$22,043.65)

SALE ACRES: 38

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.

BEAR BAIT HARDWOOD 2 / T44N, R07W, SEC. 30, S1/2NE, N1/2SE.

MACKINAC COUNTY (Appr. \$6,713.80)

SALE ACRES: 18

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.

PINUS PIPELINEUS / T43N, R09W, SEC. 22, N1/2NW.

T43N, R09W, SEC. 15, SW1/4, SENW, NWSE.

MACKINAC COUNTY (Appr. \$87,103.20)

SALE ACRES: 105

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

Access may be through private or state forest land.

POUNDING II HARDWOOD / T43N, R06W, SEC. 22, S1/2NW, N1/2SW, SE1/4.

T43N, R06W, SEC. 23, W1/2SW.

MACKINAC COUNTY (Appr. \$13,338.50)

SALE ACRES: 119

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.

PLUS ONE HARDWOOD / T44N, R11W, SEC. 32, W1/2NW.

MACKINAC COUNTY (Appr. \$9,462.05)

SALE ACRES: 46

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.

Please be aware that some landowners may request 60 days or more notice for forest harvesting access across their land.

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

- 1. <u>Bid Location, Date, and Time:</u> Bids must be received by the Unit Manager, Sault Ste. Marie Management Unit, <u>Naubinway Field Office</u>, P.O. Box 287, US 2, Naubinway, MI 49762, no later than 3:30 p.m. on October 5, 2010. For further information concerning this sale, contact the Unit Manager at 906-477-6048.
- 2. Bidder's Qualifications: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. Preparation of Sealed Bids: Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
- 4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
- 7. <u>Down Payment:</u> The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. Performance Security: As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
- 9. <u>Timber Sale Contract:</u> 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: Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

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

11. Certification and Chain-of-Custody: Unless otherwise indicated in the contract under section 7 - Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

REBECCA A. HUMPHRIES Director

OWEN SIXTEEN (101-09-01)

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

SPECIES	ESTIMATED VOLUME*	AP	PRAISED PRICE
SAWLOGS			****
RED PINE	67.60 MBF	\$	146.00/MBF
PULPWOOD		•	• • • •
RED PINE	132.00 CORDS	\$	30.40/CORD
MIX HARDWD	309.00 CORDS	\$	19.45/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PR	RICE
SAWLOGS			
SUG. MAPLE	3.10 MBF	\$ 537.00/ME	F
RED MAPLE	3.50 MBF	\$ 139.00/MB	F

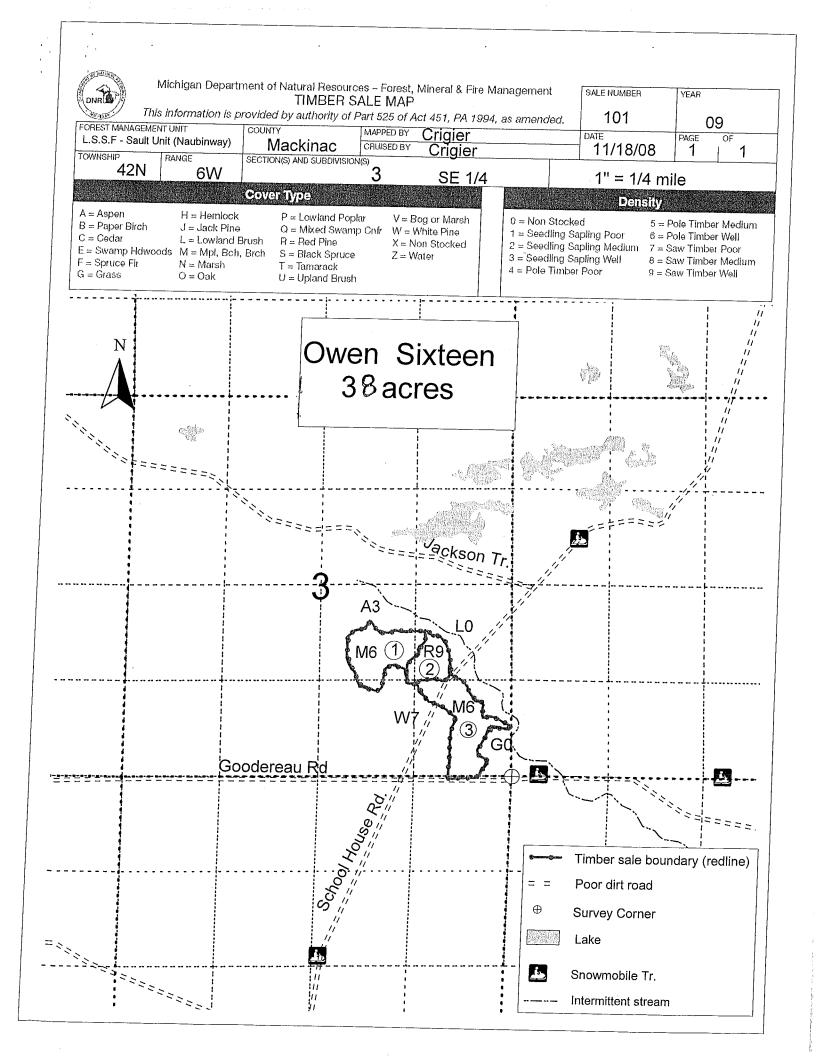
^{*}These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,650.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
1			14%		
2			63%		
3			23%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 30, 2013.



Sale Specific Conditions & Requirements

Sale Name: Owen Sixteen Sale Number: 45-101-09-01

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 red paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (12/08)

Within Payment Unit(s) 2, cut all trees which meet minimum piece specifications in 2.2 Utilization except Reserve trees identified in accordance with 2.4.2 - Leave trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 1 and 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.11 - Description of timber note (2/04)

Note that Mixed hardwood includes 6 cords of beech.

2.2 - Utilization

2.2.4 - Skidding length (2/09)

Skidding of lengths over 17 feet is not permissible in Units 1 and 3, unless approved by the Unit Manager or his/her representative.

2.4 - Special Protection

2.4.2 - Reserve trees (1/09)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are marked with green paint in unit 2. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$50 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

Sale Name: Owen Sixteen Sale Number: 45-101-09-01

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. In general, this will require the placement of berms, stumps, slash and brush along 30 feet of the new road system. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations The Unit Manager or his/her representative must be contacted at least 2 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (1/09)

Within Payment Unit(s) 1 and 3, unless changed by written agreement, cutting and skidding are not permitted during the period of May 1st to June 30th. 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.

5.2.41 - Snowmobile trail protection (1/09)

School House Rd and the east part of the Goodereau Road are part of the snowmobile trail. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail from 12/15 to 4/1. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.4 - Soil Protection

Sale Name: Owen Sixteen Sale Number: 45-101-09-01

5.4.1 - Rutting restriction, general (1/09)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile trail posting (1/09)

The Purchaser is responsible for posting and maintaining caution signs on School House Rd and the Goodereau Rd prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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.

7.5 - Loss

7.5.1 - Deteriorating timber (7/04)

The sale area has received damage from Beech bark disease. The purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

BEAR BAIT HARDWOOD 2 (105-09-01)

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
SUG. MAPLE	3.70 MBF	\$ 567.00/MBF
PULPWOOD		
MIX HARDWD	226.00 CORDS	\$ 18.25/CORD

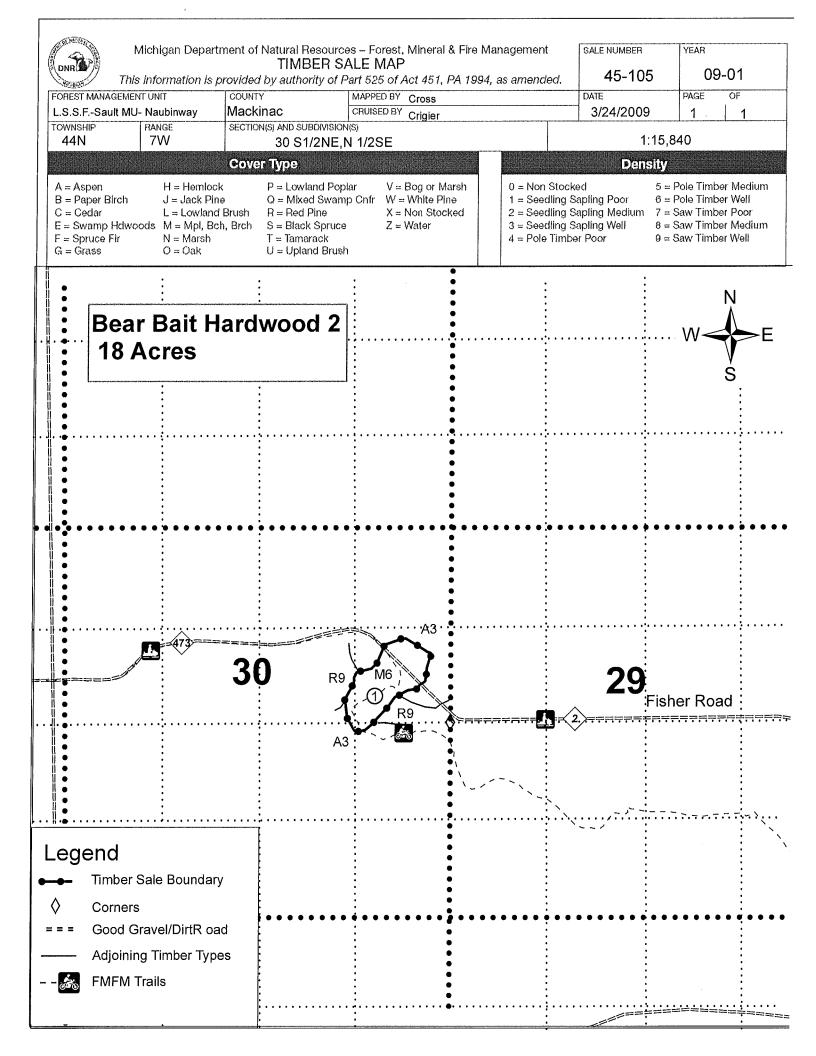
In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED MAPLE	2.00 MBF	\$ 154.00/MBF
BEECH	1.10 MBF	\$ 62.00/MBF
P. BIRCH	.60 MBF	\$ 192.00/MBF

^{*}The volumes are statistically estimated within plus (+) or minus (-) 21.97 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$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 may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on June 30, 2012.



Sale Specific Conditions & Requirements

Sale Name: Bear Bait Hardwood 2 Sale Number: 45-105-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. Do not cut painted boundary line trees unless also marked with yellow paint.

2 - Timber Specifications

2.1 - Included Timber

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

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

2.2 - Utilization

2.2.4 - Skidding length (2/09)

Skidding of lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

4 - Transportation

4.1 - Construction

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

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 Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

Sale Name: Bear Bait Hardwood 2 Sale Number: 45-105-09-01

5.1.4 - Post-sale conference (2/04)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of Fisher Road.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 1 to December 15 This restriction is because of snomobile trail and 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. Yellow marked trees may be harvested.

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)

Do not cut trees or damage posts with orange ORV markers. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route.

5.2.41 - Snowmobile trail protection (8/09)

The Fisher Road is a portion of snowmobile trail #473 and 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 is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 15th. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.4 - Soil Protection

Sale Name: Bear Bait Hardwood 2 Sale Number: 45-105-09-01

5.4.1 - Rutting restriction, general (1/09)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (12/08)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (1/09)

The Purchaser is responsible for posting caution signs on ORV trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser must maintain the signs during active operations. The Purchaser will provide these signs.

7 - Other Conditions

Section Name: Sale Specific

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.

PINUS PIPELINEUS (115-09-01)

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
RED PINE	228.10 MBF	\$ 155.00/MBF
PULPWOOD		,
RED PINE	1,363.00 CORDS	\$ 36.00/CORD

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

SPECIES	IES ESTIMATED VOLUME*		PRAISED PRICE
PULPWOOD			
WHITE PINE	36.00 CORDS	\$	21.00/CORD
JACK PINE	11.00 CORDS	\$	34.00/CORD
MIX ASPEN	10.00 CORDS	\$	19.00/CORD
MIX SOFTWD	59.00 CORDS	\$	15.80/CORD
MIX HARDWD	19.00 CORDS	\$	22.50/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 15.27 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$7,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT	UNIT	NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1				45%		
	2				03%		
	3				02%		
	4				43%		
	5				07%		

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



F = Spruce Fir

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

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

SALE NUMBER YEAR 45-115-09-01 2009

	-	·					ı	
FOREST MANAGEMEN	VT UNIT	COUNTY	MAPPED BY	Edison	l c	DATE	PAGE	OF
Sault Sainte	Marie	Mackinac	CRUISED BY	Edison & Cross		9/30/2009	1	1
TOWNSHIP	RANGE	SECTIONIS AND SUBDIVISION	US) 45 CIA	MA CENIM NUMBE			<u> </u>	

15 SW1/4, SENW, NWSE 22 N1/2NW 9W **T43N**

		wer ype			LTIET
l = Aspen	H = Hemlack	P = Lowland Poplar	V = Bog or Marsh	0 = Non Stocked	5

B = Paper Birch J = Jack Pine C = Cedar L = Lowland Brush E = Swamp Hdwoods M = Mpl, Bch, Brch

N = Marsh

R = Red Pine S = Black Spruce T = Tamarack

Q = Mixed Swamp Cnfr W = White Pine X = Non Stocked Z = Water

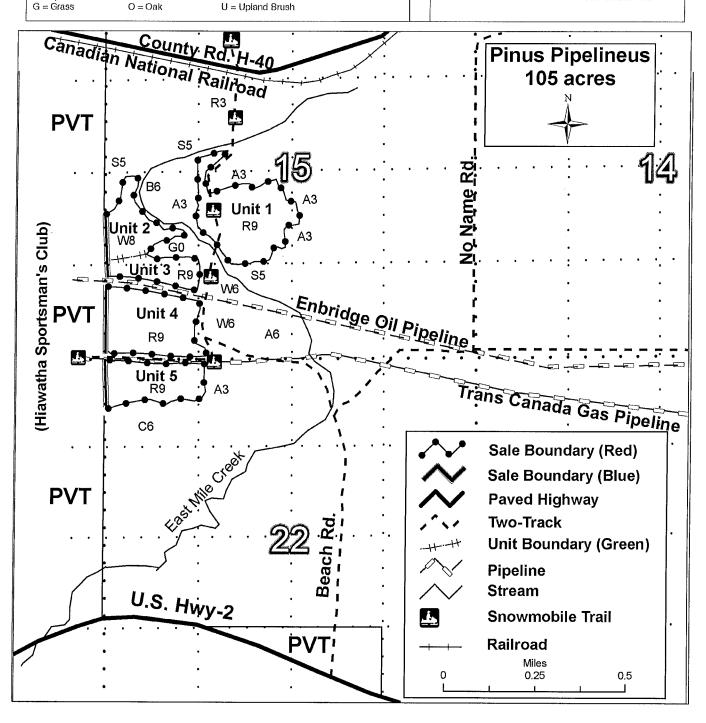
4 = Pole Timber Poor

1 = Seedling Sapling Poor

5 = Pole Timber Medium 6 = Pole Timber Well

Scale: 1 inch = 1/4 mile

2 = Seedling Sapling Medium 7 = Saw Timber Poor 3 = Seedling Sapling Well 8 = Saw Timber Medium 9 = Saw Timber Well



Sale Specific Conditions & Requirements

Sale Name: Pinus Pipelineus Sale Number: 45-115-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary adjacent to state land is marked and identified by red paint. The sale boundary adjacent to private property is marked and identified by blue paint. The payment unit line between Units 2 & 3 is marked and identified by green paint.

2 - Timber Specifications

2.1 - Included Timber

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

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

Within Payment Unit 2, cut all aspen, jack pine, mixed hardwood, and red pine. In addition, cut all white pine trees that are less than 10" or greater than 12" in diameter. Also, cut all mixed softwood (spruce & balsam) that are greater than 8" in diameter. Green painted trees are not to be cut.

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

Within Payment Unit(s) 3 & 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 1 & 4 shall not exceed 12 inches for trees greater than 10 inches DBH and 6 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

2.2.4 - Skidding length (2/09)

Skidding of unlimbed topsor lengths over 17 feet is not permissible within marked units 3 & 5, unless approved by the Unit Manager or his/her representative.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1, 2, 3, 4, & 5 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

Sale Name: Pinus Pipelineus Sale Number: 45-115-09-01

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require the placement of berms, stumps, slash and brush along 30 feet of the new road system. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

4.4 - Access

4.4.1 - Private property access (12/08)

Permission for access across private land is the responsibility of the purchaser. It is the responsibility of the purchaser to contact Enbridge Oil (Mike Paradise (906) 789-1221) and Great Lakes Gas ((906) 477-6438) to obtain permission for operating within their pipeline ROW's. It is the purchaser's responsibility to adhere to all operational specifications as determined and required by the utility companies.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations The Unit Manager or his/her representative must be contacted at least 3 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

5.2.1.2 - Slash Removal

Sale Name: Pinus Pipelineus Sale Number: 45-115-09-01

All slash must be removed at least 10 feet from the cleared right-of-way of all forest roads.

5.2.1.9 - No Slash:pipe/powerline, oil/gas sites (2/04)

All pipelines, power lines, oil or gas storage sites and related access roads are to remain free of slash at all times.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit(s) 1 & 4 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary within Payment Units 1 & 4.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.2 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 2, 3, 4, & 5, unless changed by written agreement, cutting, skidding, and hauling are not permitted along Beach Rd. during the period of December 1st until April 1st. This restriction is because Beach Rd. is a designated snowmobile trail during the winter months.

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 Great Lakes Gas and Enbridge Oil Pipelines without permission of the pipeline company and the Unit Manager or his/her representative.

5.2.41 - Snowmobile trail protection (8/09)

The Beach is a snowmobile trail and 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 is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. 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. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 5 feet of the trail must have the stumps removed and be disposed of according to the direction of the Unit Manager or his/her representative.

5.4 - Soil Protection

Sale Name: Pinus Pipelineus Sale Number: 45-115-09-01

5.4.1 - Rutting restriction, general (1/09)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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

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.

POUNDING II HARDWOOD (118-07-01)

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
PULPWOOD		
MIX HARDWD	861.00 CORDS	\$ 13.15/CORD

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS	, , , , , , , , , , , , , , , , , , , ,	
RED MAPLE	5.60 MBF	\$ 71.00/MBF
BLK CHERRY	4.70 MBF	\$ 240.00/MBF
MIX HARDWD	2.20 MBF	\$ 81.00/MBF
PULPWOOD		
MIX ASPEN	17.00 CORDS	\$ 12.35/CORD
MIX SOFTWD	9.00 CORDS	\$ 11.40/CORD

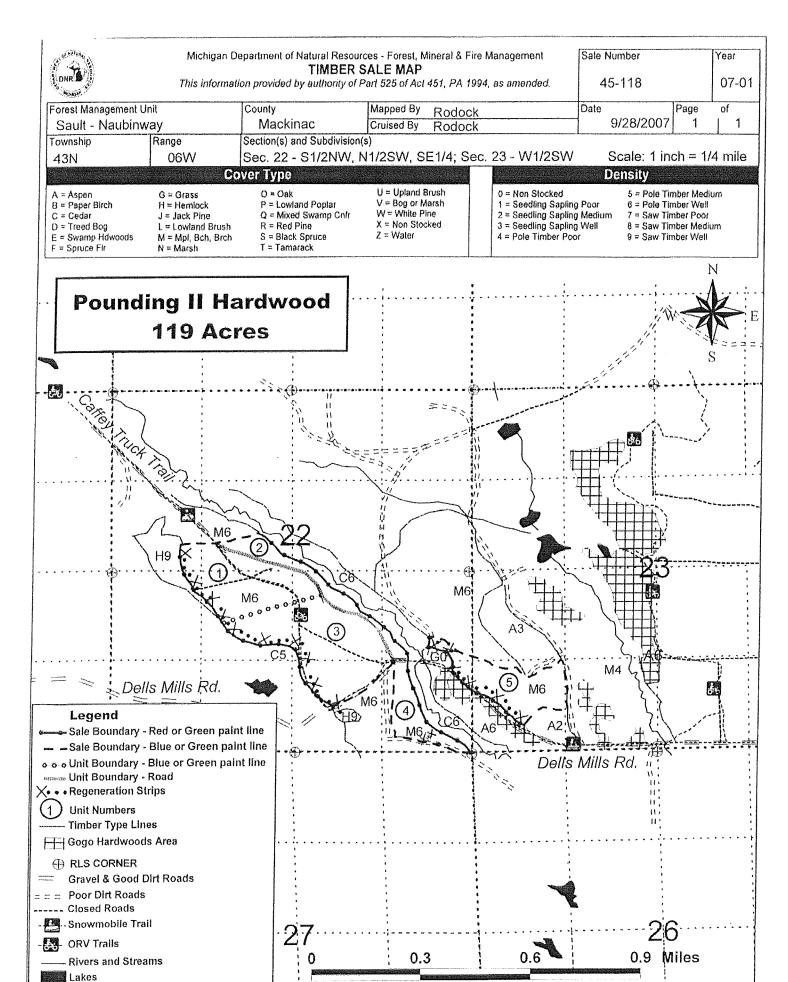
^{*}The volumes are statistically estimated within plus (+) or minus (-) 22.07 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,100.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT	UNIT	NUMBER	PERCENT	OF	TATOT	SALE	VALUE
	1				22%		
	2				04%		
	3				26%		
	4				06%		
	5				42%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 30, 2012.



Sale Specific Conditions & Requirements

Sale Name: Pounding Ii Hardwood Sale Number: 45-118-07-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by red, green, and blue paint. Exterior sale boundary lines against state are marked with red, blue and green paint. Interior Payment Unit boundaries are marked with blue paint or is the Caffey Truck Trail.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, and 4, all trees are designated for cutting when marked with yellow paint above and below stump height, regardless of merchantability. In addition, within regeneration strip areas designated by blue paint on west side of Payment units 1 and 3 and south side of Payment unit 4, all trees are designated for cutting except red pine, white pine, hemlock and cedar.

2.1.7 - Leave tree marked unit(s) (8/04)

Within Payment Unit(s) # 5, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except red pine, white pine, hemlock, cedar, trees marked with blue paint and white spruce under 14" at breast height. In addition, within the regeneration strip bounded by green and red paint on the west side of the Unit, all trees are designated for cutting except red pine, white pine, cedar, hemlock and blue painted trees.

2.2 - Utilization

2.2.4 - Skidding length (2/04)

Skidding of lengths over 17 feet is not permissible unless approved by the Unit Manager or their representative.

4 - Transportation

4.1 - Construction

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

5 - Operations

5.1 - Notification

Sale Name: Pounding Ii Hardwood Sale Number: 45-118-07-01

5.1.1 - Pre-sale conference (6/04)

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.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 20 feet from the cleared right-of-way of Caffey Truck Trail and Dells Mills Road.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) #'s 1, 2, 3, 4 and 5, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 15 to June 30. This restriction is because of the snowmobile trails and 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.

5.2.39 - ORV trail protection (9/07)

The Brevort-Trout Lake Motorcycle Trail is an ORV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline. Do not run equipment down the ORV trail.

5.2.41 - Snowmobile trail protection (4/07)

The Carp River Truck Trail, Dells Mills Road and Caffey Truck Trail are snowmobile trails and some are shown on the Timber Sale Map. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or their representative prior to December 15th. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

Sale Name: Pounding Ii Hardwood Sale Number: 45-118-07-01

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

5.8 - Protection of Endangered Species

5.8.3 - Red shoulder hawk (1) (3/07)

In the event that an active red shoulder hawk nest is found, the contract may be amended to protect the nest site. The harvesting time may be altered or reduced. Harvest operations may be limited to September 1 to March 1. This limitation may be selectively imposed on a specific portion of the sale, or it could apply to the entire sale. In addition, an area surrounding the nest tree could be designated as a "no-cut" zone with appropriate adjustments made to the timber sale value.

5.8.5 - Protection of raptor nests (9/05)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (7/04)

The purchaser is responsible for posting and maintaining caution signs on the Brevort-Trout Lake Motorcycle trail prior to beginning operations. The trail must be posted 200 feet from the sale area to warn of logging activity and truck traffic at both ends of the trail. The purchaser must maintain the signs when actively harvesting, skidding or hauling in the sale area.

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.

PLUS ONE HARDWOOD (125-09-01)

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

SPECIES SAWLOGS	ESTIMATED VOLUME*	APPRAISED PRICE
SUG, MAPLE PULPWOOD	12.00 MBF	\$ 492.00/MBF
MIX HARDWD	161.00 CORDS	\$ 20.50/CORD

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

SPECIES SAWLOGS	ESTIMATED VOLUME*	AP	PRAISED PRICE
RED MAPLE	.60 MBF	\$	127.00/MBF
BASSWOOD	1.30 MBF	\$	139.50/MBF

^{*}The volumes are statistically estimated within plus (+) or minus (-) 3.91 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$800.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE

1 60%
2 40%

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

Michigan Department of Network Resolutions - Freed, Mirrard & Fire Management TIMEER SALE MAP Tribs information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This information is provided by authority of Part 556 of Act 451, PA 1884, as amendad. This informatio	747 <u>5</u> 10V							
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Sale Specific Conditions & Requirements

Sale Name: Plus One Hardwood Sale Number: 45-125-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint against state land and blue paint against private property. The payment unit line is the two-track as shown on the map and is not painted. There is an area excluded from cutting and it is identified by green paint as shown on the map. Do not cut painted boundary line trees.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 & 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.4 - Skidding length (2/09)

Skidding of lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

2.2.9 - No chipping permitted (12/08)

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

2.4 - Special Protection

2.4.3 - Reserve areas (1/09)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are marked with a green boundary line. The Purchaser shall not cut live or dead trees within reserve areas.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1 & 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.

4 - Transportation

4.1 - Construction

Sale Name: Plus One Hardwood Sale Number: 45-125-09-01

4.1.5 - Culverts (1/09)

Roads may require the installation of culverts at cross drainages on wet soils, or across natural drainage-ways. Culverts shall be placed in locations specified by the sale administrator and shall be new, corrugated metal or plastic gauge. Culverts will be supplied by the DNR. Culverts shall be installed prior to use of the road. 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.

4.4 - Access

4.4.1 - Private property access (12/08)

Permission for access across private land has been obtained by the DNR. It is is the responsibility of the purchaser to contact Dan Farnsworth (private representative) @ (906) 586-6063 for requirements prior to the start of any sale operations.

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.

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.

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of all sale related forest roads.

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.

Sale Name: Plus One Hardwood Sale Number: 45-125-09-01

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1 & 2, unless changed by written agreement, cutting and skidding are not permitted during the period of May 1st to July 1st. 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 and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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

7 - Other Conditions

Section Name: Sale Specific

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.

SAULT STE. MARIE MANAGEMENT UN SAULT STE. MARIE

OWEN SIXTEEN (101-09-01) T42N, R06W, SEC. 03, SE1/4. MACKINAC COUNTY

In response to the notice of sale to be held 3:30 p.m. on October 5, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	APPRAISED P	RICE BID F	RTCE ESTIMA	TED VOLUME*	777 FTE
SAWLOGS			KICE ESTIMA	TED AOTOME.	= VALUE
RED PINE	\$ 146.00/M	BF \$	X 67.6	0 MBF	= \$
PULPWOOD	,			O PEE	- P
RED PINE	\$ 30.40/C	ORD \$	X 132.0	0 CORDS	= \$
MIX HARDWD	\$ 19.45/C			0 CORDS	= \$
			SUBTOTA	AL 1 \$	
In addition, the succe appraised price:	essful bidder ag	grees to purch	ase the followin	ng species a	t the
SPECIES SAWLOGS	APPRAISED PRIC	<u>es</u>	FIMATED VOLUME*	VALUE	
SUG. MAPLE	\$ 537.00/ME	BF	3.10 MBF	= \$ 1,6	64.70
RED MAPLE	\$ 139.00/ME	3F	3.50 MBF	•	86.50
	SUBTOTAL 1	CITOMORAT	SUBTOTAL 2	T	51.20
	SOBIOIAL I	+ SUBTOTAL	2 = TOTAL BID	VALUE \$	
*These estimated volum urged to examine this	es are final an timber and to	d not subject make their owr	to adjustment. estimates of q	Prospective uantity and	e bidders are quality.
I understand that any will be the basis to do must be bid or the bid awarding a contract will contract based upon equ	etermine total form may be re ll be based upo	bid value. Al jected. I also n my past perf	I bids must be understand tha ormance and abi	signed and a	all bid items tion and
(bidder's pr	inted name)	(bidd	er's signature)		
Address/Telephone					

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



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)

Forest Management Unit:

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

	VERIFICATION OF WO	RKER'S DIS	SABILITY COMPENSATION ACT COMPLIANCE			
•	sale contract.		ithin 21 days of contract 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.					
Ρle	ease Check Appropriate Categories:					
1.	My business is organized as (you must	check <u>one</u> of	f the boxes below):			
	A. ☐ Sole Proprietorship (individual)B. ☐ Partnership					
	C. Corporation					
2.	You must check one of the boxes below	v :				
			and it has no employees but the sole proprietor. I am not subject to the			
	Notice of Exclusion (BWC-337, Revaward. (For questions or a copy of the second	v. 5/96). I will he BWC-337,	tion to the Worker's Compensation Act through the use of an approved provide a copy of the Notice of Exclusion within 21 days of the contract please call the Worker's Compensation Bureau at 517-322-1195).			
	C. I certify that my business has a Wo days of the contract award.	rker's Compen	nsation Policy. I will provide an original Certificate of Insurance within 21			
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members	ou must indic and active pa	cate the number of both full-time and part-time employees, other artners (if none, you must enter "0").			
	Full-time Er	nployees	Part-time Employees			
lam	ne of Business		Federal ID (or) Social Security No.			
ddr	ress		Telephone			
•••		Ct-t-	7/0			
ity	•	State	ZIP			
	reby certify that the above information is ur in factors affecting my coverage during		ect. I agree to notify the Michigan DNRE of any changes that resent and future operations.			
S	ignature of Owner or Authorized Representative					
Ti	itle		Date			

SAULT STE. MARIE MANAGEMENT UN SAULT STE. MARIE

BEAR BAIT HARDWOOD 2 (105-09-01) T44N, R07W, SEC. 30, S1/2NE, N1/2SE. MACKINAC COUNTY

In response to the notice of sale to be held 3:30 p.m. on October 5, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

	_			
SPECIES	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUM	E* = VALUE
SAWLOGS SUG. MAPLE	\$ 567.00/MBF	\$x	3.70 MBF	= \$
PULPWOOD MIX HARDWD	\$ 18.25/CORD	\$x	226.00 CORDS	= \$
			SUBTOTAL 1 \$	
In addition, the sappraised price:	uccessful bidder agrees	s to purchase the	following species	s at the
SPECIES	APPRAISED PRICE	ESTIMATED	VOLUME* VA	LUE
SAWLOGS				
RED MAPLE	\$ 154.00/MBF		MBF = \$	308.00
BEECH	\$ 62.00/MBF		·	68.20
P. BIRCH	\$ 192.00/MBF	. 60	MBF = \$	115.20
		s	UBTOTAL 2 \$	491.40
	SUBTOTAL 1 +	SUBTOTAL 2 = 5	TOTAL BID VALUE \$	
estimated volumes to examine this ti	statistically estimate are final and not subjection with the subjection of the state of the stat	ect to adjustment own estimates of	t. Prospective bi quantity and qua	dders are urged. lity.
will be the basis t must be bid or the	any or all bids may be to determine total bid bid form may be reject	value. All bids ed. I also unders	must be signed ar stand that conside	nd all bid items eration and
	t will be based upon my n equipment and manpowe			omplete the
(bidder's	s printed name)	(bidder's si	ignature)	-
Address/Telephon	1e			

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



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

	VERIFICATION OF WO	RKER'S DISAB	ILITY 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 must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation						
2.	You must check <u>one</u> of the boxes below A. I certify that my business is a sole p Worker's Compensation Laws.		it has no employees but the sole proprietor. I am not subject to the				
	Notice of Exclusion (BWC-337, Revaward. (For questions or a copy of t	r. 5/96). I will prov he BWC-337, plea	to the Worker's Compensation Act through the use of an approved vide a copy of the Notice of Exclusion within 21 days of the contract use call the Worker's Compensation Bureau at 517-322-1195). on Policy. I will provide an original Certificate of Insurance within 21				
3.	days of the contract award. If you have checked item 2(A) or 2(B), y than yourself, including family members		e the number of both full-time and part-time employees, other ers (if none, you must enter "0").				
	Full-time En	nployees	Part-time Employees				
lam	e of Business		Federal ID (or) Social Security No.				
ddress			Telephone ()				
ity		State	ZIP				
	reby certify that the above information is turning a coverage during		I agree to notify the Michigan DNRE of any changes that ent and future operations.				
S	ignature of Owner or Authorized Representative						
Ti	tle		Date				

SAULT STE. MARIE MANAGEMENT UN SAULT STE. MARIE

PINUS PIPELINEUS (115-09-01) T43N, R09W, SEC. 22, N1/2NW.

T43N, R09W, SEC. 15, SW1/4, SENW, NWSE.
MACKINAC COUNTY

In response to the notice of sale to be held 3:30 p.m. on October 5, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

responsive bra	rorms may be rejected.			
SPECIES SAWLOGS	APPRAISED PRICE	BID PRICE	ESTIMATED VOI	LUME* = VALUE
RED PINE	\$ 155.00/MBF	\$x	228.10 MBF	_ 6
PULPWOOD	, 200,007,1221	ΥΛ	220.10 PBF	= \$
RED PINE	\$ 36.00/CORD	\$x	1,363.00 CORDS	s = \$
			SUBTOTAL 1	\$
In addition, the su	ccessful bidder agrees	to purchase the	following spec	ies at the
appraised price:		_	2 1	
SPECIES	APPRAISED PRICE	ESTIMATED	VOLUME *	VALUE
PULPWOOD				
WHITE PINE	\$ 21.00/CORD	36.00	CORDS = \$	756.00
JACK PINE	\$ 34.00/CORD	11.00	CORDS = \$	374.00
MIX ASPEN	\$ 19.00/CORD	10.00	CORDS = \$	190.00
MIX SOFTWD	\$ 15.80/CORD	59.00	CORDS = \$	932.20
MIX HARDWD	\$ 22.50/CORD	19.00	CORDS = \$	427.50
		st	UBTOTAL 2 \$_	2,679.70
	SUBTOTAL 1 + S	SUBTOTAL 2 = 1	COTAL BID VALUE	\$
estimated volumes a	statistically estimated are final and not subje mber and to make their 	ect to adjustment	. Prospective	bidders are urged
vill be the basis to nust be bid or the b nwarding a contract	ny or all bids may be roo determine total bid void form may be rejected will be based upon my equipment and manpower	value. All bids ed. I also unders past performance	must be signed stand that consi a and ability to	and all bid items ideration and
(bidder's	printed name)	(bidder's si	.gnature)	
Address/Telephone				

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



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)

Forest Management Unit:

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

	VERIFICATION OF WORKER'S DIS	SABILITY CO	OMPENSATION 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 wi	ritten signatur	ires.			
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you must check <u>one</u> of A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	of the boxes b	pelow):			
2.	You must check <u>one</u> of the boxes below: A. I certify that my business is a sole proprietorship Worker's Compensation Laws.	and it has no	employees but the sole proprietor. I am not subject to the			
	Notice of Exclusion (BWC-337, Rev. 5/96). I will award. (For questions or a copy of the BWC-337,	provide a cop please call the	orker's Compensation Act through the use of an approved py of the Notice of Exclusion within 21 days of the contract ne Worker's Compensation Bureau at 517-322-1195).			
	C. I certify that my business has a Worker's Comperdays of the contract award.	nsation Policy.	. I will provide an original Certificate of Insurance within 21			
3.	If you have checked item 2(A) or 2(B), you must indithan yourself, including family members and active p	icate the num partners (if nor	nber of both full-time and part-time employees, other one, you must enter "0").			
	Full-time Employees		Part-time Employees			
Nam	e of Business	Federal	I ID (or) Social Security No.			
Addr	ess	Telephoi (one)			
City	State	ZIP				
	reby certify that the above information is true and corr ur in factors affecting my coverage during any of my p					
Si	gnature of Owner or Authorized Representative		-			
Ti	tle		Date			

POUNDING II HARDWOOD (118-07-01) T43N, R06W, SEC. 22, S1/2NW, N1/2SW, SE1/4. T43N, R06W, SEC. 23, W1/2SW. MACKINAC COUNTY

In response to the notice of sale to be held 3:30 p.m. on October 5, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	AP.	PRAISED PRICE	BID PRICE	ESTIMATE	D VOLUME	$E^* = VALUE$	
PULPWOOD							
MIX HARDWD	\$	13.15/CORD	\$x	861.00	CORDS	= \$	
				SUBTOTAL	. 1 \$_		_
In addition, the su	ccessful	bidder agrees	to purchase the	following	species	at the	
appraised price:							
SPECIES	APPR	AISED PRICE	ESTIMATED	VOLUME*	LĄV	LUE	
SAWLOGS			.				
RED MAPLE	\$	71.00/MBF	5,60	MBF	= \$	397.60	
BLK CHERRY	\$	240.00/MBF	4.70	MBF	= \$ 1	L,128.00	
MIX HARDWD	\$	81.00/MBF	2.20	MBF	= \$	178.20	
PULPWOOD							
MIX ASPEN	\$	12.35/CORD		CORDS	= \$	209.95	
MIX SOFTWD	\$	11.40/CORD	9.00	CORDS	= \$	102.60	
			st	JBTOTAL 2	\$ 2	2,016.35	
					,		
	S	JBTOTAL 1 +	SUBTOTAL 2 = 5	TOTAL BID	VALUE Ş_		-
*These volumes are a		_	-				:gec
to examine this tim	ber and	to make their	own estimates of	quantity	and qua	lity.	
	~ -						
I understand that ar	-						
will be the basis to must be bid or the b					_		Jems
must be bid or the r awarding a contract							
contract based upon					rcy co c	ompiece che	
concract based upon	edarbwei	ic and manpowe.	c subject to my t	concror.			
(bidder's	printed	name)	(bidder's si	ignature)		•	
Address/Telephone	·						

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



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 DISABILIT	ITY 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.						
PΙε	ease Check Appropriate Categories:						
1.	My business is organized as (you must check <u>one</u> of the boxes below): A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation						
2.	Worker's Compensation Laws.		has no employees but the sole proprietor. I am not subject to the				
	Notice of Exclusion (BWC-337, Rev. 5/96). award. (For questions or a copy of the BWC	I will provide -337, please c	the Worker's Compensation Act through the use of an approved e a copy of the Notice of Exclusion within 21 days of the contract call the Worker's Compensation Bureau at 517-322-1195). Policy. I will provide an original Certificate of Insurance within 21				
3.	If you have checked item 2(A) or 2(B), you mus than yourself, including family members and act	t indicate the ive partners	ne number of both full-time and part-time employees, other s (if none, you must enter "0").				
	Full-time Employees	;	Part-time Employees				
am	e of Business	Fe	Federal ID (or) Social Security No.				
ddress		Te	Telephone ()				
ity	State	ZI	ZIP				
he cci	reby certify that the above information is true and ur in factors affecting my coverage during any of	l correct. I ag my present a	agree to notify the Michigan DNRE of any changes that and future operations.				
S	ignature of Owner or Authorized Representative						
Ti	tle		Date				

SAULT STE. MARIE MANAGEMENT UN SAULT STE. MARIE

PLUS ONE HARDWOOD (125-09-01) T44N, R11W, SEC. 32, W1/2NW. MACKINAC COUNTY

In response to the notice of sale to be held 3:30 p.m. on October 5, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES SAWLOGS	APPRAISED PRI	ICE BID PRICE	ESTIMATED	VOLUME* = '	VALUE
SUG. MAPLE PULPWOOD	\$ 492.00/MBF	f \$	_X 12.00 M	1BF =	\$
MIX HARDWD	\$ 20.50/COF	RD \$	_X 161.00 C	CORDS = ;	\$
			SUBTOTAL	1 \$	
In addition, the succes appraised price:	ssful bidder agr	rees to purchase t	the following	species at	the
SPECIES	APPRAISED PRICE	ESTIMA	FED VOLUME*	VALUE	
SAWLOGS					
RED MAPLE	\$ 127.00/MBF		60 MBF	= \$ 76.2	20
BASSWOOD	\$ 139.50/MBF	1.	30 MBF :	= \$ 181.3	35
	SUBTOTAL 1	+ SUBTOTAL 2 =	SUBTOTAL 2 TOTAL BID V	\$ 257.5	<u>55</u>
*These volumes are stat estimated volumes are : to examine this timber I understand that any o	final and not so and to make the	ubject to adjustm eir own estimates 	ent. Prospect of quantity a	tive bidders and quality.	
I understand that any owill be the basis to de must be bid or the bid awarding a contract will contract based upon equal	termine total b form may be rej l be based upon	id value. All bi ected. I also und my past performa	ds must be sig lerstand that o nce and abilit	gned and all consideratio	. bid items on and
(bidder's pri	nted name)	(bidder's	signature)		
Address/Telephone					

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



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)

Forest Management Unit:

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

	VERIFICATION OF WO	ORKER'S DISAB	ILITY CO	COMPENSATION ACT COMPLIANCE		
1	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.					
• 4	All Information must be typed or printed	except for writter	signatur	ures.		
Pleas	se Check Appropriate Categories:					
E	My business is organized as (you must A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	check <u>one</u> of the	boxes be	below):		
A	Worker's Compensation Laws. I certify that my business has satis Notice of Exclusion (BWC-337, Rev	proprietorship and sfied its obligation t v. 5/96). I will prov	to the Worlde a copy	o employees but the sole proprietor. I am not subject to the Vorker's Compensation Act through the use of an approved opy of the Notice of Exclusion within 21 days of the contract the Worker's Compensation Bureau at 517-322-1195).		
3. If	days of the contract award.	ou must indicate	the numb	mber of both full-time and part-time employees, other none, you must enter "0").		
	Full-time Er	mployees		Part-time Employees		
Name o	f Business	. ,	Federal I	al ID (or) Social Security No.		
Address			Telephone ()			
City		State	ZIP			
	by certify that the above information is a information is a factors affecting my coverage during			e to notify the Michigan DNRE of any changes that future operations.		
Signa	ature of Owner or Authorized Representative			_		
Title				Date		