

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5391

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on June 11, 2015.

LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 STATE HWY M-123, NEWBERRY, MI 49868.

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, NEWBERRY MANAGEMENT UNIT, for certain timber on the following described lands:

TWO POCKET JACK PINE (42-002-15-01) / T50N, R08W, SEC. 19, SENE.

T50N, R08W, SEC. 20, NW1/4,W1/2 NE, N1/2 SW.

Luce County, Advertised Price \$135,671.70, 70.0 Acres

SALE NOTE: Harvesting is limited to April 15 to December 15. However, harvesting may be permitted during the winter months if sale specific condition 2.2.3 is followed.

It is recommended that within Payment Units 1-2, hauling occur during the fall or early winter months (October - December) due to frequent summer tourist traffic along County Road 412.

A snowmobile trail occurs within the sale vicinity. Please see sale specification 5.2.41 for restrictions. Purchaser is responsible for posting and maintaining caution signs on County Road 412 prior to beginning operations.

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.

CRISP POINT PINE (42-004-15-01) / T50N, R08W, SEC. 20, S1/2 NE1/4, NESE..

T50N, R08W, SEC. 21, NW1/4, NESW, SWNE.

T50N, R08W, SEC. 22, S1/2 SW1/4. SEC.16:SWSW.

T50N, R08W, SEC. 27, N1/2 NW1/4.

Luce County, Advertised Price \$157,627.45, 162.0 Acres

SALE NOTE: Harvesting is limited to April 15 to December 15. However, harvesting may be permitted during the winter months if sale specific condition 2.2.3 is followed.

It is recommended that within Payment Units 1-7, hauling occur during the fall or early winter months (October - December) due to frequent summer tourist traffic along County Road 412.

A snowmobile trail occurs within the sale vicinity. Please see sale specification 5.2.41 for restrictions. Purchaser is responsible for posting and maintaining caution signs on County Road 412 prior to beginning operations.

Purchaser shall protect special protection areas (marked with a red boundary line) from damage.

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.

OLD DAM GRADE MIX (42-007-15-01) / T46N, R10W, SEC. 17, SWSE, SW1/4.

T46N, R10W, SEC. 18, S1/2NW, SWNE, N1/2SE, SWSE, SW.

Luce County, Advertised Price \$46,066.05, 126.0 Acres

SALE NOTE: Harvesting is limited to December 15 to April 1 due to low ground nature of sale area.

Access to Payment Unit 3 will require construction of new road that is agreed to with the Sale Administrator prior to construction.

TEASPOON TIMBER (42-010-15-01) / T45N, R10W, SEC. 04, NWNW.

T45N, R10W, SEC. 05, NENE.

T46N, R10W, SEC. 29, SESE.

T46N, R10W, SEC. 33, NENE, SENE, NESE, SESE, SWSE...

Luce County, Advertised Price \$51,418.55, 105.0 Acres

SALE NOTE: Harvesting is limited to December 15 to March 15 due to low ground and wet soil types in sale area.

The County must be contacted prior to harvesting adjacent to the county right-of-way. This applies to Payment Unit 3 along County Road 405.

Access to Payment Unit 4 may be through private or public land (see Sale Specification 4.4.1).

BID INSTRUCTIONS (VER. 10/01/2014):

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO BOX 428 5666 STATE HWY M-123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on June 11, 2015. For further information concerning this sale, contact Keith Magnusson at 906-293-3293 extension 4740.

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 (6/13)

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

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

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 (9/14)

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 expiration date.

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

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

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

11. Certification and Chain-of-Custody (10/14)

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-SF5. 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

TWO POCKET JACK PINE (42-002-15-01)

T50N, R08W, SEC. 19; T50N, R08W, SEC. 20.

Luce County (Advertised Price \$135,671.70)

SALE NOTE: Harvesting is limited to April 15 to December 15. However, harvesting may be permitted during the winter months if sale specific condition 2.2.3 is followed.

It is recommended that within Payment Units 1-2, hauling occur during the fall or early winter months (October - December) due to frequent summer tourist traffic along County Road 412.

A snowmobile trail occurs within the sale vicinity. Please see sale specification 5.2.41 for restrictions. Purchaser is responsible for posting and maintaining caution signs on County Road 412 prior to beginning operations.

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.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRIC	
Pulpwood			
Jack Pine	1,274.00 Cords	\$	52.10 / Cord
Red Pine	676.00 Cords	\$	98.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,439.90:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood			
Q. Aspen	16.00 Cords	\$	34.75 / Cord
Red Maple	6.00 Cords	\$	22.20 / Cord
White Pine	82.00 Cords	\$	21.35 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.67 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 **\$6,800.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

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 12/31/2017.

Sale Specific Conditions & Requirements

Sale Name: Two Pocket Jack Pine Sale Number: 42-002-15-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and green paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. The painted boundary line trees are not Included Timber and are to be protected. 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

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) #'s 1-2, cut all jack pine, red pine, white pine, red maple, and aspen trees which meet minimum piece specifications in 2.2 Utilization. DO NOT cut any oak, paper birch, or any trees within the "Retention Areas" as shown on the Timber Sale Map.

LEAVE one (1) mature sawlog-sized red pine every 80 feet where the opportunity exists.

2.1.11 - Description of timber note (2/04)

Note that all Red Pine volumes were cruised as pulpwood, regardless of diameter.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) #'s 1-2 shall not exceed 6 inches for all trees. This is in order to facilitate regeneration operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) #'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. There will be only one division per Payment Unit.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

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)

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 (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. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. 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.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on any roads by the Unit Manager or his/her representative. The restriction may occur at any time that road conditions have deteriorated to an unacceptable condition.

4.2.4 - Grading (12/14)

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

4.2.5 - 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

4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

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

5.1.4 - Post-sale conference (6/11)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - 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 existing forest roads.

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-2, unless changed by written agreement, cutting, skidding and hauling are limited to the period of April 15 to December 15. This restriction is because is due to the requirement of low stump heights for reforestation operations.

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1

through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

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 - 2, hauling occur during the fall or early winter months (Oct. - Dec.). The reason for the recommendation is because of the frequent traffic along County Road 412. During the summer months the road is busy with tourist traffic heading to the nearby Crisp Point Lighthouse. The road is narrow and winding. In addition, it is extremely sandy and does not hold up well to heavy log truck traffic for extended periods of time. It is recommended to harvest this sale in fall months. The road typically holds up better at this time of year when the sand is not as dry and can be more easily maintained. Also, the tourist traffic is minimal at this time of year.

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

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 (9/11)

Trail 8 and County Road 412 in winter 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 cutting is allowed after December 15, the trail road 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.

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.

5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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 County Road 412 prior to beginning operations. The road must be posted at the intersection with County Road 500 and at an appropriate distance to the east from the sale 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

7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit

will be eliminated from the Sale Area on written notice so that reforestation	operations can begin.
ction Name: Sale Specific	Current as of 4/23/2015 3:00:00PM



Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

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

42 - 002

Sale Number

Year 15

Forest Management Unit Date Mapped By Page of County **Payment** Cruised By Newberry Management Unit Luce 02/25/15 **Payment**

Scale Range Section(s) and Subdivision(s) Township

50N 8W Sec. 19: SE 1/4 NE 1/4. Sec. 20: NW 1/4, W 1/2 NE 1/4, N1/2 SW 1/4. 1:15,840

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H = Hemlock A = Aspen B = Paper Birch J = Jack Pine = Lowland Brush C = Cedar LM = Lowland Mixed D = Treed Bog E = Swamp Hdwoods F = Spruce Fir M = Mpl, Bch, Brch MC = Mixed Conifer

MD = Mixed Decidious

N = Marsh O = Oak P = Lowland Poplar Q = Mixed Swamp Conifer R = Red Pine S = Black Spruce

T = Tamarack

U = Upland Brush UM = Upland Mixed

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

Density

0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well

4 = Pole Timber Poor

6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Medium

5 = Pole Timber Medium

9 = Saw Timber Well

Acres

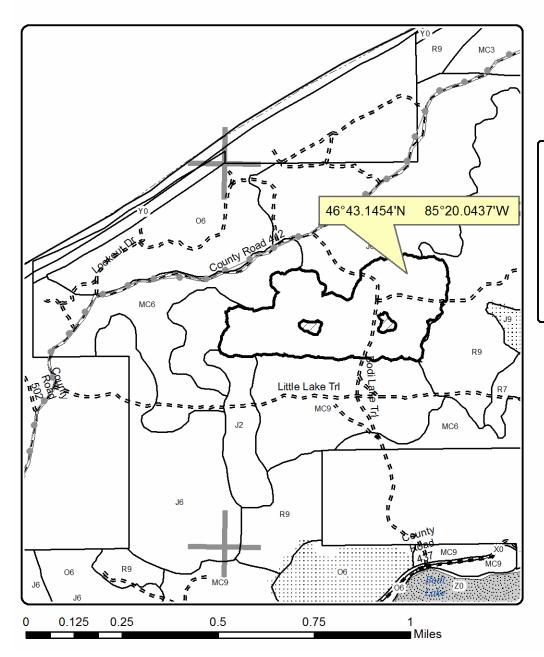
G = Grass

1 31 2 39

Two Pocket Jack Pine

Compartment 43 70 Acres





Legend

Retention Area Section Corners

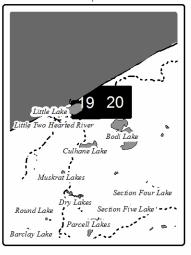
Gravel Poor Dirt

Recreational Trail

Adjacent Stand Boundaries

::::::: Adjacent Timber Sale

Locator Map 1:200,000



TIMBER SALE INFORMATION

CRISP POINT PINE (42-004-15-01)

T50N, R08W, SEC. 20; T50N, R08W, SEC. 21; T50N, R08W, SEC. 22; T50N, R08W. SEC. 27.

SALE NOTE: Harvesting is limited to April 15 to December 15. However, harvesting may be permitted during the winter months if sale specific condition 2.2.3 is followed.

It is recommended that within Payment Units 1-7, hauling occur during the fall or early winter months (October - December) due to frequent summer tourist traffic along County Road 412.

A snowmobile trail occurs within the sale vicinity. Please see sale specification 5.2.41 for restrictions. Purchaser is responsible for posting and maintaining caution signs on County Road 412 prior to beginning operations.

Purchaser shall protect special protection areas (marked with a red boundary line) from damage.

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.

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
Pulpwood			
Black Spruce	371.00 Cords	\$	18.70 / Cord
Jack Pine	1,367.00 Cords	\$	46.30 / Cord
Red Pine	621.00 Cords	\$	92.45 / Cord
White Pine	1,182.00 Cords	\$	24.15 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,440.90:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Pulpwood			
Balsam Fir	27.00 Cords	\$	14.70 / Cord
N. W. Cedar	18.00 Cords	\$	7.60 / Cord
Q. Aspen	11.00 Cords	\$	27.90 / Cord
Red Maple	18.00 Cords	\$	16.35 / Cord
Tamarack	18.00 Cords	\$	17.00 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 8.09 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 **\$8,000.00** 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 must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	10%
02	10%
03	15%
04	20%
05	15%
06	10%
07	20%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2017.

Sale Specific Conditions & Requirements

Sale Name: Crisp Point Pine Sale Number: 42-004-15-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and/or 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. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange 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

2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) #'s 1-7, all species are designated for cutting which meet minimum piece specifications in 2.2 - Utilization, regardless of merchantability.

Within Payment Unit(s) 1-7, leave one mature sawlog sized red or white pine over 14 inches every 80 feet as it exists. Residual red or white pine should be approximately 50/50. In addition leave all red oak and paper birch.

Within Payment Unit(s) 3, 5, 6, and 7, Retention Areas are marked with Red Boundary line.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area, Payment Unit(s) #'s 1-7 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations. A written waiver of this requirement may be obtained if winter logging is necessary.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 3, 4, 5 and 7 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

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)

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 (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. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on any roads by the Unit Manager or his/her representative. The restriction may occur at any time the road conditions have deteriorated to an unacceptable condition.

4.2.4 - Grading (12/14)

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

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

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

5.1.4 - Post-sale conference (6/11)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area 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.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-7, unless changed by written agreement, cutting, skidding and hauling are limited to the period of April 15 to December 15. This restriction is because of low stump heights for reforestation operations.

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4

mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1-7, hauling occur during the fall or early winter months (October - December). The reason for the recommendation is because of the frequent traffic along County Road 412. During the summer months the road is busy with tourist traffic heading to the nearby Crisp Point Lighthouse. The road is narrow and winding. In addition, it is extremely sandy and does not hold up well to heavy log truck traffic for extended periods of time. It is recommended to harvest this sale in the fall months. The road typically holds up better at this time of year when the sand in not as dry and can be more easily maintained. Also, tourist traffic is minimal at this time of year.

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

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 (9/11)

County Road 412 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. The road maintenance/restoration must be done prior to December 1. If the trail road is to be used for hauling during the snowmobile season, via a written waiver, then a snow covered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail.

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.

5.4.4 - Slope protection (2/04)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or hay bales as soon as use is complete to prevent erosion.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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.

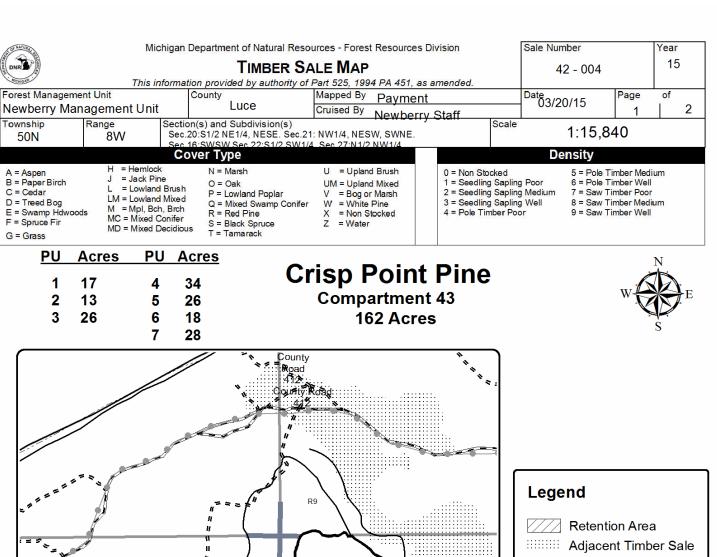
6 - Safety and Fire Prevention

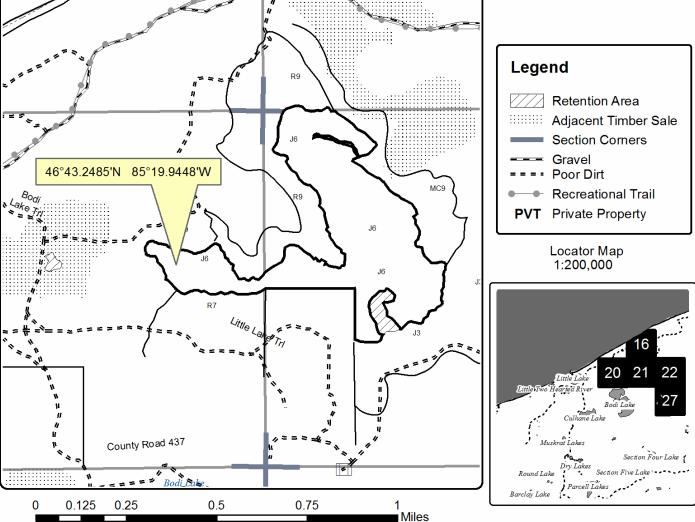
6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on County Road 412 prior to beginning operations. The road must be posted at the intersection of County Road 500 west of the sale and at the appropriate distance east of the sale to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 4/29/2015 3:48:09PM







Township

A = Aspen B = Paper Birch

D = Treed Bog

F = Spruce Fir

E = Swamp Hdwoods

3

26

C = Cedar

G = Grass

Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

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

Sale Number 42 - 004 Year 15

2

Forest Management Unit County Mapped By Payment Newberry Management Unit Cruised By Newberry Staff

Date 03/20/15

Page of

Sec.20:S1/2 NE1/4, NESE. Sec.21: NW1/4, NESW, SWNE. 8W 50N **Cover Type**

Section(s) and Subdivision(s)

S = Black Spruce

T = Tamarack

Scale

Density

1:15,840

H = Hemlock	N = Marsh	U = Upland Brusl
J = Jack Pine L = Lowland Brush	O = Oak	UM = Upland Mixed
LM = Lowland Mixed	P = Lowland Poplar	V = Bog or Marsh
	O = Missaul Communication	\A/ = \A/I=:4= \D:

Bog or Marsh Lowland Poplar W = White Pine Q = Mixed Swamp Conifer R = Red Pine

X = Non Stocked = Water

0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well

4 = Pole Timber Poor

5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Medium

9 = Saw Timber Well

PU Acres PU Acres 1 17 4 34 2 13 5 26

M = Mpl, Bch, Brch

MC = Mixed Conifer

MD = Mixed Decidious

6

7

18

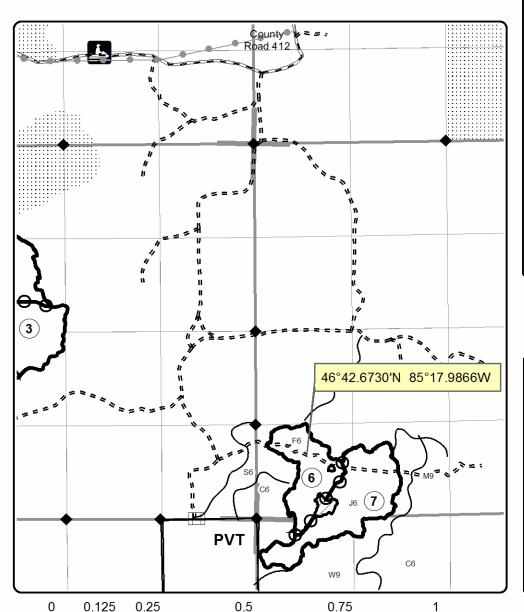
28

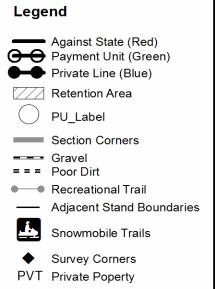
Range

Crisp Point Pine Compartment 43

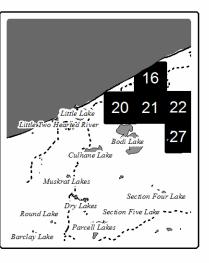
162 Acres







Locator Map 1:200,000



Miles

TIMBER SALE INFORMATION

OLD DAM GRADE MIX (42-007-15-01)

T46N, R10W, SEC. 17; T46N, R10W, SEC. 18.

Luce County (Advertised Price \$46,066.05)

SALE NOTE: Harvesting is limited to December 15 to April 1 due to low ground nature of sale area.

Access to Payment Unit 3 will require construction of new road that is agreed to with the Sale Administrator prior to construction.

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
Pulpwood			
Balsam Fir	153.00 Cords	\$	17.10 / Cord
Black Spruce	585.00 Cords	\$	22.65 / Cord
Mixed Aspen	492.00 Cords	\$	26.10 / Cord
Mixed Hardwood	342.00 Cords	\$	21.00 / Cord
Paper Birch	275.00 Cords	\$	16.30 / Cord
Tamarack	165.00 Cords	\$	19.40 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,492.80:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Sawlogs			
Paper Birch	11.60 MBF	\$	58.00 / MBF
Red Maple	20.00 MBF	\$	91.00 / MBF

^{*} The total volume is statistically estimated within plus (+) or minus (-) 53.82 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:

(c) I dyffieth for each of the following units must be made before cutting begins in that unit.		
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE	
01	33%	
02	39%	
03	21%	
04	7%	

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

Sale Specific Conditions & Requirements

Sale Name: Old Dam Grade Mix Sale Number: 42-007-15-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and green paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1, 2, 3, and 4B, cut all trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any cedar, hemlock, or white pine.

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

Within Payment Unit(s) 4A, 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 aspen pulp consists primarily of trembling aspen and big tooth aspen with a minor component of balsam poplar. Black spruce pulp volumes include a lesser component of white spruce. Mixed hardwood pulp consists of mainly red maple with minor components of yellow birch and black ash.

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)

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 (10/11)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown and/or abandoned roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth at the beginning of any new road course. Stumps and slash must be placed along the road course for a minimum of 200 feet, effectively obliterating it. These roads must be rendered impassable to cars, trucks and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

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

Access to Payment Unit 3 will require construction of new roads, or main skid trails. The location of these new roads or skid trails will be discussed and agreed to with the Sale Administrator prior to any construction beginning.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on any forest roads by the Unit Manager or his/her representative. The restriction may occur during periods of wet weather conditions, or at any time that the damage to the roads is deemed excessive.

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 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. It is recommended that this conference take place prior to equipment being moved off site.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 - 4, unless changed by written agreement, cutting, skidding and hauling are limited to the period of December 15 to April 1. This restriction is due to the low ground nature of the sale area.

5.2.17 - Crane Mats/Timber Mats (10/14)

New Roads or skid trails built into Payment Unit 3, and any access into Payment Unit 4, may require extra protection such as that afforded by Crane Mats/Timber Mats. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette ICC and the Grayling Field Office. Contact the sale administrator for specific details. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$125 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads 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.

5.4.2 - Skid trails (2/04)

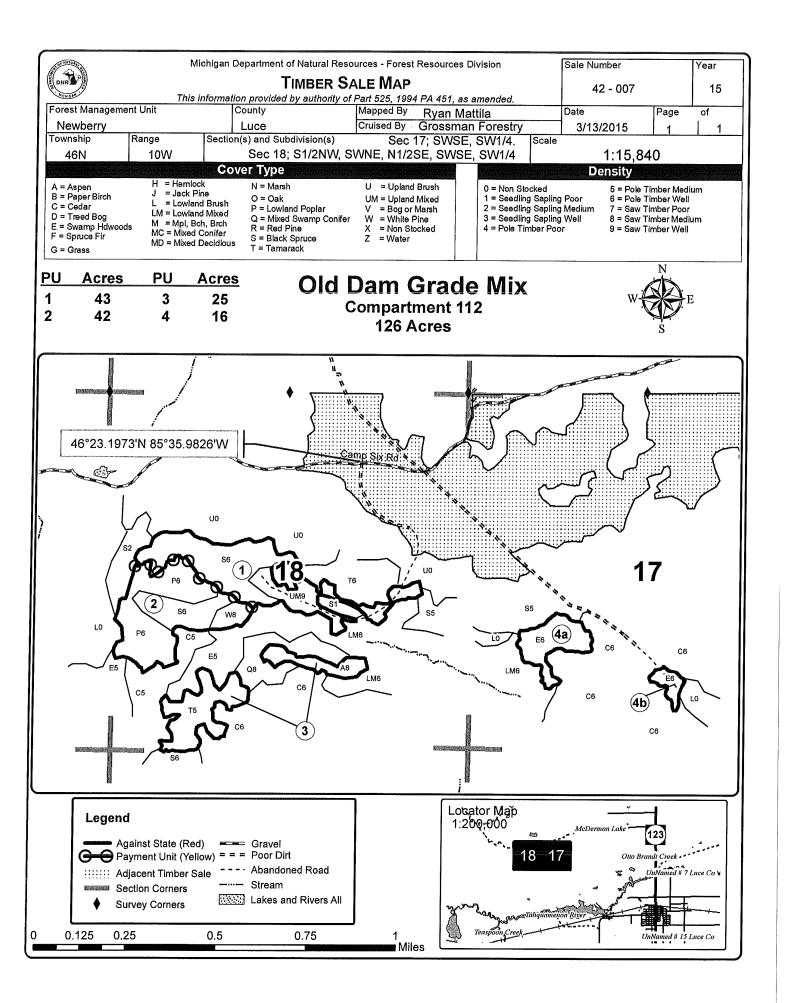
Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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 4/27/2015 3:30:54PM



TIMBER SALE INFORMATION

TEASPOON TIMBER (42-010-15-01)

T45N, R10W, SEC. 04; T45N, R10W, SEC. 05; T46N, R10W, SEC. 29; T46N,

R10W, SEC. 33.

SALE NOTE: Harvesting is limited to December 15 to March 15 due to low ground and wet soil types in sale area.

The County must be contacted prior to harvesting adjacent to the county right-of-way. This applies to Payment Unit 3 along County Road 405.

Access to Payment Unit 4 may be through private or public land (see Sale Specification 4.4.1).

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Pulpwood			
Black Spruce	1,161.00 Cords	\$	22.30 / Cord
Jack Pine	474.00 Cords	\$	43.75 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,790.75:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Balsam Fir	85.00 Cords	\$	17.85 / Cord
Q. Aspen	47.00 Cords	\$	35.20 / Cord
Red Maple	7.00 Cords	\$	19.60 / Cord
Tamarack	73.00 Cords	\$	20.30 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.37 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 \$2,600.00 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:

(c) Fayine it for each of the following units i	nust be made before culting begins in that drift.
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	10%
02	10%
03	35%
04	45%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

Sale Specific Conditions & Requirements

Sale Name: Teaspoon Timber Sale Number: 42-010-15-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1-4, cut all black spruce, jack pine, aspen, balsam fir and tamarack trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any red pine, white pine, cedar or paper birch in any of these units. IN ADDITION:

Within Unit 1, DOT NOT CUT trees with green paint.

Within Unit 2, leave 1 mature aspen tree per acre as they exist.

Within Units 3 and 4, leave sub-merchantable trees standing, they are to be left as residual.

2.1.9 - Harvest exception (12/08)

Do not cut any cedar trees other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing cedar and to leave an intact stand upon sale completion. All cut cedar shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative. Cedar stumpage price will be \$25 per cord.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 3 and 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.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

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)

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 (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. 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 of stumps and logs covered with

earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.4 - Grading (12/14)

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

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The county must be contacted prior to harvesting adjacent to the county road R-O-W. This applies to Payment Unit 3 along County Road 405.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. The private land adjacent to Units 3 and 4 is currently under contract to have their timber harvested; contact the Newberry Field Office for details. 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 on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (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.

5.2.1.2 - Slash Removal

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

All slash must be removed at least 50 feet from the cleared right-of-way of County Road 405 and 10 feet from the cleared right-of-way of the Railroad.

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area 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.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-4, unless changed by written agreement, cutting, skidding and hauling are limited to the period

of December 15 to March 15. This restriction is due to the low ground nature and wet soil types in the sale area.

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

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. 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 (3/13)

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

7.2 - Extensions

7.2.5 - Weather related extension (1/13)

If weather conditions during the operating period of this contract prevent harvesting, this sale may qualify for a weather related extension. If approved, the normal extension fee would be waived. To qualify, there must be a documented attempt each year to harvest in the difficult portion of the sale.

Section Name: Sale Specific Current as of 4/27/2015 3:49:42PM



Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

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

Sale Number Year 15 42 - 010

Page County Date Forest Management Unit Mapped By **Payment** Luce 03/20/15 Newberry Management Unit Cruised By Payment / Tokar Section(s) and Subdivision(s) Sec33: NENE,SENE,NESE,SESE,SWSE. Sec29: SESE. Township Scale Range

10W 46N/45N

ec4: NWNW.NENW. Sec5: NENE

1:15,840

A = Aspen B = Paper Birch

PU

H = Hemlock = Jack Pine = Lowland Brush LM = Lowland Mixed D = Treed Bog M = Mpl, Bch, Brch MC = Mixed Conifer E = Swamp Hdwoods F = Spruce Fir

Cover Type N = Marsh O = Oak

S = Black Spruce T = Tamarack

P = Lowland Poplar Q = Mixed Swamp Conifer R = Red Pine

U = Upland Brush UM = Upland Mixed V = Bog or Marsh W = White Pine X = Non Stocked Z = Water

0 = Non Stocked

0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well 4 = Pole Timber Poor

Density

5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Medium 9 = Saw Timber Well

G = Grass

C = Cedar

PU Acres Acres 4

46

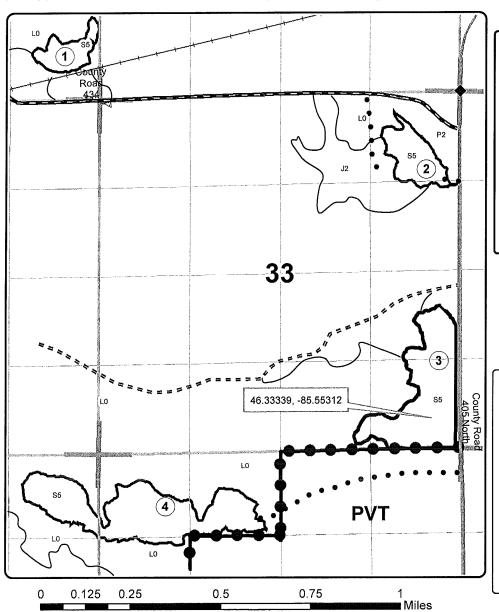
MD = Mixed Decidious

1 9 2 13 3 37

Teaspoon Timber

Compartment 104 105 Acres





Legend Sale Boundary Against State (Red)

Private Line (Blue) PU_Label

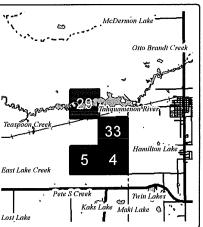
Section Corners

Paved Gravel Poor Dirt

Adjacent Stand Boundaries

Possible Access

Locator Map 1:200,000



PRODUCTS & SPECIES

Pulpwood

BID FORM

ADVERTISED PRICE

52.10 / Cord

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

BID PRICE

TWO POCKET JACK PINE (42-002-15-01) T50N, R08W, SEC. 19; T50N, R08W, SEC. 20, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 11, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

ESTIMATED UNITS*

Jack Pine	1,274.00	Cords	\$	52.10 / Cord	\$	/ Cord	
Red Pine	676.00	Cords	\$	98.90 / Cord	\$	/ Cord	
In addition, the successful bidder	agrees to purchase	the following	species at t	ne indicated advertise	ed price for a to	otal value of \$2,439.90 :	
PRODUCTS & SPECIES	<u>ESTIMATE</u>	O UNITS*	AD\	/ERTISED PRICE			
Pulpwood							
Q. Aspen		Cords	\$	34.75 / Cord			
Red Maple		Cords	\$	22.20 / Cord			
White Pine	82.00	Cords	\$	21.35 / Cord			
Prospective bidders are urged to I understand that any or all bids a understand that consideration ar equipment and staffing subject to FEDERAL ID:	may be rejected. All ad awarding a contract or my control.	bids must be ot will be base	signed and d upon my	all bid items must be past performance and	bid or the bid f	plete the contract based up	
Company or individua	l biddina:						
Company representat							
Address:							
City:	State	:	Zip:				
IF AVAILABLE, PLEASE PLACE	THE PERSONALIZ	ED LABEL FF	ROM YOUR	PROSPECTUS IN T	HE ABOVE BO)X.	
Individual or company representa	ative's signature:				Date:		
Phone number :		Ema	ail (optional)):			



City

Title

Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S 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

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.

ZIP

Signature of Owner or Authorized Representative

State

Date

BID FORM

CRISP POINT PINE (42-004-15-01)

T50N, R08W, SEC. 20; T50N, R08W, SEC. 21; T50N, R08W, SEC. 22; T50N, R08W, SEC. 27, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 11, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	BID PRICE
Pulpwood			
Black Spruce	371.00 Cords	\$ 18.70 / Cord	\$ / Cord
Jack Pine	1,367.00 Cords	\$ 46.30 / Cord	\$ / Cord
Red Pine	621.00 Cords	\$ 92.45 / Cord	\$ / Cord
White Pine	1,182.00 Cords	\$ 24.15 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,440.90:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood	· · · · · · · · · · · · · · · · · · ·		
Balsam Fir	27.00 Cords	\$	14.70 / Cord
N. W. Cedar	18.00 Cords	\$	7.60 / Cord
Q. Aspen	11.00 Cords	\$	27.90 / Cord
Red Maple	18.00 Cords	\$	16.35 / Cord
Tamarack	18.00 Cords	\$	17.00 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 8.09 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SEC	URITY NUMBER:			
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	_ State:	Zip:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual	dividual or company representative's signature: Date:					
Phone nu	none number : Email (optional):					



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

days of the contract award.

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:				
Forest Management Onit.				

	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	Please Check Appropriate Categories:							
1.	My business is organized as (you must check <u>one</u> of the boxes below):							
	A. Sole Proprietorship (individual)							
	B. Partnership							
	C. Corporation							
2.	You must check <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.							
	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

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

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

BID FORM

OLD DAM GRADE MIX (42-007-15-01) T46N, R10W, SEC. 17; T46N, R10W, SEC. 18, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 11, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>A</u>	DVERTISED PRICE	BID F	RICE
Pulpwood					
Balsam Fir	153.00 Cords	\$	17.10 / Cord	\$	/ Cord
Black Spruce	585.00 Cords	\$	22.65 / Cord	\$	/ Cord
Mixed Aspen	492.00 Cords	\$	26.10 / Cord	\$	/ Cord
Mixed Hardwood	342.00 Cords	\$	21.00 / Cord	\$	/ Cord
Paper Birch	275.00 Cords	\$	16.30 / Cord	\$	/ Cord
Tamarack	165.00 Cords	\$	19.40 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,492.80:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Sawlogs			
Paper Birch	11.60 MBF	\$	58.00 / MBF
Red Maple	20.00 MBF	\$	91.00 / MBF

^{*} The total volume is statistically estimated within plus (+) or minus (-) 53.82 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID: or SOCIAL SECURITY NUMBER:						
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:		State:	Zip:			
F AVAIL	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual	vidual or company representative's signature: Date:						
	. , ,	•					



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 DISABIL	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 Exdays of the contract award and prior to the issuance of the t	clusion or Certificate of Insurance must be submitted within 21 imber sale contract.			
•	All Information must be typed or printed except for written si	gnatures.			
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 proprietorship and it Worker's Compensation Laws.	has no employees but the sole proprietor. I am not subject to the			
	 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 than yourself, including family members and active partner	the number of both full-time and part-time employees, other rs (if none, you must enter "0").			
	Full-time Employees	Part-time Employees			
Nam	ne of Business	Federal ID (or) Social Security No.			
Add	ress	Telephone ()			
City	State	ZIP			
	ereby certify that the above information is true and correct. Fur in factors affecting my coverage during any of my prese	I agree to notify the Michigan DNRE of any changes that ent and future operations.			
	Signature of Owner or Authorized Representative				
7	Title	Date			

NEWBERRY OFFICE

TEASPOON TIMBER (42-010-15-01) T45N, R10W, SEC. 04; T45N, R10W, SEC. 05; T46N, R10W, SEC. 29; T46N, R10W, SEC. 33, Luce

County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 11, 2015, 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

ejected.						
PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE	BID PR	ICE	
Pulpwood		· <u> </u>	_			
Black Spruce	1,161.00 Cords	\$	22.30 / Cord	\$	/ Cord	
Jack Pine	474.00 Cords	\$	43.75 / Cord	\$	/ Cord	
n addition, the successful bidder a	agrees to purchase the following sp	ecies at th	ne indicated advertised	d price for a tot	al value of \$4,790).75 :
PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE			
Pulpwood						
Balsam Fir	85.00 Cords	\$	17.85 / Cord			
Q. Aspen	47.00 Cords	\$	35.20 / Cord			
Red Maple	7.00 Cords	\$	19.60 / Cord			
Tamarack	73.00 Cords	\$	20.30 / Cord			

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	AL SECURITY NUMBER	!:	
Company or individual bio				
Company representative's name:				
Address:				
City:	State:	Zip:		

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.37 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.



Title

Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

	VERIFICATION OF WORKER'S 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.						
٠	All Information must be typed or printed except for written signatures.						
Please Check Appropriate Categories:							
1.	 My business is organized as (you must check <u>one</u> of the boxes below): A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation 						
2.	 You must check one of the boxes below: A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract 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 En	nployees		Part-time Employees			
Name of Business		Federal ID (or) Social Security No.					
Address		Telephone ()					
City		State	ZIP				
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative							

Date