

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #5787**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on December 19, 2016.

LOCATION: SAULT STE MARIE MGMT UNIT, PO BOX 798, 2001 ASHMUN, SAULT STE MARIE, MI 49783.

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

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

# <u>Cranberry Hardwood Take II</u> (45-001-16)

Chippewa County, Advertised Price \$40,050.20, 138.2 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: The purchaser is required to access this sale using the temporary crossing location or by finding a way through private to the North. The DNR will provide the bridge but the purchaser will install it with the DNR's oversight. The DNR will also get the required DEQ permit for the crossing.

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.

# Glide Path Hardwoods (45-609-16)

Mackinac County, Advertised Price \$10,648.30, 6.9 Acres, Hardwood, Sugar Maple.

SALE NOTE: This sale is located on township property at the end of the Hessel Airport. This harvest is being done to expand the glide path for the runway. The purchaser is required to clear all trees from the sale area.

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 private land.

#### GNA Aussie Aspen (45-810-16)

Mackinac County, Advertised Price \$97,878.15, 186.3 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on national forest land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions & Requirements containing the acronym 'GNA'.

Access may be through other public land.

TAYLOR CREEK WEST (SBW) (45-015-15) / T43N, R01W, SEC. 19, NE1/4, E1/2NW, N1/2SW. Mackinac County, Advertised Price \$26,369.05, 159.0 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: Access to this sale is across private property. It is the responsibility of the purchaser to contact the landowner regarding access into the sale. Contact the DNR Sault Ste. Marie field office for details and the landowners contact information.

Access may be through private land.

# BID INSTRUCTIONS (VER. 09/02/2016):

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

Bids must be received by the Unit Manager, SAULT STE MARIE OFFICE, PO BOX 798 2001 ASHMUN, SAULT STE MARIE, MI 49783, no later than 10:00 a.m. (local time) on December 19, 2016. For further information concerning this sale, contact Jeff Wise at 906-635-5281 extension 2.

# 2. Bidder's Qualifications (5/16)

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, the 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 (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. 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 hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

# 4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy 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.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

# 5. Public Opening of Sealed Bids (7/16)

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 or announce the withdrawal of their online bid 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 (7/16)

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.

# 12. Good Neighbor Authority (GNA) Requirements (7/16)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

# 13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

KEITH CREAGH Director

# TIMBER SALE INFORMATION

# Cranberry Hardwood Take II (45-001-16)

Chippewa County (Advertised Price \$40,050.20)

SALE NOTE: The purchaser is required to access this sale using the temporary crossing location or by finding a way through private to the North. The DNR will provide the bridge but the purchaser will install it with the DNR's oversight. The DNR will also get the required DEQ permit for the crossing.

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 |
|--------------------|------------------|-------|------------|---------------|
| Sawtimber          |                  |       |            |               |
| Red Maple          | 1.10             | MBF   | \$         | 91.00 / MBF   |
| Sugar Maple        | 6.90             | MBF   | \$         | 431.00 / MBF  |
| Pulpwood           |                  |       |            |               |
| Balsam Fir         | 232.00           | Cords | \$         | 13.85 / Cord  |
| Balsam Poplar      | 86.00            | Cords | \$         | 20.45 / Cord  |
| Beech              | 162.00           | Cords | \$         | 18.75 / Cord  |
| Black Spruce       | 4.00             | Cords | \$         | 23.15 / Cord  |
| Mixed Aspen        | 685.00           | Cords | \$         | 20.45 / Cord  |
| Mixed Hardwood     | 508.00           | Cords | \$         | 18.75 / Cord  |
| Paper Birch        | 193.00           | Cords | \$         | 20.45 / Cord  |
| Tamarack           | 4.00             | Cords | \$         | 12.85 / Cord  |
| White Spruce       | 58.00            | Cords | \$         | 23.15 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.65 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$3,204.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

# **Description of Timber by Payment Unit (PU)**

| PU | MARKET GROUP             | PRODUCT    | QUANTITY              | UNIT                    | ACRES | ADVERTISE PRICE |
|----|--------------------------|------------|-----------------------|-------------------------|-------|-----------------|
| 1  | Balsam Fir               | Pulpwood   | 38.0                  | Cords                   | 16.9  | \$7,325.05      |
|    | Balsam Poplar            |            | 34.0                  | Cords                   |       |                 |
|    | Black Spruce             |            | 4.0                   | Cords                   |       |                 |
|    | Mixed Aspen              |            | 213.0                 | Cords                   |       |                 |
|    | Quaking Aspen            |            | 213.0                 | Cords                   |       |                 |
|    | Mixed Hardwood           |            | 59.0                  | Cords                   |       |                 |
|    | Red Maple                |            | 33.0                  | Cords                   |       |                 |
|    | Sugar Maple              |            | 26.0                  | Cords                   |       |                 |
|    | Paper Birch              |            | 13.0                  | Cords                   |       |                 |
|    | Tamarack                 |            | 4.0                   | Cords                   |       |                 |
|    | White Spruce             |            | 10.0                  | Cords                   |       |                 |
| 2  | Sugar Maple              | Sawtimber  | 5.8                   | MBF                     | 26.0  | \$7,598.60      |
|    | Balsam Fir               | Pulpwood   | 3.0                   | Cords                   |       |                 |
|    | Balsam Poplar            |            | 20.0                  | Cords                   |       |                 |
|    | Beech                    |            | 17.0                  | Cords                   |       |                 |
|    | Mixed Aspen              |            | 10.0                  | Cords                   |       |                 |
|    | Quaking Aspen            |            | 10.0                  | Cords                   |       |                 |
|    | Mixed Hardwood           |            | 220.0                 | Cords                   |       |                 |
|    | Red Maple                |            | 4.0                   | Cords                   |       |                 |
|    | Sugar Maple              |            | 216.0                 | Cords                   |       |                 |
| 3  | Red Maple                | Sawtimber  | 1.1                   | MBF                     | 25.5  | \$4,764.60      |
| ŭ  | Sugar Maple              | - Cawambon | 1.1                   | MBF                     | 20.0  | ψ1,7 0 1.00     |
|    | Balsam Fir               | Pulpwood   | 3.0                   | Cords                   |       |                 |
|    | Balsam Poplar            |            | 3.0                   | Cords                   |       |                 |
|    | Beech                    |            | 31.0                  | Cords                   |       |                 |
|    | Mixed Hardwood           |            | 187.0                 | Cords                   |       |                 |
|    | Ironwood                 |            | 5.0                   | Cords                   |       |                 |
|    | Red Maple                |            | 11.0                  | Cords                   |       |                 |
|    | Sugar Maple              |            | 171.0                 | Cords                   |       |                 |
| 4  | Beech                    | Pulpwood   | 113.0                 | Cords                   | 28.4  | \$2,118.75      |
| 5  | Balsam Fir               | Pulpwood   | 108.0                 | Cords                   | 21.6  | \$11,623.05     |
|    | Balsam Poplar            |            | 29.0                  | Cords                   |       | ¥ · · ·,•==     |
|    | Mixed Aspen              |            | 399.0                 | Cords                   |       |                 |
|    | Quaking Aspen            |            | 399.0                 | Cords                   |       |                 |
|    | Mixed Hardwood           |            | 13.0                  | Cords                   |       |                 |
|    | Sugar Maple              |            | 13.0                  | Cords                   |       |                 |
|    | Paper Birch              |            | 27.0                  | Cords                   |       |                 |
|    | White Spruce             |            | 25.0                  | Cords                   |       |                 |
| 6  | Balsam Fir               | Pulpwood   | 80.0                  | Cords                   | 19.8  | \$6,620.15      |
| Ĭ  | Beech                    |            | 1.0                   | Cords                   | 13.0  | ψ0,020.10       |
|    | Mixed Aspen              |            | 63.0                  | Cords                   |       |                 |
|    | Quaking Aspen            |            | 63.0                  | Cords                   |       |                 |
|    | Quantity Aspett          |            |                       | Cords                   |       |                 |
|    | Mixed Hardwood           |            | Jun                   |                         |       |                 |
|    | Mixed Hardwood           |            | 29.0<br>29.0          |                         |       |                 |
|    | Red Maple                |            | 29.0                  | Cords                   |       |                 |
|    | Red Maple<br>Paper Birch |            | 29. <i>0</i><br>153.0 | Cords<br>Cords          |       |                 |
|    | Red Maple                |            | 29.0<br>153.0<br>23.0 | Cords<br>Cords<br>Cords |       |                 |
|    | Red Maple<br>Paper Birch | TOTAL:     | 29. <i>0</i><br>153.0 | Cords<br>Cords          |       |                 |

# Sale Specific Conditions & Requirements

Sale Name: Cranberry Hardwood Take II Sale Number: 45-001-16 Seq#: 1

#### 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. In some areas roads were used as sale boundaries. 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

# 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) #1, cut all trees that are four (4) inches or more at DBH. Do not cut oak, hemlock, pine, cedar, yellow birch or elm if it exists within the unit.

Within Payment Unit #5, cut all deciduous trees that are two (2) inches or more at DBH and cut all conifer trees that are four (4) inches or more at DBH. Do not cut cedar, pine, hemlock, oak or yellow birch.

Within Payment Unit #6A, cut all conifers that are four (4) inches or larger in DBH and cut all deciduous trees that are two (2) inches or larger in DBH. Do not cut green marked cedar trees or any pine, hemlock, oak and yellow birch. Stay out of retention pocket marked in red paint.

Within Payment Unit #6B, cut all conifer trees that are four (4) or more in DBH and all deciduous trees that are two (2) inches or more in DBH. Do not cut cedar, pine, oak, hemlock or yellow birch.

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

Within Payment Unit(s) #'s 2 and 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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

Within Payment Unit(s) # 4, all beech trees are designated for cutting regardless of merchantability. Do not cut green marked beech.

# 2.2 - Utilization

# 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

# 3 - Payments

### 3.3 - Pre-measured Sales

## 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) #'s 1, 2, 3, 4, 5 and 6 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

# 4 - Transportation

#### 4.1 - Construction

# 4.1.2 - Stream crossings, specific (3/11)

The creek crossing will require the installation of a portable bridge which may be borrowed from the DNR. This installation

will be performed by the producer, in accordance with the specifications on the appropriate permits which shall be provided by the DNR.

# 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)

Creation 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 a portion of the trail as specified by the sale administrator. 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.

#### 4.1.9 - Road work (2) (12/08)

On Cranberry Lake road, the Purchaser must ditch and crown a portion of this road as designated by the sale administrator before any gravel is placed. A final grading on this portion of the road must be done when hauling is complete. The Purchaser is required to purchase and spread 100 yards of pit run gravel with maximum stone size of 6 inches in diameter. The Purchaser is required to place this gravel in the roughly dozen holes that are located at the east end of the Cranberry Lake Road. Gravel placement will be as designated by the sale administrator.

#### 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. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

# 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 3 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 3 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

# 5.2.2 - 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) #'s 1, 2, 3, 4 and 5, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of frozen winter conditions. This restriction is because the bridge requires approaches of snow to be frozen in place.

#### 5.2.4 - Dead and Down Creation

# 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

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

Some roads or skid trails may require extra protection such as that afforded by Crane Mats/Timber Mats. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette 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 \$125.00 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

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

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

# 5.2.39 - ORV trail/route protection (12/12)

The ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline.

# 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

# 5.3 - Stream Protection

# 5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 50 feet of the creek except at an approved crossing.

# 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 (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

# 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations

during the snowmobile season (approximately December 1 to March 31). The trail must be posted at 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.

# 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the 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 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 (7/09)

The sale area has received damage from beech bark disease and spruce budworm. 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.

Section Name: Sale Specific Current as of 10/31/2016 2:13:15PM

D = Treed Bog

# Michigan Department of Natural Resources - Forest Management Division TIMBER SALE MAP

45-001-16-01

Year 2016

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

County Mapped By **Brinks** Chippewa Cruised By **Brinks**  Date 5/26/2016

Sale Number

of

Sault Ste Marie Township Range **T41N** R3E

Forest Management Unit

Section(s) and Subdivision(s) Sec.1- W1/2NE,E1/2NW,N1/2SW Scale Sec.2- NWNW, E1/2NW, W1/2NE, NESW, NWSE

1:15840 or 4"=1 mile

**Density** 

M = Mpl, Bch, Brch

H = Hemlock J = Jack Pine A = Aspen B = Paper Birch C = Cedar

= Lowland Brush LM = Lowland Mixed

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

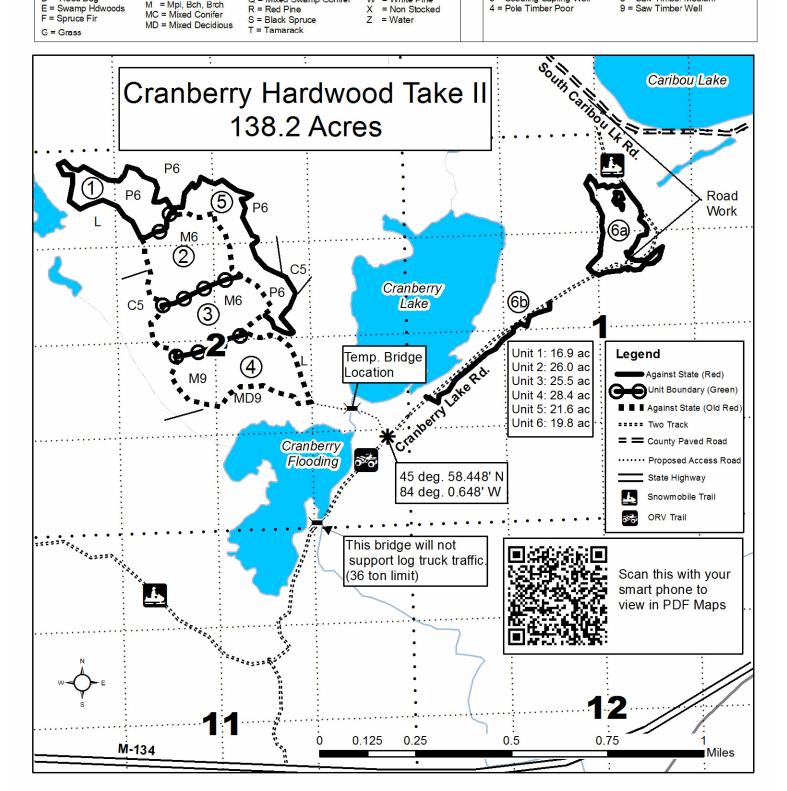
U = Upland Brush UM = Upland Mixed = Bog or Marsh W = White Pine = Non Stocked

0 = Non Stocked 5 = Pole Timber Medium 6 = Pole Timber Well

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 7 = Saw Timber Poor 8 = Saw Timber Medium 3 = Seedling Sapling Well 4 = Pole Timber Poor

9 = Saw Timber Well

Page



# TIMBER SALE INFORMATION

#### Glide Path Hardwoods (45-609-16)

Mackinac County (Advertised Price \$10,648.30)

SALE NOTE: This sale is located on township property at the end of the Hessel Airport. This harvest is being done to expand the glide path for the runway. The purchaser is required to clear all trees from the sale area.

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 private land.

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

| ESTIMATED UNITS* |   | <u>ADV</u>  | ERTISED PRICE  |
|------------------|---|---|--|
|                  |   |   |  |
| 1.10             | MBF   | \$  | 100.00 / MBF   |
| 0.90             | MBF   | \$  | 227.00 / MBF   |
| 13.30            | MBF   | \$  | 474.00 / MBF   |
| 4.40             | MBF   | \$  | 147.00 / MBF   |
|                  |   |   |  |
| 4.00             | Cords   | \$  | 15.25 / Cord   |
| 24.00            | Cords   | \$  | 24.85 / Cord   |
| 89.00            | Cords   | \$  | 20.65 / Cord   |
| 9.00             | Cords   | \$  | 24.55 / Cord   |
| 10.00            | Cords   | \$  | 22.50 / Cord   |
| 14.00            | Cords   | \$  | 22.45 / Cord   |
| 5.00             | Cords   | \$  | 25.50 / Cord   |
|                  | 1.10<br>0.90<br>13.30<br>4.40<br>4.00<br>24.00<br>89.00<br>9.00<br>10.00<br>14.00 | 1.10 MBF 0.90 MBF 13.30 MBF 4.40 MBF  4.00 Cords 24.00 Cords 89.00 Cords 9.00 Cords 10.00 Cords 14.00 Cords | 1.10 MBF \$ 0.90 MBF \$ 13.30 MBF \$ 4.40 MBF \$ 4.40 Cords \$ 24.00 Cords \$ 89.00 Cords \$ 9.00 Cords \$ 10.00 Cords \$ 14.00 Cords \$ |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 25.98 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 \$852.00 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 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 12/31/2017.

# **Description of Timber by Payment Unit (PU)**

| PU | MARKET GROUP   | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|----------|-------|-------|-----------------|
| 1  | Red Maple      | Sawtimber | 1.1      | MBF   | 6.9   | \$10,648.30     |
|    | Red Oak        |           | 0.9      | MBF   |       |                 |
|    | Sugar Maple    |           | 13.3     | MBF   |       |                 |
|    | Yellow Birch   |           | 4.4      | MBF   |       |                 |
|    | Balsam Fir     | Pulpwood  | 4.0      | Cords |       |                 |
|    | Hemlock        |           | 24.0     | Cords |       |                 |
|    | Mixed Hardwood |           | 89.0     | Cords |       |                 |
|    | Beech          |           | 6.0      | Cords |       |                 |
|    | Red Maple      |           | 29.0     | Cords |       |                 |
|    | Red Oak        |           | 1.0      | Cords |       |                 |
|    | Sugar Maple    |           | 42.0     | Cords |       |                 |
|    | Yellow Birch   |           | 11.0     | Cords |       |                 |
|    | N. White Cedar |           | 9.0      | Cords |       |                 |
|    | Paper Birch    |           | 10.0     | Cords |       |                 |
|    | Quaking Aspen  |           | 14.0     | Cords |       |                 |
|    | White Spruce   |           | 5.0      | Cords |       |                 |
|    |                | TOTAL:    | 19.7     | MBF   |       |                 |
|    |                | TOTAL:    | 155.0    | Cords |       |                 |

# Sale Specific Conditions & Requirements

Sale Name: Glide Path Hardwoods Sale Number: 45-609-16 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by red 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

# 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) #1, cut all trees that are two (2) inches or more at DBH.

# 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.

#### 4.2 - 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.

#### 4.2.5 - Two wheel drive condition (2/04)

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

# 4.4 - Access

# 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser.

#### 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 3 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 3 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

# 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic

control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. 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. The snowmobile trail may only be crossed at right angles. 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.

#### 5.4 - Soil Protection

#### 5.4.4 - Slope protection (5/15)

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

# 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on snowmobile trail 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)

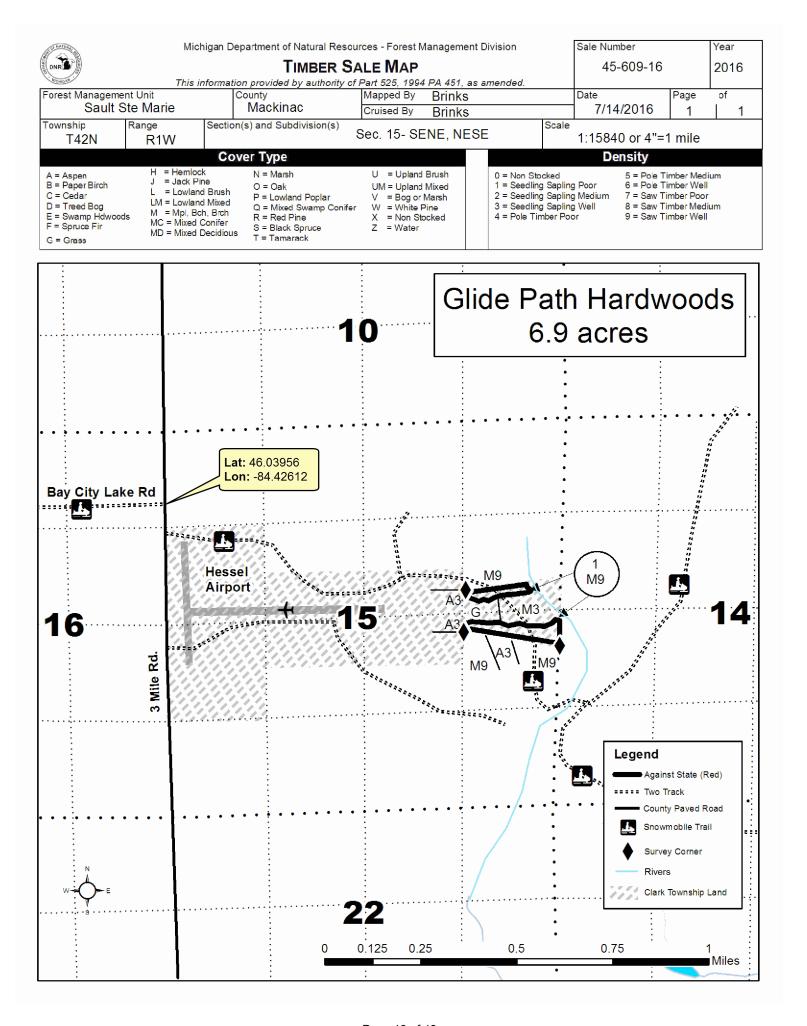
There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine 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.

#### 7.10 - Certified Timber

#### 7.10.1 - Non-certified timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified".

Section Name: Sale Specific Current as of 10/31/2016 2:24:36PM



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|-----------|-------|
|-----------|-------|

# TIMBER SALE INFORMATION

# GNA Aussie Aspen (45-810-16)

Mackinac County (Advertised Price \$97,878.15)

SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on national forest land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions & Requirements containing the acronym 'GNA'.

Access may be through other public land.

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

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> |       | <u>ADV</u> | ERTISED PRICE |
|--------------------|-------------------------|-------|------------|---------------|
| Sawtimber          |                         |       |            |               |
| Basswood           | 4.60                    | MBF   | \$         | 166.00 / MBF  |
| Red Maple          | 5.70                    | MBF   | \$         | 118.00 / MBF  |
| Sugar Maple        | 4.10                    | MBF   | \$         | 560.00 / MBF  |
| Pulpwood           |                         |       |            |               |
| Balsam Fir         | 702.00                  | Cords | \$         | 18.00 / Cord  |
| Black Spruce       | 118.00                  | Cords | \$         | 30.10 / Cord  |
| Hemlock            | 12.00                   | Cords | \$         | 6.50 / Cord   |
| Mixed Aspen        | 1,757.00                | Cords | \$         | 26.55 / Cord  |
| Mixed Hardwood     | 318.00                  | Cords | \$         | 24.40 / Cord  |
| N. White Cedar     | 16.00                   | Cords | \$         | 29.00 / Cord  |
| Paper Birch        | 742.00                  | Cords | \$         | 26.55 / Cord  |
| Red Pine           | 4.00                    | Cords | \$         | 64.60 / Cord  |
| White Pine         | 11.00                   | Cords | \$         | 22.80 / Cord  |
| White Spruce       | 93.00                   | Cords | \$         | 30.10 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.43 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 \$7,830.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

# **Description of Timber by Payment Unit (PU)**

| PU | MARKET GROUP   | PRODUCT     | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE         |
|----|----------------|-------------|----------|-------|-------|-------------------------|
| 1  | Basswood       | Sawtimber   | 2.1      | MBF   | 17.3  | \$11,764.90             |
|    | Red Maple      |             | 0.8      | MBF   |       |                         |
|    | Sugar Maple    |             | 1.5      | MBF   |       |                         |
|    | Balsam Fir     | Pulpwood    | 88.0     | Cords |       |                         |
|    | Mixed Aspen    | •           | 134.0    | Cords |       |                         |
|    | Quaking Aspen  |             | 134.0    | Cords |       |                         |
|    | Mixed Hardwood |             | 111.0    | Cords |       |                         |
|    | Basswood       |             | 53.0     | Cords |       |                         |
|    | Black Cherry   |             | 12.0     | Cords |       |                         |
|    | Ironwood       |             | 7.0      | Cords |       |                         |
|    | Red Maple      |             | 16.0     | Cords |       |                         |
|    | Sugar Maple    |             | 23.0     | Cords |       |                         |
|    | N. White Cedar |             | 2.0      | Cords |       |                         |
|    | Paper Birch    |             | 72.0     | Cords |       |                         |
|    | White Spruce   |             | 22.0     | Cords |       |                         |
| 2  | Sugar Maple    | Sawtimber   | 0.6      | MBF   | 27.0  | \$17,740.95             |
| _  | Balsam Fir     | Pulpwood    | 159.0    | Cords | 27.0  | ψ17,7 10.00             |
|    | Mixed Aspen    | i dipwood   | 249.0    | Cords |       |                         |
|    | Balsam Poplar  |             | 14.0     | Cords |       |                         |
|    | Quaking Aspen  |             | 235.0    | Cords |       |                         |
|    | Mixed Hardwood |             | 3.0      | Cords |       |                         |
|    | Sugar Maple    |             | 3.0      | Cords |       |                         |
|    | Paper Birch    |             | 296.0    | Cords |       |                         |
| 3  | Basswood       | Sawtimber   | 2.5      | MBF   | 32.5  | \$15,144.15             |
| 3  | Sugar Maple    | Sawtiiiibei | 0.5      | MBF   | 32.5  | φ15,1 <del>44</del> .15 |
|    | Balsam Fir     | Pulpwood    | 191.0    | Cords |       |                         |
|    |                | Pulpwood    | 188.0    | Cords |       |                         |
|    | Mixed Aspen    |             |          | 1     |       |                         |
|    | Balsam Poplar  |             | 4.0      | Cords |       |                         |
|    | Quaking Aspen  |             | 184.0    | Cords |       |                         |
|    | Mixed Hardwood |             | 28.0     | Cords |       |                         |
|    | Basswood       |             | 15.0     | Cords |       |                         |
|    | Sugar Maple    |             | 13.0     | Cords |       |                         |
|    | Paper Birch    | 0           | 201.0    | Cords | 45.7  | #0.70F.F0               |
| 4  | Sugar Maple    | Sawtimber   | 0.5      | MBF   | 15.7  | \$9,725.50              |
|    | Balsam Fir     | Pulpwood    | 90.0     | Cords |       |                         |
|    | Mixed Aspen    |             | 136.0    | Cords |       |                         |
|    | Balsam Poplar  |             | 7.0      | Cords |       |                         |
|    | Quaking Aspen  |             | 129.0    | Cords |       |                         |
|    | Mixed Hardwood |             | 46.0     | Cords |       |                         |
|    | Beech          |             | 1.0      | Cords |       |                         |
|    | Black Cherry   |             | 8.0      | Cords |       |                         |
|    | Red Maple      |             | 13.0     | Cords |       |                         |
|    | Sugar Maple    |             | 24.0     | Cords |       |                         |
|    | Paper Birch    |             | 104.0    | Cords |       |                         |
|    | White Spruce   |             | 11.0     | Cords |       |                         |
| 5  | Balsam Fir     | Pulpwood    | 22.0     | Cords | 11.7  | \$5,617.75              |
|    | Mixed Aspen    |             | 193.0    | Cords |       |                         |
|    | Balsam Poplar  |             | 72.0     | Cords |       |                         |
|    | Quaking Aspen  |             | 121.0    | Cords |       |                         |
|    | Mixed Hardwood |             | 4.0      | Cords |       |                         |
|    | White Ash      |             | 4.0      | Cords |       |                         |
| 6  | Balsam Fir     | Pulpwood    | 21.0     | Cords | 10.5  | \$7,409.45              |
|    | Mixed Aspen    |             | 263.0    | Cords |       |                         |
|    | Balsam Poplar  |             | 115.0    | Cords |       |                         |
|    | Quaking Aspen  |             | 148.0    | Cords |       |                         |
|    | -,,,,          |             |          |       |       |                         |

# Description of Timber by Payment Unit (PU), con't

| PU    | MARKET GROUP   | PRODUCT     | QUANTITY | UNIT  | ACRES  | ADVERTISE PRICE |
|-------|----------------|-------------|----------|-------|--|-----------------|
| con't | American Elm   | Pulpwood    | 2.0      | Cords |  |                 |
| 7     | Balsam Fir     | Pulpwood    | 54.0     | Cords | 13.2   | \$8,499.75      |
|       | Mixed Aspen    |             | 268.0    | Cords |  |                 |
|       | Balsam Poplar  |             | 6.0      | Cords |  |                 |
|       | Quaking Aspen  |             | 262.0    | Cords |  |                 |
|       | Mixed Hardwood |             | 5.0      | Cords |  |                 |
|       | Black Cherry   |             | 2.0      | Cords |  |                 |
|       | White Ash      |             | 3.0      | Cords |  |                 |
|       | Paper Birch    |             | 3.0      | Cords |  |                 |
|       | White Spruce   |             | 7.0      | Cords |  |                 |
| 8     | Balsam Fir     | Pulpwood    | 14.0     | Cords | 10.3   | \$5,988.50      |
|       | Black Spruce   |             | 67.0     | Cords |  |                 |
|       | Mixed Aspen    |             | 95.0     | Cords |  |                 |
|       | B. T. Aspen    |             | 44.0     | Cords |  |                 |
|       | Balsam Poplar  |             | 13.0     | Cords |  |                 |
|       | Quaking Aspen  |             | 38.0     | Cords |  |                 |
|       | Mixed Hardwood |             | 7.0      | Cords |  |                 |
|       | Red Maple      |             | 5.0      | Cords |  |                 |
|       | White Ash      |             | 2.0      | Cords |  |                 |
|       | Paper Birch    |             | 13.0     | Cords |  |                 |
|       | Red Pine       |             | 4.0      | Cords |  |                 |
|       | White Pine     |             | 8.0      | Cords |  |                 |
|       | White Spruce   |             | 8.0      | Cords |  |                 |
| 9     | Red Maple      | Sawtimber   | 3.2      | MBF   | 10.8   | \$6,243.30      |
|       | Balsam Fir     | Pulpwood    | 39.0     | Cords |  | . ,             |
|       | Black Spruce   |             | 51.0     | Cords |  |                 |
|       | Mixed Aspen    |             | 35.0     | Cords |  |                 |
|       | B. T. Aspen    |             | 16.0     | Cords |  |                 |
|       | Quaking Aspen  |             | 19.0     | Cords |  |                 |
|       | Mixed Hardwood |             | 49.0     | Cords |  |                 |
|       | Red Maple      |             | 49.0     | Cords |  |                 |
|       | N. White Cedar |             | 2.0      | Cords |  |                 |
|       | Paper Birch    |             | 19.0     | Cords |  |                 |
|       | White Pine     |             | 3.0      | Cords |  |                 |
|       | White Spruce   |             | 29.0     | Cords |  |                 |
| 10    | Red Maple      | Sawtimber   | 1.7      | MBF   | 22.1   | \$4,458.55      |
|       | Balsam Fir     | Pulpwood    | 12.0     | Cords |  | ψ1,100.00       |
|       | Mixed Aspen    | 1 dipwood   | 73.0     | Cords |  |                 |
|       | Quaking Aspen  |             | 73.0     | Cords |  |                 |
|       | Mixed Hardwood |             | 36.0     | Cords |  |                 |
|       | Red Maple      |             | 33.0     | Cords |  |                 |
|       | Sugar Maple    |             | 3.0      | Cords |  |                 |
|       | N. White Cedar |             | 11.0     | Cords |  |                 |
|       | Paper Birch    |             | 16.0     | Cords |  |                 |
|       | White Spruce   |             | 16.0     | Cords |  |                 |
| 4.4   | -              | Caustinahas |          |       | 45.0   | ФЕ 20E 20       |
| 11    | Sugar Maple    | Sawtimber   | 1.0      | MBF   | 15.2   | \$5,285.35      |
|       | Balsam Fir     | Pulpwood    | 12.0     | Cords |  |                 |
|       | Hemlock        |             | 12.0     | Cords |  |                 |
|       | Mixed Aspen    |             | 123.0    | Cords |  |                 |
|       | B. T. Aspen    |             | 106.0    | Cords |  |                 |
|       | Quaking Aspen  |             | 17.0     | Cords |  |                 |
|       | Mixed Hardwood |             | 27.0     | Cords |  |                 |
|       | Ironwood       |             | 2.0      | Cords |  |                 |
|       | Red Maple      |             | 17.0     | Cords |  |                 |
|       | Sugar Maple    |             | 6.0      | Cords |  |                 |
|       | Yellow Birch   |             | 2.0      | Cords | <u>                                       </u> |                 |

# Description of Timber by Payment Unit (PU), con't

| PU       | MARKET GROUP   | PRODUCT  | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|----------|----------------|----------|----------|-------|-------|-----------------|
| 11 con't | N. White Cedar | Pulpwood | 1.0      | Cords |       |                 |
|          | Paper Birch    |          | 18.0     | Cords |       |                 |
|          |                | TOTAL:   | 14.4     | MBF   |       |                 |
|          |                | TOTAL:   | 3,773.0  | Cords |       |                 |

# Sale Specific Conditions & Requirements

Sale Name: GNA Aussie Aspen Sale Number: 45-810-16 Seq#: 1

#### 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 orange paint. Exterior sale boundary lines against private property are marked with red paint. Exterior sale boundary lines against USFS are marked with orange paint (slashes). Interior Payment Unit boundaries are marked with orange paint (two dots and slashes). The painted boundary line trees are not Included Timber and are to be protected. Orange painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

# 2.1 - Included Timber

# 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) #'s 1, 4, 5, 6, 7, 8, and 9, cut all trees that are one (1) inch or more at DBH. Except in Payment Unit(s) 1, 4 and 9 do not cut special protection areas which are marked and Identified with orange boundary paint and shown on the map. Within Payment Unit(s) 5, 6, 7, and 8 do not cut special protection trees which are marked and Identified by 2 slashes of orange paint. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. Special protection areas identified in accordance with condition 3.4.3, 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) #'s 10 and 11, all trees are designated for cutting when marked with slashes of blue paint above and below stump height, regardless of merchantability. Do NOT cut trees with 3 blue dots, these are boundary line trees from an old timber sale.

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

Within Payment Unit(s) #'s 2 and 3, all balsam fir, paper birch, quaking aspen, big toothed aspen and balsam poplar trees that are 1" in DBH or greater are designated for cutting regardless of merchantability. In areas of mostly aspen and birch, cut saplings of all species that are between 1" and 5" in DBH. There is a small patch of hardwoods within these units. Within this area cut all trees marked with blue paint.

# 2.2 - Utilization

# 2.2.12 - GNA, cut and remove included timber (1/16)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove included timber and Purchaser agrees to purchase, cut, and remove included timber.

# 3 - Payments

# 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) #'s 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 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.

#### 3.4 - Damaged Timber

#### 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with 2 slashes of orange paint. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay double stumpage based on purchase price as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

# 3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with an orange boundary line. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$500 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

# 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.

# 4.1.5 - Culverts (5/14)

Roads may require the installation of temporary culverts for cross drainage or at natural drainage-ways. If temporary culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. 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.

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

Construction of new temporary 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 temporary roads built into the sale must be blocked to vehicle traffic upon completion of the sale. 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 temporary 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. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. 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.

#### 4.3 - Public Right-of-Way

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

The county must be contacted prior to crossing or harvesting in the county road R-O-W.

# 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 3 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 3 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 forest roads, 25 feet back from Bay road, and 10 feet back from the red paint line.

# 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 48 inches in height. All slash must be scattered and not left in windrows or piles.

# 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) #'s 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of dry summer or frozen winter conditions. In general this will require there to be 12" of compacted snow or 6" of frost in the winter and during the summer the water table must be at least 15" below the surface. This restriction is because of poorly drained soils.

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

Some roads or skid trails may require extra protection such as that afforded by Crane Mats/Timber Mats. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette 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 \$125.00 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

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

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

# 5.4 - Soil Protection

# 5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 30 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

# 5.6 - Debris and Waste Material

#### 5.6.2 - GNA, equipment cleaning (1/16)

(a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known

infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

- (b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":
- (i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.
- (ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).
- (iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.
- (iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.
- (v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.
- 5.8 Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

Within Payment Unit(s) #'s 9, 10 and 11, along with FR3815, unless changed by written agreement, road construction and logging operations are not permitted during the period of 3/01 to 08/31. This restriction is because of goshawk.

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

SKIP

# 7.1.1 - GNA, title (7/16)

General Condition & Requirement 7.1 is inapplicable. The following applies to this contract.

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan acting on behalf of the USDA Forest Service under this GNA contract, until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in USDA Forest Service.

#### 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.

#### 7.3.3 - 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.

# 7.3.4 - GNA, contract suspension and modification (5/16)

- (a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:
- (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
- (ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or
- (iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.
- (b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:
- (i) a no cost contract extension,
- (ii) reimbursement for Out-of-Pocket Expenses,

however, the foregoing remedies shall be available only to the extent that the Unit Manager's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

- (c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.
- (d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

# 7.5 - Loss

# 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from Spruce Budworm. 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.

# 7.5.2 - GNA, liability for loss (7/16)

If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

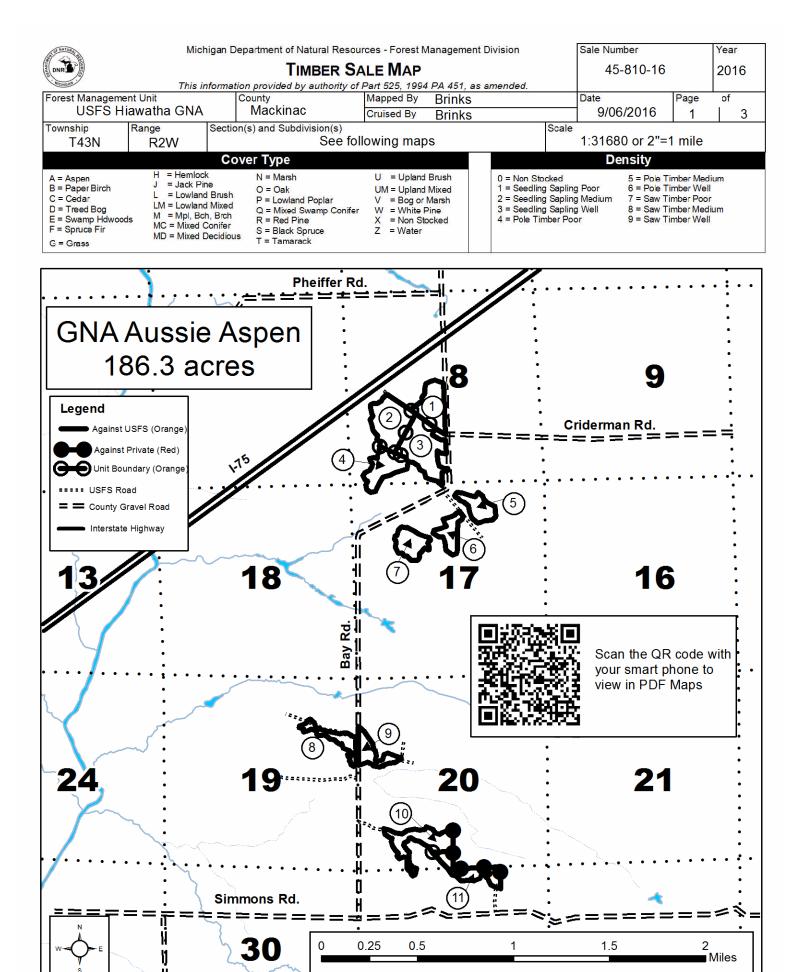
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to remove and pay for such timber. This Subsection shall not be construed to relieve either party of liability for negligence.

# 7.10 - Certified Timber

# 7.10.1 - Non-certified timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement.

Section Name: Sale Specific Current as of 11/15/2016 10:59:25AM



Michigan Department of Natural Resources - Forest Management Division

# TIMBER SALE MAP

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

45-810-16

Sale Number

Year 2016

Forest Management Unit Date County Mapped By Page of **Brinks** USFS Hiawatha GNA Mackinac 9/06/2016 Cruised By 3 **Brinks** Scale

Section(s) and Subdivision(s) Sec. 8 - SW1/4, SENW Township Range **T43N** R2W Sec. 17 - NW1/4, W1/2NE

1:15840 or 4"=1 mile

6 = Pole Timber Well

# Cover Type

= Hemlock A = Aspen J = Jack Pine B = Paper Birch

C = Cedar D = Treed Bog E = Swamp Hdwoods F = Spruce Fir

= Lowland Brush LM = Lowland Mixed M = Mpl, Bch, Brch MC = Mixed Conifer

N = Marsh O = Oak P = Lowland Poplar

Q = Mixed Swamp Conifer R = Red Pine S = Black Spruce

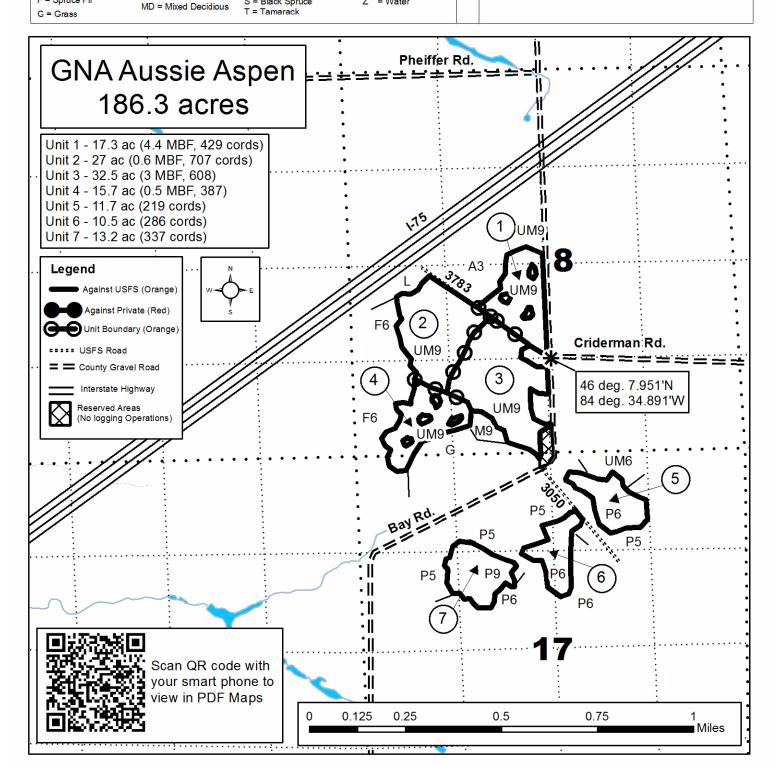
U = Upland Brush UM = Upland Mixed = Bog or Marsh

W = White Pine X = Non Stocked = Water

Density 5 = Pole Timber Medium

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

7 = Saw Timber Poor 3 = Seedling Sapling Well 8 = Saw Timber Medium 4 = Pole Timber Poor 9 = Saw Timber Well



E = Swamp Hdwoods

F = Spruce Fir

Michigan Department of Natural Resources - Forest Management Division

TIMBER SALE MAP

Sale Number 45-810-16

Year 2016

3

This information provided by authority of Part 525, 1994 PA 451, as amended. Forest Management Unit County Mapped By **Brinks** USFS Hiawatha GNA Mackinac

**Brinks** Scale

Page of 8/29/2016

Township Range Section(s) and Subdivision(s) Sec. 20 - SWNW, S1/2SW **T43N** R2W Sec. 19 - NE1/4

Sec. 29 - N1/2NW, NWNE

Cruised By

U = Upland Brush

1:15840 or 4"=1 mile Density

**Cover Type** 

= Hemlock A = Aspen J = Jack Pine B = Paper Birch C = Cedar D = Treed Bog

= Lowland Brush LM = Lowland Mixed M = Mpl, Bch, Brch MC = Mixed Conifer MD = Mixed Decidious

N = Marsh O = Oak P = Lowland Poplar Q = Mixed Swamp Conifer

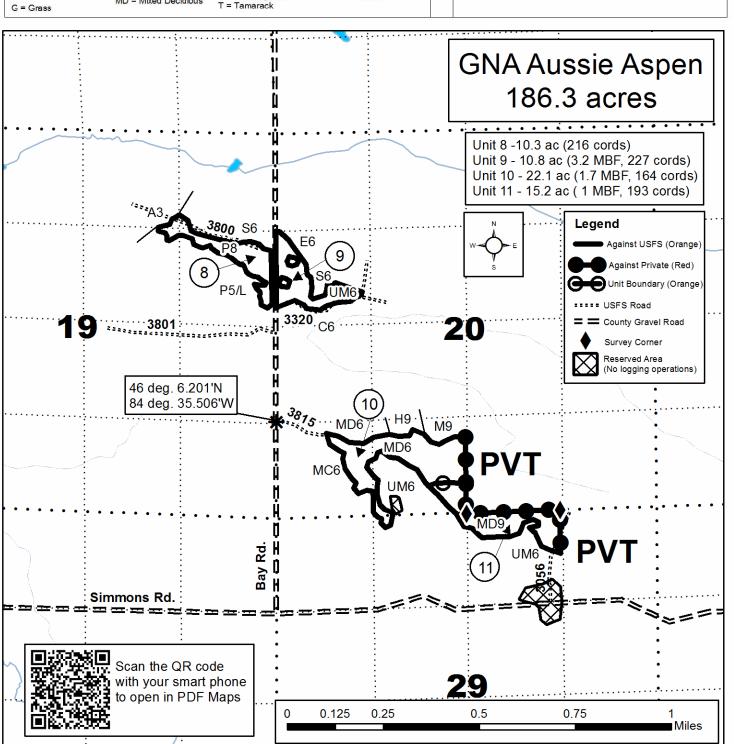
UM = Upland Mixed V = Bog or Marsh W = White Pine R = Red Pine X = Non Stocked S = Black Spruce = Water T = Tamarack

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



| Page 34 of 48 |  |
|---------------|--|
|---------------|--|

# TIMBER SALE INFORMATION

## TAYLOR CREEK WEST (SBW) (45-015-15)

T43N, R01W, SEC. 19.

Mackinac County (Advertised Price \$26,369.05)

SALE NOTE: Access to this sale is across private property. It is the responsibility of the purchaser to contact the landowner regarding access into the sale. Contact the DNR Sault Ste. Marie field office for details and the landowners contact information.

Access may be through private land.

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADVERTISED PRICE |
|--------------------|------------------|------------------|
| Pulpwood           |                  |                  |
| Balsam Poplar      | 170.00 Cords     | \$ 9.45 / Cord   |
| Mixed Aspen        | 1,345.00 Cords   | \$ 13.60 / Cord  |
| Mixed Softwood     | 346.00 Cords     | \$ 10.05 / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,993.25:

| PRODUCTS & SPECIES | ESTIMATED UNITS* |       | <u>ADVE</u> | ADVERTISED PRICE |  |
|--------------------|------------------|-------|-------------|------------------|--|
| Pulpwood           |                  |       |             |                  |  |
| Mixed Hardwood     | 61.00            | Cords | \$          | 14.05 / Cord     |  |
| Paper Birch        | 144.00           | Cords | \$          | 8.20 / Cord      |  |
| White Ash          | 68.00            | Cords | \$          | 14.05 / Cord     |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.09 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 \$2,100.00 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 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

# Sale Specific Conditions & Requirements

Sale Name: TAYLOR CREEK WEST (SBW) Sale Number: 45-015-15 Seg#: 2

#### 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 yellow paint. The painted boundary line and payment unit line trees are not Included Timber and are not to be cut.

### 2 - Timber Specifications

#### 2.1 - Included Timber

# 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1-3, cut all trees that are four (4), inches or more at DBH except pine, oak, hemlock, and cedar if any exist in the sale area. In addition, in Unit 3 do not cut any maple, and aspen marked with green paint.

#### 2.2 - Utilization

#### 2.2.10 - No chipping tops and limbs (4/12)

Within Payment Unit(s) 1-3, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

# 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 and 2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured.

No damage is acceptable to reserve trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

# 3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a red paint line. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$300.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

# 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 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

# 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

# 4.2.5 - Two wheel drive condition (2/04)

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

#### 4.4 - Access

# 4.4.1 - Private property access (3/11)

Permission for access across private land has been granted by the landowner on the west boundary of the sale. Contact the sale administrator for details.

# 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The sale administrastor must be contacted at least 3 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 3 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. (roads also).

# 5.2.2 - Hazard Trees/Snags

# 5.2.2.1 - Den trees (2/04)

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

# 5.2.4 - Dead and Down Creation

# 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

# 5.2.37 - No decking areas (12/08)

No decking is allowed on private land without permission from the landowner.

# 5.4 - Soil Protection

# 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 12 inches or greater in depth and 50 feet in length. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 6 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

# 5.8 - Protection of Endangered Species

# 5.8.5 - Protection of raptor nests (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

#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 11/19/2015 10:37:48AM



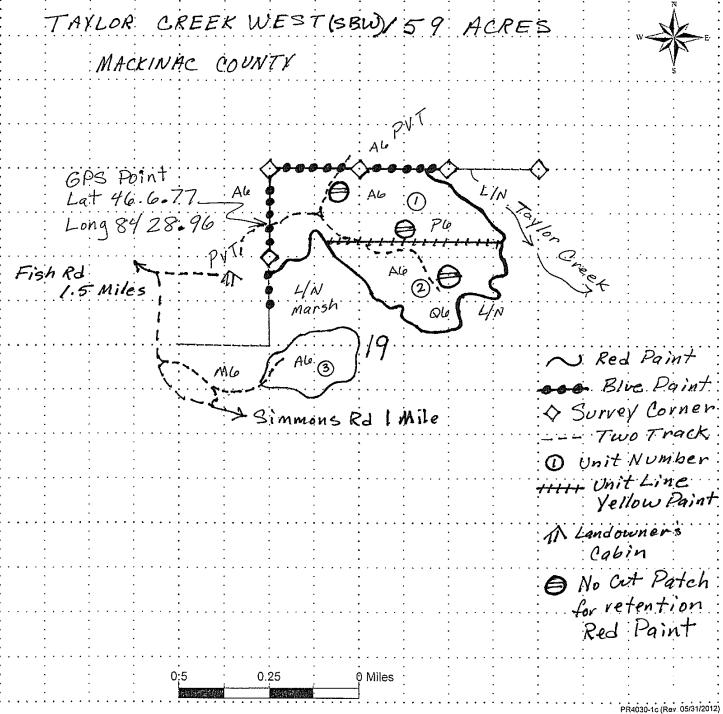
Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

Sale Number Year 45-015-15-01 2015

This information provided by authority of Part 525, 1994 PA 451, as amended. Mapped By Jeff Wise Forest Management Unit County Date Page of Sault Ste. Marie 09/28/2015 Mackinac Cruised By Jeff Wise 1 Section(s) and Subdivision(s) Township Range

| 43N  | 1W :   | 19 NE1/4, E1/2NW, 1                | N1/2SW  |  |   |
|--|--|------------------------------------|---|--|---|
| A Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hardwoods F = Spruce/Fir G = Grass H = Hemlock | J = Jack Pine K = Rock L Dowland Brush M = Lowland Mix Fore M = Maple, Beech, Birc MC = Mixed Conifer MD = Mixed Deciduous N Marsh | h S = Black Spruce<br>T = Tamarack | U = Upland Brush UM =Upland Mix Forest V = Bog or Marsh W = White Pine X = Non Stocked Y = Sand Z = 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 |



| Page 40 of 48 |
|---------------|
|---------------|

# **BID**

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

# <u>Cranberry Hardwood Take II (45-001-16)</u> ; Chippewa COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on December 19, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | <u>ESTIMATED</u> | VOLUME* | <u>AD'</u> | VERTISED PRICE | BID PRICE |
|--------------------|------------------|---------|------------|----------------|-----------|
| Sawtimber          | 4.40             | MDE     | •          | 04.00 / 4DE    | <b>c</b>  |
| Red Maple          | 1.10             | MBF     | \$         | 91.00/MBF      | \$        |
| Sugar Maple        | 6.90             | MBF     | \$         | 431.00/MBF     | \$        |
| Pulpwood           |                  |         |            |                |           |
| Balsam Fir         | 232.00           | Cords   | \$         | 13.85/Cord     | \$        |
| Balsam Poplar      | 86.00            | Cords   | \$         | 20.45/Cord     | \$        |
| Beech              | 162.00           | Cords   | \$         | 18.75/Cord     | \$        |
| Black Spruce       | 4.00             | Cords   | \$         | 23.15/Cord     | \$        |
| Mixed Aspen        | 685.00           | Cords   | \$         | 20.45/Cord     | \$        |
| Mixed Hardwood     | 508.00           | Cords   | \$         | 18.75/Cord     | \$        |
| Paper Birch        | 193.00           | Cords   | \$         | 20.45/Cord     | \$        |
| Tamarack           | 4.00             | Cords   | \$         | 12.85/Cord     | \$        |
| White Spruce       | 58.00            | Cords   | \$         | 23.15/Cord     | \$        |
| I .                |                  |         |            |                |           |

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 12.65 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

|  | FEDERAL ID:  |        |      |  |  |  |  |  |
|--|--|--------|------|--|--|--|--|--|
|  | Company or individual bidding:                     |        |      |  |  |  |  |  |
|  | Company representative's name:                     |        |      |  |  |  |  |  |
|  | Address:   |        |      |  |  |  |  |  |
|  | City:  | State: | Zip: |  |  |  |  |  |
| IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |  |        |      |  |  |  |  |  |
| Individual   | idual or company representative's signature: Date: |        |      |  |  |  |  |  |
| Phone nu   | one number : Email (optional):                     |        |      |  |  |  |  |  |



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

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

Signature of Owner or Authorized Representative

Title

|      | As required by Act 317, P.A. 1969 (Worker's<br>Part 5 of Act 451 of 1994, as an   |                       | d<br>              |                        |                             |          |  |  |
|------|---|-----------------------|--------------------|------------------------|-----------------------------|----------|--|--|
| VE   | RIFICATION OF WORKER'S DISABILITY   | COMPENSATION          | ON ACT COMP        | LIANCE                 |                             |          |  |  |
| •    | 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 twenty-one (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.   | <ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>                   |                       |                    |                        |                             |          |  |  |
| 2.   | You <b>must</b> check <u>one</u> of the boxes below:  A.   I certify my business is a sole proprietors Worker's Compensation Laws.  | ship and it has no    | employees but th   | ne sole proprietor.    | I am not subject to the     |          |  |  |
|      | B.  I certify my business has satisfied its o bl Exclusion (BWC-337, Rev. 5/96). I will p questions or a copy of the BWC-337, ple   | provide a copy of the | he Notice of Excl  | lusion within 21 day   | s of the contract award. (F |          |  |  |
|      | C.  I certify my business has a Worker's Conone (21) days of the contract award.  | npensation Policy.    | I will provide ar  | ı original Certificate | of Insurance within twent   | ty-      |  |  |
| 3.   | If you have checked item 2(A) or 2(B), yo than yourself, including family members ar  |                       |                    |                        | and part-time employees     | s, other |  |  |
|      | Full-time Empl  | loyees                |                    |                        | _Part-time Employees        |          |  |  |
| Nam  | ne of Business  |                       | Federal ID (or) So | ocial Security No.     |                             |          |  |  |
| Addı | ress  |                       | Telephone<br>( )   |                        |                             |          |  |  |
| City | St  | tate                  | ZIP                |                        |                             |          |  |  |
|      | ereby certify that the above information is tru<br>actors affecting my coverage during any of r   |                       |                    |                        | VR of any changes that      | occur    |  |  |

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)

Date

# **BID**

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

# Glide Path Hardwoods (45-609-16) ; Mackinac COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on December 19, 2016, 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 Sawtimber | ESTIMATED | VOLUME* | <u>AD</u> | VERTISED PRICE | BID PRICE |
|------------------------------|-----------|---------|-----------|----------------|-----------|
| Red Maple                    | 1.10      | MBF     | \$        | 100.00/MBF     | \$        |
| Red Oak                      | 0.90      | MBF     | \$        | 227.00/MBF     | \$        |
| Sugar Maple                  | 13.30     | MBF     | \$        | 474.00/MBF     | \$        |
| Yellow Birch                 | 4.40      | MBF     | \$        | 147.00/MBF     | \$        |
| Pulpwood                     |           |         |           |                |           |
| Balsam Fir                   | 4.00      | Cords   | \$        | 15.25/Cord     | \$        |
| Hemlock                      | 24.00     | Cords   | \$        | 24.85/Cord     | \$        |
| Mixed Hardwood               | 89.00     | Cords   | \$        | 20.65/Cord     | \$        |
| N. White Cedar               | 9.00      | Cords   | \$        | 24.55/Cord     | \$        |
| Paper Birch                  | 10.00     | Cords   | \$        | 22.50/Cord     | \$        |
| Quaking Aspen                | 14.00     | Cords   | \$        | 22.45/Cord     | \$        |
| White Spruce                 | 5.00      | Cords   | \$        | 25.50/Cord     | \$        |

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 25.98 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

|            | FEDERAL ID:   | or SOCIAL SEC     | URITY NUMBER:          |                |  |  |  |
|------------|---|-------------------|------------------------|----------------|--|--|--|
|            | Company or individual bidding:                        |                   |                        |                |  |  |  |
|            | Company representative's name:                        |                   |                        |                |  |  |  |
|            | Address:  |                   |                        |                |  |  |  |
|            | City:   | State:            | _ Zip:                 |                |  |  |  |
| F AVAILA   | ABLE, PLEASE PLACE THE PERSC                          | NALIZED LABEL FRO | M YOUR PROSPECTUS IN 1 | THE ABOVE BOX. |  |  |  |
| Individual | dividual or company representative's signature: Date: |                   |                        |                |  |  |  |
| Phone nu   | mber :  | Email             | (optional):            |                |  |  |  |



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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

| •    | twenty-one (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 <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation                 |   |  |  |  |  |  |
| 2.   | 2. You <b>must</b> check <u>one</u> of the boxes below:   |   |  |  |  |  |  |
|      | <ul> <li>A.          I certify my business is a sole proprietorship and it has no<br/>Worker's Compensation Laws.     </li> </ul>   | employees but the sole proprietor. I am not subject to the  |  |  |  |  |  |
|      |   | rker's Compensation Act through the use of an approved Notice of the Notice of Exclusion within 21 days of the contract award. (For ker's Compensation Bureau at 517-322-1195). |  |  |  |  |  |
|      | C.   I certify my business has a Worker's Compensation Policy one (21) days of the contract award.  | y. I will provide an original Certificate of Insurance within twenty-   |  |  |  |  |  |
| 3.   | <ol> <li>If you have checked item 2(A) or 2(B), you must indicat<br/>than yourself, including family members and active partner</li> </ol>                                    | re the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").  |  |  |  |  |  |
|      | Full-time Employees   | Part-time Employees   |  |  |  |  |  |
| lam  | ame of Business   | Federal ID (or) Social Security No.   |  |  |  |  |  |
| ddı  | ddress  | Telephone ( )   |  |  |  |  |  |
| ity  | ity State   | ZIP   |  |  |  |  |  |
| n fa | hereby certify that the above information is true and correct. In factors affecting my coverage during any of my present and  Signature of Owner or Authorized Representative | I agree to notify the Michigan DNR of any changes that occur future operations.   |  |  |  |  |  |
| T    | Title   | Date  |  |  |  |  |  |

Please complete the "SEALED BID" information on the next page

# **BID**

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

# GNA Aussie Aspen (45-810-16) ; Mackinac COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on December 19, 2016, 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 Sawtimber | <u>ESTIMATED</u> | VOLUME* | <u>AD\</u> | VERTISED PRICE | BID PRICE |
|---|------------------------------|------------------|---------|------------|----------------|-----------|
| ľ | Basswood                     | 4.60             | MBF     | \$         | 166.00/MBF     | \$        |
| 1 | Red Maple                    | 5.70             | MBF     | \$         | 118.00/MBF     | \$        |
| 1 | Sugar Maple                  | 4.10             | MBF     | \$         | 560.00/MBF     | \$        |
|   | Pulpwood                     |                  |         |            |                |           |
| 1 | Balsam Fir                   | 702.00           | Cords   | \$         | 18.00/Cord     | \$        |
| 1 | Black Spruce                 | 118.00           | Cords   | \$         | 30.10/Cord     | \$        |
| 1 | Hemlock                      | 12.00            | Cords   | \$         | 6.50/Cord      | \$        |
| 1 | Mixed Aspen                  | 1,757.00         | Cords   | \$         | 26.55/Cord     | \$        |
| 1 | Mixed Hardwood               | 318.00           | Cords   | \$         | 24.40/Cord     | \$        |
| 1 | N. White Cedar               | 16.00            | Cords   | \$         | 29.00/Cord     | \$        |
| 1 | Paper Birch                  | 742.00           | Cords   | \$         | 26.55/Cord     | \$        |
| 1 | Red Pine                     | 4.00             | Cords   | \$         | 64.60/Cord     | \$        |
|   | White Pine                   | 11.00            | Cords   | \$         | 22.80/Cord     | \$        |
|   | White Spruce                 | 93.00            | Cords   | \$         | 30.10/Cord     | \$        |
|   |                              |                  |         |            |                |           |

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.43 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

|   | FEDERAL ID:   | or SOCIAL SECU | IRITY 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: |                |               |  |  |  |  |
| hone nu   |   |                |               |  |  |  |  |



# 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 5 of Act 451 of 1994, as amended.

Full-time Employees

2. You must check one of the boxes below:

| VE  | RIFICATION 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 twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. |
| •   | All Information must be typed or printed except for written signatures.   |
| Ple | ease Check Appropriate Categories:  |
| 1.  | My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation   |

Worker's Compensation Laws.

B. 
I certify my business has satisfied its o bligation 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).

A.  $\square$  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the

C. 

I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (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").

| Address    | Telephone ( ) |
|------------|---------------|
| City State | ZIP           |

Signature of Owner or Authorized Representative

Title Date

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)

Part-time Employees

EEDEBVI ID-

#### **BID**

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

# TAYLOR CREEK WEST (SBW) (45-015-15) T43N, R01W, SEC. 19; Mackinac COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on December 19, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | ESTIMATED \ | VOLUME* ADVERTISED PRICE |    | <u>'ERTISED PRICE</u> | SED PRICE BID PRICE |  |
|--------------------|-------------|--------------------------|----|-----------------------|---------------------|--|
| Pulpwood           |             |                          |    |                       |                     |  |
| Balsam Poplar      | 170.00      | Cords                    | \$ | 9.45/Cord             | \$                  |  |
| Mixed Aspen        | 1,345.00    | Cords                    | \$ | 13.60/Cord            | \$                  |  |
| Mixed Softwood     | 346.00      | Cords                    | \$ | 10.05/Cord            | \$                  |  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,993.25:

| PRODUCTS & SPECIES | ESTIMATED VOLUME* | ADVERTISED PRICE |
|--------------------|-------------------|------------------|
| Pulpwood           |                   |                  |
| Mixed Hardwood     | 61.00 Cords       | \$ 14.05/Cord    |
| Paper Birch        | 144.00 Cords      | \$ 8.20/Cord     |
| White Ash          | 68.00 Cords       | \$ 14.05/Cord    |

\*The volumes are statistically estimated within plus (+) or minus (-) 11.09 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

|                                  |                                       |                     | OTTTT TTOMBET        |                |   |
|----------------------------------|---------------------------------------|---------------------|----------------------|----------------|---|
|                                  | Company or individual bidding:        |                     |                      |                |   |
|                                  | Company representative's name:        |                     |                      |                |   |
| Address:                         |                                       |                     | _                    |                |   |
|                                  | City:                                 | State:              | Zip:                 |                |   |
| IF AVAIL                         | ABLE, PLEASE PLACE THE PERSO          | DNALIZED LABEL FROM | M YOUR PROSPECTUS IN | THE ABOVE BOX. | _ |
| Individual                       | l or company representative's signatu | ıre:                |                      | Date:          |   |
| Phone number : Email (optional): |                                       |                     | (optional):          |                |   |

or SOCIAL SECURITY NUMBER:



# 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 5 of Act 451 of 1994, as amended.

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

 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

| •   | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (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.  | <ul> <li>My business is organized as (you must check <u>one</u> of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>                                |  |  |  |
| <ul> <li>You must check one of the boxes below:</li> <li>A.   I certify 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.</li> <li>B.   I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice 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).</li> <li>C.   I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty one (21) days of the contract award.</li> </ul> |   |  |  |  |
|   | than yourself, including family members and active partners.  Full-time Employees   | e the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").  Part-time Employees |  |  |
| Name of Business  |   | Federal ID (or) Social Security No.  |  |  |
| Address   |   | Telephone ( )  |  |  |
| City  | ty State  | ZIP  |  |  |
| in f  | nereby certify that the above information is true and correct. factors affecting my coverage during any of my present and  Signature of Owner or Authorized Representative  | I agree to notify the Michigan DNR of any changes that occur future operations.  |  |  |
| Ī   | Title   | Date   |  |  |

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)