

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

CAMP SUNDOWN #3 / T43N, R25W, SEC. 06, E1/2SW, W1/2SE.
MARQUETTE COUNTY (Appr. \$29,743.52)

CRACKED CORN / T43N, R25W, SEC. 04, NE 1/4.

MARQUETTE COUNTY (Appr. \$29,475.27)

JERRYS FINAL MARKDOWN SALE / T43N, R25W, SEC. 13, SE1/4, SESW, NESW, SWNE.

MARQUETTE COUNTY (Appr. \$15,711.95)

SALE DATE AND TIME: 3:00 p.m. on July 13, 2009.

GWINN

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

- 1. Bid Location, Date, and Time: Bids must be received by the Unit Manager, Gwinn Management Unit, 410 West M-35, Gwinn, MI 49841, no later than 3:00 p.m. on July 13, 2009. For further information concerning this sale, contact the Unit Manager at 906-346-9201.
- 2. <u>Bidder's Qualifications</u>: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. <u>Preparation of Sealed Bids</u>: Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
- 4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
- 7. <u>Down Payment:</u> The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. <u>Performance Security:</u> As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
- 9. <u>Timber Sale Contract</u>: Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/dnr. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

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

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

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

REBECCA A. HUMPHRIES Director

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CAMP SUNDOWN #3 (013-09-01)

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

SPECIES	ESTIMATED VOLUME*	AI	PPRAISED PRICE
PULPWOOD			
Q. ASPEN	1115.70 CORDS	\$	22.00/CORD

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

SPECIES	ESTIMATED VOLUME*	API	PRAISED PRICE
PULPWOOD			
BALSAM FIR	86.80 CORDS	\$	17.15/CORD
W. SPRUCE	92.10 CORDS	\$	25.00/CORD
MIX HARDWD	93.80 CORDS	\$	15.00/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 12.11 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,490.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

in the same

PAYMENT	UNIT	NUMBER	PE	RCENT	OF	TOTAL	SALE	VALUE
	1					27%		
	2					22%		
	3		4			્દ 33%		
	4					18%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on May 31, 2012.



Township

A = Aspen B = Paper Birch

E = Swamp Hdwoods

C = Cedar

43N

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

TIMBER SALE MAP

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

Sale Number 32-13-09-01 Year 2009

Page of Date Mapped By Forest Management Unit County LaBumbard 2/10/09 52 KL, JM, JJ Cruised By Gwinn

V = Bog or Marsh

X = Non Stocked

W = White Pine

Z = Water

Section(s) and Subdivision(s) Range 25W

H = Hemlock

J = Jack Pine

L = Lowland Brush

M = Mpl, Bch, Brch

Section 6 E1/2SW, W1/2SE

P = Lowland Poplar

R = Red Pine

S = Black Spruce

Q = Mixed Swamp Cnfr

Cover Type

Scale: |...4 inches......| = 1 mile

Density

5 = Pole Timber Medium 6 = Pole Timber Well

0 = Non Stocked 1 = Seedling Sapling Poor

2 = Seedling Sapling Medium

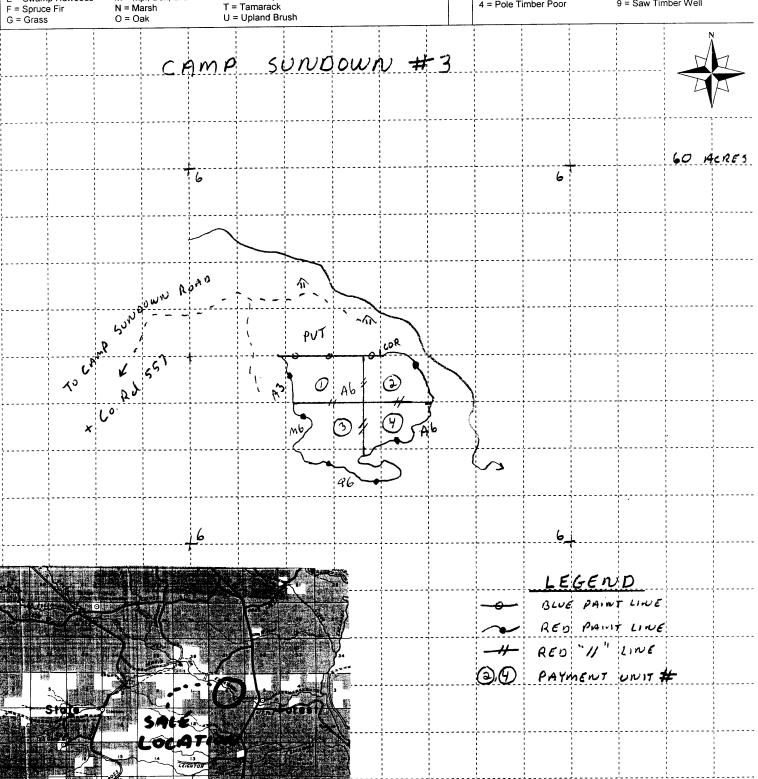
3 = Seedling Sapling Well

4 = Pole Timber Poor

7 = Saw Timber Poor 8 = Saw Timber Medium

PR4030-1b (Rev. 03/31/2006)

9 = Saw Timber Well



Sale Specific Conditions & Requirements

Sale Name: Camp Sundown #3 Sale Number: 32-013-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary isand Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with a red double slash paint line. Red painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-4, cut all trees which meet minimum piece specifications in 2.2 Utilization except elm, cedar, hemlock, white pine.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

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

Within the sale area, if more than 50% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber, or at a rate of \$50 per sawtimber tree and \$10 per pole sized tree, whichever is greater.

4 - Transportation

4.1 - Construction

Sale Name: Camp Sundown #3 Sale Number: 32-013-09-01

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.

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 5 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur any time during wet weather conditions and/or seasonal high water tables.

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 (12/08)

Permission for access across private land is the responsibility of the purchaser. Contact the sale administrator for the landowner's name and phone number.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.2 - Hazard Trees/Snags

Section Name: Sale Specific Page 2 of 3 Current as of 2/10/2009 12:41:15PM

Sale Name: Camp Sundown #3 Sale Number: 32-013-09-01

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

Section Name: Sale Specific Page 3 of 3 Current as of 2/10/2009 12:41:15PM

CRACKED CORN (015-09-01)

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

SPECIES	ESTIMATED VOLUME*	APP	RAISED PRICE
PULPWOOD			
Q. ASPEN	947.50 CORDS	\$	22.00/CORD
BALSAM FIR	223.20 CORDS	\$	17.15/CORD
W. SPRUCE	132.00 CORDS	\$	25.00/CORD

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

SPECIES	ESTIMATED VOLUME*	APP	RAISED PRICE
PULPWOOD			
B. POPLAR	63.70 CORDS	\$	19.70/CORD
MIX HARDWD	16.50 CORDS	\$	15.00/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 10.33 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,474.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
1			20%		
2			47%		
3			33%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on May 31, 2012.



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

TIMBER SALE MAP

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

Sale Number

Year 2009 32-15-09-01

Page of Date LaBumbard Forest Management Unit County Mapped By 1/23/09 KL,JM,JJ 52 Cruised By Gwinn

Section(s) and Subdivision(s) Township Range Section 4 NE 1/4 25W 43N

0 = Non Stocked

Density

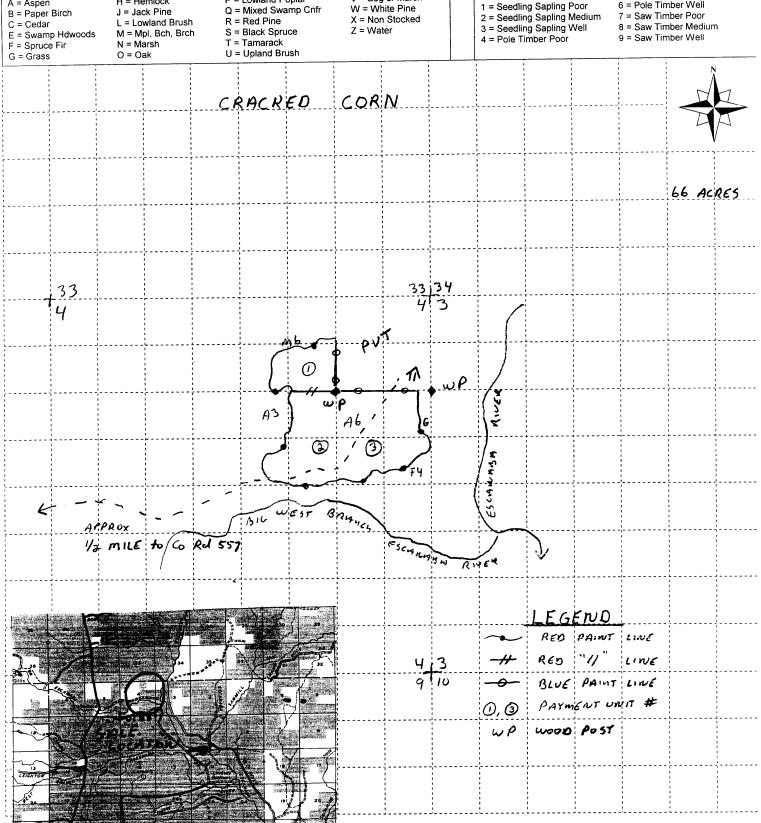
Scale: |...4 inches......| = 1 mile

Cover Type

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

P = Lowland Poplar Q = Mixed Swamp Cnfr V = Bog or Marsh W = White Pine X = Non Stocked

5 = Pole Timber Medium 6 = Pole Timber Well



Sale Specific Conditions & Requirements

Sale Name: Cracked Corn Sale Number: 32-015-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by red paint. The interior payment boundary between units 1 and 2 is marked with a red" double slash" paint line, while the main access road serves as the payment unit line between units 2 and 3. The painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-3, cut all trees which meet minimum piece specifications in 2.2 Utilization except cherry, cedar, hemlock, white pine.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

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

Within the sale area, if more than 50% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber, or at a rate of \$50 per sawtimber tree and \$10 per pole sized tree, whichever is greater.

4 - Transportation

4.1 - Construction

Sale Name: Cracked Corn Sale Number: 32-015-09-01

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.

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 5 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur any time during wet weather conditions and/or seasonal high water tables.

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

4.4.3 - Access gate (12/08)

Access to the sale is through a locked gate. Contact the sale administrator at the Gwinn field office for the key.

5 - Operations

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 5 feet back from the red paint line.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

JERRYS FINAL MARKDOWN SALE (020-09-01)

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE		
PULPWOOD				
Q. ASPEN	514.40 CORDS	\$ 19.45/CORD		
BALSAM FIR	85.80 CORDS	\$ 17.70/CORD		
MIX HARDWD	185.80 CORDS	\$ 14.75/CORD		

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

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
SUG. MAPLE	2.70 MBF	\$ 195.00/MBF
BASSWOOD	.40 MBF	\$ 58.00/MBF
PULPWOOD		
B. POPLAR	47.90 CORDS	\$ 15.60/CORD
W. SPRUCE	6.40 CORDS	\$ 23.55/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 15.35 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$786.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
1	47%
2	17%
3	13%
4	23%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on May 31, 2012.

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

TIMBER SALE MAP

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

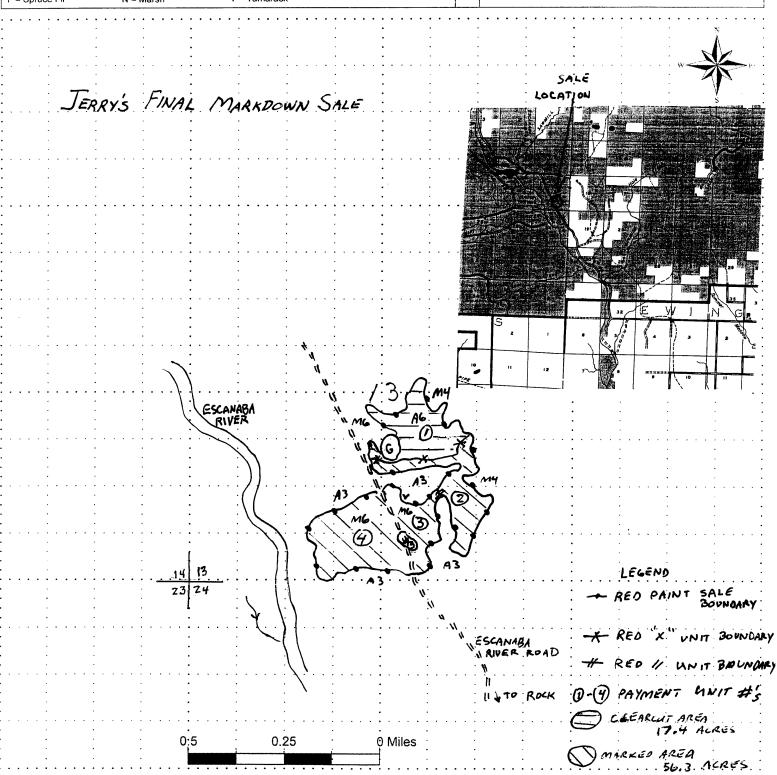
 Sale Number
 Year

 320200901
 2009

MICHIGAN						
Forest Management Unit	County	Mapped By		Date	Page	of
Gwinn	Marquette	Cruised By	Mohlman, LaBumbard	04/18/2009	1	1
	- 4 4 4 4 4 4 4 4 4 4 4				-	

Township Range Section(s) and Subdivision(s)
43N SE1/4, SESW, NeSW, SWNE

Cove		Density		
A = Aspen G = Grass B = Paper Birch H = Hemlock C = Cedar J = Jack Pine D = Treed Bog L = Lowland Brush E = Swamp Hdwoods M = Mpl, Bch, Brch F = Spruce Fir N = Marsh	O = Oak P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce T = Tamarack	U = Upland Brush V = Bog or Marsh W = White Pine X = Non Stocked Z = Water	0 = Non Stocked 1 = Seedling Sapling Poo 2 = Seedling Sapling Med 3 = Seedling Sapling Well 4 = Pole Timber Poor	ium 7 = Saw Timber Poor



Sale Specific Conditions & Requirements

Sale Name: Jerrys Final Markdown Sale Sale Number: 32-020-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is and Payment Unit boundaries are marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with a red x line facing the unit 1 clearcut area north of unit 2 and a red double slash line between units 2 & 3. The Escanaba River Road is a unit boundary between units 3 & 4. Do not cut painted boundary line trees unless also marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) #1, cut all trees which meet minimum piece specifications in 2.2 Utilization except cedar, white pine, or hemlock.

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

Within Payment Unit(s) #'s 2, 3, & 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

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

Within units 2,3,& 4, if more than 50% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber, or at a rate of \$50 per sawtimber tree and \$10 per pole sized tree, whichever is greater.

4 - Transportation

Sale Name: Jerrys Final Markdown Sale Sale Number: 32-020-09-01

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.chipped, utilized or otherwise removed from the sale.

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) #'s 2, 3, 4, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 3/15 to 07/15. This restriction is because of increased chance of excess logging damage due to bark slipping.

GWINN MANAGEMENT UNIT

CAMP SUNDOWN #3 (013-09-01) T43N, R25W, SEC. 06, E1/2SW, W1/2SE. MARQUETTE COUNTY

In response to the notice of sale to be held 3:00 p.m. on July 13, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	APPI	RAISED PRICE	BID PRICE	ESTIMATED	VOLUME* = VALUE
PULPWOOD	^	00 00 (0000	\$ X	1115.70 CO	RDS = \$
Q. ASPEN	\$	22.00/CORD	şx	1113.70 00	Ψ
				SUBTOTAL 1	\$
In addition, the suca appraised price:	cessful l	oidder agrees	to purchase the	following s	pecies at the
SPECIES	APPRA	ISED PRICE	ESTIMATED	VOLUME *	VALUE
PULPWOOD					
BALSAM FIR	\$	17.15/CORD			\$ 1,488.62
W. SPRUCE	\$	25.00/CORD			\$ 2,302.50
MIX HARDWD	\$	15.00/CORD	93.80	CORDS =	\$ 1,407.00
			St	JBTOTAL 2	\$ 5,198.12
	SU	BTOTAL 1 + S	SUBTOTAL 2 = 1	TOTAL BID VA	LUE \$
*These volumes are s estimated volumes as to examine this tim	re final	and not subje	ect to adjustment	. Prospect	ive bidders are urged
I understand that an will be the basis to must be bid or the b awarding a contract contract based upon	determi id form will be	ne total bid may be rejecto based upon my	value. All bids ed. I also unders past performance	must be sig stand that o e and abilit	ridual unit bid price gned and all bid items consideration and by to complete the
(bidder's	printed	name)	(bidder's s	ignature)	
Address/Telephone					

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



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

FOR	DEPARTMENT USE ONLY
Sale or Permit No	
Year:	Туре:
Forest Area:	

	0/ Act 401 01 1994, as amonade.					
	VERIFICATION OF WORKER'S DISABI	LITY COMPENS	SATION ACT COMPLIANCE			
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written s	signatures.				
Ple	ease Check Appropriate Categories:					
1.	 My business is organized as (you must check one of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 					
2.	You must check one of the boxes below: A. I certify that my business is a sole proprietorship and i Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to	o the Worker's	Compensation Act through the use of an a	pproved		
	Notice of Exclusion (BWC-337, Rev. 5/96). I will proving award. (For questions or a copy of the BWC-337, please C. I certify that my business has a Worker's Compensation days of the contract award.	de a copy of the e call the Worke	e Notice of Exclusion within 21 days of the r's Compensation Bureau at 517-322-1195).	contract		
3.	If you have checked item 2(A) or 2(B), you must indicate the including family members and active partners (if none, you must	e number of bo t enter "0").	th full and part time employees other than	yourself		
	Full Time Employees		Part Time Employees			
Nan	ne of Business	Federal ID (or) S	Social Security No.			
		` ` `				
Add	ress	Telephone No.				
City	State		Zip + 4			
	hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.					
5	Signature of Owner or Authorized Representative					
-	itle	Date	3			
,	INO					

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

CRACKED CORN (015-09-01) T43N, R25W, SEC. 04, NE 1/4. MARQUETTE COUNTY

In response to the notice of sale to be held 3:00 p.m. on July 13, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

		n no noice	ESTIMATED VOLUME*	= VALUE
SPECIES	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME	- VALOB
PULPWOOD	4 00 00 (00	s X	947.50 CORDS	= \$
Q. ASPEN	\$ 22.00/CORD		223.20 CORDS	= \$
BALSAM FIR	\$ 17.15/CORD	\$X \$ X	132.00 CORDS	= \$
W. SPRUCE	\$ 25.00/CORD	\$^	132.00 CORDS	- Y
			SUBTOTAL 1 \$	
In addition, the suc appraised price:	cessful bidder agree	es to purchase the	following species	at the
SPECIES	APPRAISED PRICE	ESTIMATED	VOLUME* VALU	E
PULPWOOD				
B. POPLAR	\$ 19.70/CORD	63.70	CORDS = \$ 1,	254.89
MIX HARDWD	\$ 15.00/CORD	16.50	CORDS = \$	247.50
		S	UBTOTAL 2 \$ 1,	502.39
	SUBTOTAL 1 +	SUBTOTAL 2 =	TOTAL BID VALUE \$	
*These volumes are s estimated volumes a to examine this time I understand that an will be the basis to	re final and not sub ber and to make thein ay or all bids may be	erejected, and the	t. Prospective bid f quantity and qual at the individual n	ders are urged ity. unit bid price
must be bid or the bawarding a contract	oid form may be reject will be based upon a	cted. I also under my past performanc	stand that consider e and ability to co	ration and
contract based upon	equipment and manpor	wer subject to my	control.	
(bidder's	printed name)	(bidder's s	ignature)	
Address/Telephone	ì	.^		

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

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Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

FOR DEPARTMENT USE ONLY				
Sale or Permit No				
Year:	Туре:			
Forest Area:				

	of Act 451 of 1994, a	as amended.				
	VERIFICATION O	F WORKER'S DISABII	LITY COMPENS	SATION ACT COMPLIANCE		
-	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printe	ed except for written s	signatures.			
Ple	ase Check Appropriate Categories:					
2.	My business is organized as (you must of A. Sole Proprietorship (individual) B. Partnership C. Corporation You must check one of the boxes below: A. I certify that my business is a so Worker's Compensation Laws. B. I certify that my business has sa Notice of Exclusion (BWC-337, Raward. (For questions or a copy of C. I certify that my business has a Value of the contract award. If you have checked item 2(A) or 2(B), you including family members and active partnership.	ele proprietorship and it atisfied its obligation to Rev. 5/96). I will provio of the BWC-337, please Worker's Compensation you must indicate the	t has no employ the Worker's the a copy of the call the Worken Policy. I will p	Compensation Act through the Notice of Exclusion within 2 r's Compensation Bureau at 5 provide an original Certificate	ne use of an approved 21 days of the contract 517-322-1195). of Insurance within 21	
	Full Time	e Employees		Part Tim	e Employees	
Nam	e of Business		Federal ID (or) S	ocial Security No.		
Addr	ess		Telephone No.			
City		State	<u> </u>	Zip + 4		
Si	eby certify that the above information is truiting any of my present and future of the struit of the	operations.			in factors affecting my	
Ti	tle		Date)		

GWINN MANAGEMENT UNIT

JERRYS FINAL MARKDOWN SALE (020-09-01) T43N, R25W, SEC. 13, SE1/4, SESW, NESW, SWNE. MARQUETTE COUNTY

In response to the notice of sale to be held 3:00 p.m. on July 13, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES PULPWOOD	APPRAISED PRICE	BID PRICE	ESTIMATED V	OLUME* = VALUE
Q. ASPEN	\$ 19.45/CORD	\$ x	514.40 COR	OS = \$
BALSAM FIR	\$ 17.70/CORD	\$ x	85.80 COR	т
MIX HARDWD	\$ 14.75/CORD	\$x	185.80 COR	· · · · · · · · · · · · · · · · · · ·
			SUBTOTAL 1	\$
In addition, the su appraised price:	uccessful bidder agrees	to purchase the	following spe	ecies at the
SPECIES	APPRAISED PRICE	ESTIMATED	VOT INCH +	772 7 7 7 m
SAWLOGS		ESTIMATED	VOLUME *	VALUE
SUG. MAPLE	\$ 195.00/MBF	2.70	MBF = S	526.50
BASSWOOD	\$ 58.00/MBF		MBF = S	
PULPWOOD			•	
B. POPLAR	\$ 15.60/CORD	47.90	CORDS = \$	747.24
W. SPRUCE	\$ 23.55/CORD		CORDS = \$	· · · · · · · · · · · · · · · · · · ·

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$

SUBTOTAL 2

\$ 1,447.66

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

(bidder's printed name)	(bidder's signature)
Address/Telephone	

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

^{*}These volumes are statistically estimated within plus (+) or minus (-) 15.35%. 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.



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525

FOR	DEPARTMENT USE ONLY
Sale or Permit No	
Year:	Туре:
Forest Area:	L

	of Act 451 of 1994, as a	amended.			
	VERIFICATION OF V	VORKER'S DISABILI	TY COMPENS	ATION ACT COMPL	IANCE
,	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.				
)	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed	except for written sig	gnatures.		
Ple	ase Check Appropriate Categories:				
١.	My business is organized as (you must che	eck <u>one</u> of the boxes b	elow):		
	A. Sole Proprietorship (individual)				
	B. Partnership				
	C. Corporation				
2.	You must check <u>one</u> of the boxes below:				
	A. I certify that my business is a sole Worker's Compensation Laws.				
	B. I certify that my business has satismostice of Exclusion (BWC-337, Reaward. (For questions or a copy of	v. 5/96). I will provid	e a copy of the	e Notice of Exclusior	n within 21 days of the contract
	C. I certify that my business has a W days of the contract award.	orker's Compensation	Policy. I will	provide an original C	ertificate of Insurance within 21
3.	If you have checked item 2(A) or 2(B), you including family members and active partner	ou must indicate the ers (if none, you must	number of bo enter "0").	th full and part time	employees other than yourself
	Full Time I	Employees			Part Time Employees
_			[E. d115 () (Contact Consumbs No	
Nar	ne of Business		Federal ID (or)	Social Security No.	
Add	dress		Telephone No.		
City	S	State		Zip + 4	
cov _	ereby certify that the above information is true verage during any of my present and future o	perations.	to notify the D	NR of any changes the	hat occur in factors affecting my
-	TM			to	
	Title		Da	10	