

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:

RW HARDWOOD / T44N, R24W, SEC. 03, NWSE, SESW.
MARQUETTE COUNTY (Appr. \$5,657.45)

438 ASPEN / T44N, R26W, SEC. 27, SWNW.
T44N, R26W, SEC. 26, E1/2NW, NWNE.
MARQUETTE COUNTY (Appr. \$9,445.66)

GREEN CHAIR ASPEN / T43N, R25W, SEC. 15, NE1/4, NESE.
MARQUETTE COUNTY (Appr. \$23,627.73)

SALE DATE AND TIME: 3:00 p.m. on July 27, 2009.

GWINN

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

- 1. <u>Bid Location</u>, <u>Date</u>, <u>and Time</u>: 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 27, 2009. For further information concerning this sale, contact the Unit Manager at 906-346-9201.
- 2. Bidder's Qualifications: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. <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

RW HARDWOOD (006-09-01)

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*	APPR	AISED PRICE
PULPWOOD			
Q. ASPEN	48.00 CORDS	\$	32.65/CORD
MIX HARDWD	134.00 CORDS	\$	24.30/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	.20 MBF	\$ 363.00/MBF
RED MAPLE	.20 MBF	\$ 126.00/MBF
BASSWOOD	.80 MBF	\$ 100.00/MBF
PULPWOOD		
P. BIRCH	14.00 CORDS	\$ 21.30/CORD
B. POPLAR	10.00 CORDS	\$ 22.60/CORD
BALSAM FIR	1.00 CORDS	\$ 25.65/CORD
B. SPRUCE	4.00 CORDS	\$ 26.60/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 29.32 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 \$283.00 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				27%		
2				73%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on November 30, 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 32-006-09-01

Year 2009

Forest Management Unit
Gwinn
Marquette
Cruised By Koski
Date
2/9/2009
1 1
Township

Section(s) and Subdivision(s) Township Range Scale: |...4 inches......| = 1 mile T44N R24W Sec. 3 NWSE, SESW Density Cover Type P = Lowland Poplar 0 = Non Stocked 5 = Pole Timber Medium A = Aspen H = Hemlock V = Bog or Marsh B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium F = Spruce Fir N = Marsh T = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well O = Oak G = Grass U = Upland Brush RW HARDWOOD 14 Ac. Stack Grade Put oo Red Paint Blue Paint

Tron Pipe
Registered Corner
Unit 1 - 5 Ac.
Unit 2 - 9 Ac.



Sale Specific Conditions & Requirements

Sale Name: Rw Hardwood Sale Number: 32-006-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by blue, and red paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, 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 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

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.

Sale Name: Rw Hardwood Sale Number: 32-006-09-01

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 during wet weather conditions, and/or seasonal high water tables.

4.4 - Access

4.4.1 - Private property access (12/08)

Permission for access across private land has been obtained by the DNR.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

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

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 blue paint line.

5.2.1.2 - Slash Removal

5.2.1.2.6 - Slash removal, general (7/05)

All slash must be removed from the landings, and shall be uniformly scattered over the sale area and not left in piles or windrows. All slash work shall be done concurrently with harvesting.

Sale Name: Rw Hardwood Sale Number: 32-006-09-01

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of March 15 to July 1. This restriction is because of increased bark slipping and soil compaction during the spring.

438 ASPEN (009-09-01)

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 V	VOLUME *	APP	RAISED PRICE
PULPWO	OOD				
Q.	ASPEN	304.00	CORDS	\$	23.60/CORD
B.	SPRUCE	52.80	CORDS	\$	19.90/CORD

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

SPECIES	ESTIMATED VOLUME*	API	PRAISED PRICE
PULPWOOD			
P. BIRCH	40.10 CORDS	\$	15.00/CORD
BALSAM FIR	18.30 CORDS	\$	21.45/CORD
MIX HARDWD	15.10 CORDS	\$	15.00/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 21.76 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:

- A bond in the amount of \$475.00 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	43%
2	57%

- 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.

DNR DNR

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 32-09-01

Year 2009

Forest Management Unit
Gwinn

County
Mapped By LaBumbard
Date
3/16/09

Township Range
Section(s) and Subdivision(s)

Scale: | ... 4 inches | = 1 mile 26W Sec. 26 E1/2NW, NWNE Sec. 27 SWNW 44N **Cover Type** Density A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor S = Black Spruce Z = Water E = Swamp Hdwoods M = Mpl, Bch, Brch 3 = Seedling Sapling Well 4 = Pole Timber Poor 8 = Saw Timber Medium N = Marsh F = Spruce Fir T = Tamarack 9 = Saw Timber Well G = Grass O = Oak U = Upland Brush 438 ASPEN 21 ACRES ROVA LEGEND RED PAINT LINE PAYMENT UNIT #

Sale Specific Conditions & Requirements

Sale Name: 438 Aspen Sale Number: 32-009-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint lines. Exterior sale boundary lines against state are marked with red paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-2, cut all trees which meet minimum piece specifications in 2.2 Utilization except cedar, hemlock, white pine. In addition, in unit 1, retain white spruce 14" dbh and up.

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

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.

Sale Name: 438 Aspen Sale Number: 32-009-09-01

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.

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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.

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 of any operations. 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

5.2.2 - 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.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (12/04)

It is recommended, but not required, that within Payment Unit(s) 1 and 2, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. This restriction is requested to prevent rutting in the wet soils. 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.

Section Name: Sale Specific Page 2 of 2 Current as of 6/2/2009 8:34:47AM

GREEN CHAIR ASPEN (019-09-01)

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*	API	PRAISED PRICE
PULPWOOD			
Q. ASPEN	676.20 CORDS	\$	22.00/CORD
BALSAM FIR	255.50 CORDS	\$	17.15/CORD
W. SPRUCE	101.10 CORDS	\$	25.00/CORD

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

SPECIES	ESTIMATED VOLUME*	APF	RAISED PRICE
PULPWOOD			
MIX HARDWD	122.80 CORDS	\$	15.00/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 8.01 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 \$1,182.00 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	41%
2	34%
3	25%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on November 30, 2011.

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 32-19-09-01

Year 2009

Forest Management Unit County Date Page of Mapped By LaBumbard 52 1/23/09 Gwinn Cruised By KL,JM,JJ Section(s) and Subdivision(s) Township Range

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

25W Section 15 NE 1/4, NESE 43N **Cover Type** Density A = Aspen B = Paper Birch V = Bog or Marsh W = White Pine H = Hemlock P = Lowland Poplar 0 = Non Stocked 5 = Pole Timber Medium 1 = Seedling Sapling Poor Q = Mixed Swamp Cnfr J = Jack Pine 6 = Pole Timber Well C = Cedar R = Red Pine X = Non Stocked L = Lowland Brush 2 = Seedling Sapling Medium 7 = Saw Timber Poor M = Mpl, Bch, Brch N = Marsh E = Swamp Hdwoods S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium F = Spruce Fir T = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well G = Grass O = Oak U = Upland Brush GREEN CHAIR ASPEN A3 BERM LEGEND RED PHINT LINE 16:15 RED "11" LINE PAYMENT UNIT # GRASS OPENINGS ROMOS

LITTLE

LITTLE

Sale Specific Conditions & Requirements

Sale Name: Green Chair Aspen Sale Number: 32-019-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint lines. 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) 1-3, cut all trees which meet minimum piece specifications in 2.2 Utilization except 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

Section Name: Sale Specific Page 1 of 3 Current as of 6/2/2009 8:46:32AM

\$16 Sec. 15

Sale Name: Green Chair Aspen Sale Number: 32-019-09-01

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 roads accessing 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.

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.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1-3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 12/01 to 4/01. This restriction is required to avoid conflicts with the snowmobilers using the Little West Road which is a designated snowmobile trail.

5.4 - Soil Protection

Section Name: Sale Specific Page 2 of 3 Current as of 6/2/2009 8:46:32AM

Sale Name: Green Chair Aspen Sale Number: 32-019-09-01

5.4.6 - Wet area protection (12/08)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas and drainages. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

for Marine agreem

SPECIES

GWINN MANAGEMENT UNIT

ESTIMATED VOLUME* = VALUE

RW HARDWOOD (006-09-01) T44N, R24W, SEC. 03, NWSE, SESW. MARQUETTE COUNTY

In response to the notice of sale to be held 3:00 p.m. on July 27, 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.

BID PRICE

APPRAISED PRICE

PULPWOOD							
Q. ASPEN	\$	32.65/CORD	\$ X	48.00	CORDS	=	\$
MIX HARDWD	\$	24.30/CORD	\$x	134.00	CORDS	=	\$
				SUBTOTAL	. 1	\$	
In addition, the sappraised price:	successful	bidder agrees	to purchase the	following	spec	ies at	the
SPECIES	APPR	AISED PRICE	ESTIMATED	VOLUME*		VALUE	
SAWLOGS							
SUG. MAPLE	\$	363.00/MBF	.20	MBF	= \$	72.	. 60
RED MAPLE	\$	126.00/MBF	.20	MBF	= \$	25.	.20
BASSWOOD	\$	100.00/MBF	.80	MBF	= \$	80.	.00
PULPWOOD					·		
P. BIRCH	\$	21.30/CORD	14.00	CORDS	= \$	298.	.20
B. POPLAR	\$	22.60/CORD	10.00	CORDS	= \$	226.	.00
BALSAM FIR	\$	25.65/CORD		CORDS	= \$	25.	65
B. SPRUCE	\$	26.60/CORD		CORDS	= \$	106.	40
			s	UBTOTAL 2	\$_	834.	05
	st	JBTOTAL 1 +	SUBTOTAL 2 =	TOTAL BID	VALUE	\$	
*These volumes are estimated volumes to examine this t	are final	and not subj	ect to adjustment	t. Prospe	ctive	bidder	s are urged

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		



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

	of Act 451 of 1994,		Part 525	Forest A	Area:
	VERIFICATION C	F 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 timbe 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 print	ed except for written s	signatures.		
Ple	ase Check Appropriate Categories:				
1.	My business is organized as (you must	check <u>one</u> of the boxes	below):		
	A. Sole Proprietorship (individual)				
	B. Partnership				
	C. Corporation				
2.	You must check one of the boxes below	:			
	A. I certify that my business is a so Worker's Compensation Laws.	ole proprietorship and i	t has no employ	ees but	the sole proprietor. I am not subject to the
	Notice of Exclusion (BWC-337, I	Rev. 5/96). I will provid	de a copy of the	 Notice 	nsation Act through the use of an approved of Exclusion within 21 days of the contract pensation Bureau at 517-322-1195).
					an original Certificate of Insurance within 21
3.	If you have checked item 2(A) or 2(B), including family members and active part			h full ar	nd part time employees other than yourself
	Full Tim	e Employees			Part Time Employees
lam	ne of Business		Federal ID (or) S	ocial Sec	curity No.
Addr	ress		Telephone No.		
City		State	/		Zip + 4
her	eby certify that the above information is tr	ue and correct. I agree	to notify the DN	IR of an	y changes that occur in factors affecting my
OVE	erage during any of my present and future	operations.			
-	ignature of Owner or Authorized Represer	atativo			
3	ignature of Owner of Authorized Represer	itative			
_	44				
	tle	Date	Date		

GWINN MANAGEMENT UNIT

438 ASPEN (009-09-01) T44N, R26W, SEC. 27, SWNW. T44N, R26W, SEC. 26, E1/2NW, NWNE. MARQUETTE COUNTY

In response to the notice of sale to be held 3:00 p.m. on July 27, 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 DIL TIOOD	APPRAISED PRICE	BID PRICE E	STIMATED VOLUME*	= VALUE
PULPWOOD Q. ASPEN B. SPRUCE	\$ 23.60/CORD \$ 19.90/CORD	\$x \$x	304.00 CORDS 52.80 CORDS	= \$ = \$
		S	UBTOTAL 1 \$	
In addition, the sucappraised price:	cessful bidder agrees	to purchase the fo	llowing species	at the
SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED VO	LUME * VALU	E
P. BIRCH	\$ 15.00/CORD	40.10 CO	RDS = \$6	01.50
BALSAM FIR	\$ 21.45/CORD	18.30 CO	RDS = \$3	92.54
MIX HARDWD	\$ 15.00/CORD	15.10 CO	RDS = \$2	26.50
estimated volumes and	tatistically estimate re final and not subju- per and to make their	d within plus (+) or ect to adjustment.	Prospective bide	ders are urged
will be the basis to must be bid or the b awarding a contract w	y or all bids may be determine total bid id form may be reject will be based upon my equipment and manpowe	value. All bids mus ed. I also understar past performance ar	st be signed and nd that consider: nd ability to co	all bid items
(bidder's p	printed name)	(bidder's signa	ature)	
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

FOR	DEPARTMENT USE ONLY	
Sale or Permit No		
Year:	Type:	

	As required by Act 317, P.A. 1969 (Worker's Compensation) and F of Act 451 of 1994, as amended.	Part 525	Forest Area:				
	VERIFICATION OF 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 Eddays of the contract award and prior to the issuance of the	timber sale co	rtificate of Insurance must be submitted within 21 ntract.				
<u>•</u>	All Information must be typed or printed except for written signatures.						
Ple	ase Check Appropriate Categories:						
1.	My business is organized as (you must check <u>one</u> of the boxes A. Sole Proprietorship (individual) B. Partnership C. Corporation	below):					
 You must check one of the boxes below: A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not sub Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195 C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance days of the contract award. 							
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	number of bo enter "0").	th full and part time employees other than yourself				
	Full Time Employees		Part Time Employees				
Nam	ne of Business	Federal ID (or) S	Social Security No.				
Addı		Telephone No.					
City	State		Zip + 4				
COVE	reby certify that the above information is true and correct. I agree erage during any of my present and future operations.	to notify the DI	NR of any changes that occur in factors affecting my				
Т	itle	Date	9				

GREEN CHAIR ASPEN (019-09-01) T43N, R25W, SEC. 15, NE1/4, NESE. MARQUETTE COUNTY

In response to the notice of sale to be held 3:00 p.m. on July 27, 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	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME* = VALUE
PULPWOOD			
Q. ASPEN	\$ 22.00/CORD	\$x	676.20 CORDS = \$
BALSAM FIR	\$ 17.15/CORD	\$x	255.50 CORDS = \$
W. SPRUCE	\$ 25.00/CORD	\$x	101.10 CORDS = \$
			SUBTOTAL 1 \$
In addition, the succe appraised price:	essful bidder agree	s to purchase the	following species at the
SPECIES PULPWOOD	APPRAISED PRICE	ESTIMATED	VOLUME* VALUE
MIX HARDWD	\$ 15.00/CORD	122.80	CORDS = \$ 1,842.00
		su	BTOTAL 2 \$ 1,842.00
	SUBTOTAL 1 +	SUBTOTAL 2 = T	OTAL BID VALUE \$
estimated volumes are	final and not sub	ject to adjustment	or minus (-) 8.01%. These Prospective bidders are urged quantity and quality.
vill be the basis to our vill be bid or the bid	determine total bid d form may be rejec ill be based upon m	value. All bids a ted. I also unders y past performance	t the individual unit bid price must be signed and all bid items tand that consideration and and ability to complete the ontrol.
(bidder's p	rinted name)	(bidder's si	gnature)
Address/Telephone _			

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



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

	An energian of the Ant 047, D.A. 4000 (Attended to Co.)					
	As required by Act 317, P.A. 1969 (Worker's Compensation) and F of Act 451 of 1994, as amended.	Part 525	Forest Area:			
	VERIFICATION OF WORKER'S DISABI	LITY COMPENS	ATION 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					
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you must check one of the boxes A. Sole Proprietorship (individual) B. Partnership	below):				
	C. Corporation					
2.	You must check <u>one</u> of the boxes below: A. I certify that my business is a sole proprietorship and if Worker's Compensation Laws	t has no employ	ees but the sole proprietor. I am r	not subject to the		
	 Worker's Compensation Laws. B.					
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	number of bot enter "0").	h full and part time employees oth	ner than yourself		
	Full Time Employees		Part Time Emp	oloyees		
lam	ne of Business	Federal ID (or) S	ocial Security No.			
ddı	ress	Telephone No.				
ity	State	()	Zip + 4			
_						
	reby certify that the above information is true and correct. I agree erage during any of my present and future operations. ignature of Owner or Authorized Representative	to notify the DN	R of any changes that occur in fact	ors affecting my		
Ti	itle	Date		· · · · · · · · · · · · · · · · · · ·		