



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:

MCFARLAND MAPLE / T44N, R23W, SEC. 29, SENW, NENW, SESW, SWSE.
T44N, R23W, SEC. 32, NENW, SENW, NWNE, SWNE.
MARQUETTE COUNTY (Appr. \$54,014.59)
SALE ACRES: 86

FERGIE HARDWOODS / T45N, R22W, SEC. 01, S1/2SW.
T45N, R22W, SEC. 12, NWNW, S1/2NW.
ALGER COUNTY (Appr. \$14,611.50)
SALE ACRES: 100

STACK GRADE MIX / T44N, R24W, SEC. 01, SWNE, N1/2SE, NESW.
MARQUETTE COUNTY (Appr. \$16,448.00)
SALE ACRES: 49.3

SALE DATE AND TIME: 3:00 p.m. on April 12, 2010.

GWINN

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, Michigan 49841, no later than 3:00 p.m. on April 12, 2010. 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. Preparation of Sealed Bids: Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
5. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
7. Down Payment: The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
8. Performance Security: As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
9. Timber Sale Contract: 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

MCFARLAND MAPLE (001-09-01)

A timber sale contract for this LUMP SUM SEALED 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:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
MIX HARDWD	2,113.10 CORDS	\$ 21.05/CORD

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

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
SUG. MAPLE	3.80 MBF	\$ 280.00/MBF
RED MAPLE	34.30 MBF	\$ 111.00/MBF
PULPWOOD		
Q. ASPEN	78.60 CORDS	\$ 25.45/CORD
B. POPLAR	5.60 CORDS	\$ 18.45/CORD
BALSAM FIR	52.60 CORDS	\$ 20.55/CORD
B. SPRUCE	60.20 CORDS	\$ 24.55/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 13.69 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 \$2,702.00, 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:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	12%
2	14%
3	22%
4	12%
5	12%
6	24%
7	04%
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.



TIMBER SALE MAP

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

Sale Number	Year
32-001-09-01	2009

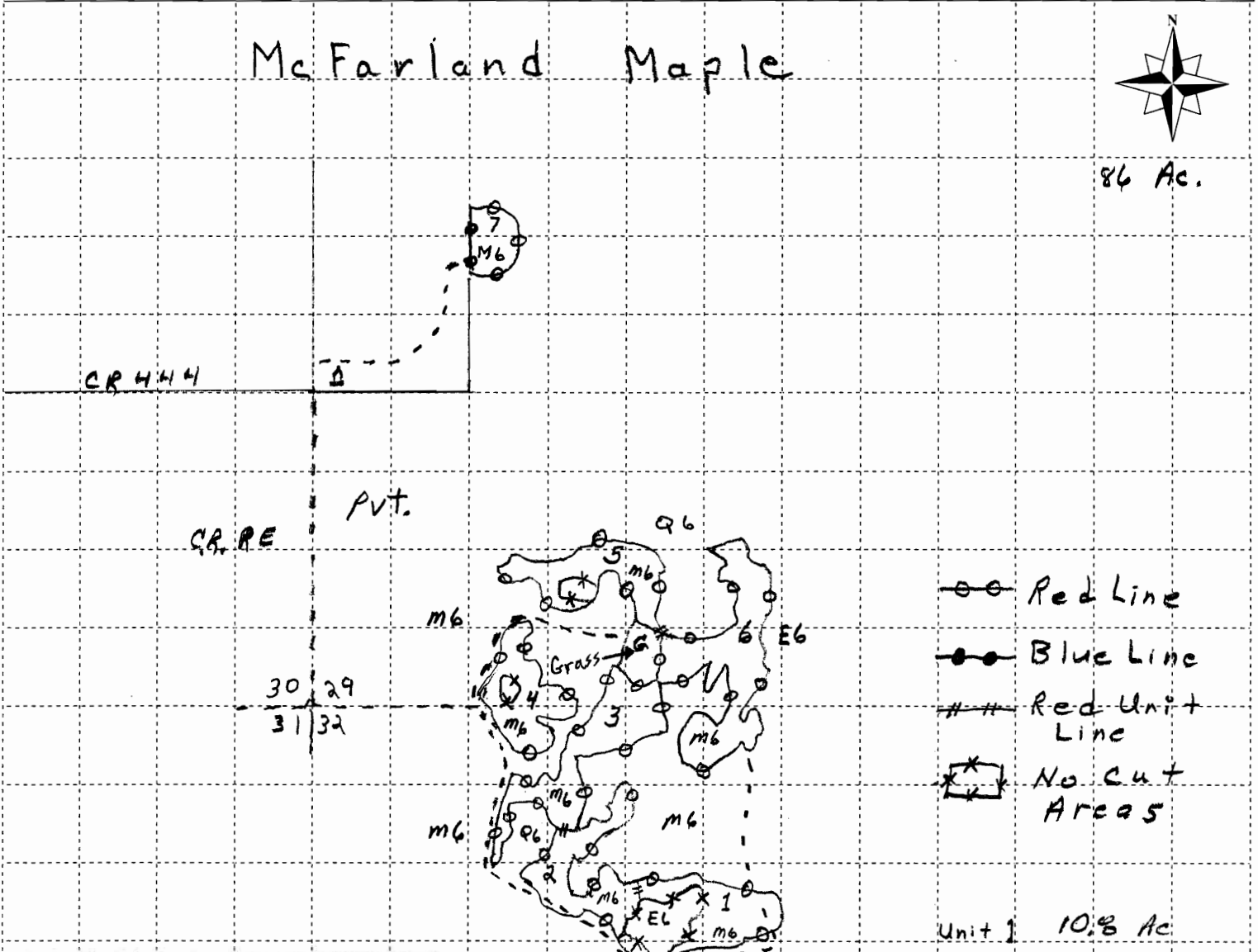
Forest Management Unit Gwinn	County Marquette	Mapped By J. Koski	Date 9/28/2009	Page 1	of 1
Township T44N	Range R23W	Section(s) and Subdivision(s) 29, SWSE, SENW, NENW, SESW, 32, NENW, SENW, NWNE, SWNE	Scale: [1/4 inches.....] = 1 mile		

Cover Type				Density	
A = Aspen	G = Grass	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	2 = Seedling Sapling Medium	7 = Saw Timber Poor
D = Treed Bog	L = Lowland Brush	R = Red Pine	X = Non Stocked	3 = Seedling Sapling Well	8 = Saw Timber Medium
E = Swamp Hdwoods	M = Mpl, Bch, Brch	S = Black Spruce	Z = Water	4 = Pole Timber Poor	9 = Saw Timber Well
F = Spruce Fir	N = Marsh	T = Tamarack			

McFarland Maple



84 Ac.



- Red Line
- Blue Line
- Red Unit Line
- No Cut Areas

Unit 1	10.8 Ac
Unit 2	12 Ac
Unit 3	18 Ac
Unit 4	10.6 Ac
Unit 5	9.8 Ac
Unit 6	20 Ac
Unit 7	4.8 Ac



Sale Specific Conditions & Requirements

Sale Name: Mcfarland Maple Sale Number: 32-001-09-01

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. Interior Payment Unit boundaries are marked with red // slash lines. No cut areas are marked with red X lines.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.7 - Leave tree marked unit(s) (12/08)

Within Payment Unit(s) 1-6, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except elm, hemlock, cedar, red and white pine, black cherry and trees marked with green paint above and below stump height. ALSO: do not cut in the retention areas marked with red X lines.

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 \$25 per sawtimber tree and \$5 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.

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 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 to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

5.2 - 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.

5.2.1.10 - No slash in openings (12/08)

No brush or logging debris is to be left on the maintained wildlife opening. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

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

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-7, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 1. This restriction is because of bark slippage.

FERGIE HARDWOODS (005-09-01)

A timber sale contract for this LUMP SUM SEALED 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:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
SUG. MAPLE	23.40 MBF	\$ 307.00/MBF
PULPWOOD		
MIX HARDWD	428.00 CORDS	\$ 15.90/CORD

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

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
RED MAPLE	2.60 MBF	\$ 145.00/MBF
BASSWOOD	.50 MBF	\$ 100.00/MBF
BLK CHERRY	.70 MBF	\$ 155.00/MBF
PULPWOOD		
BALSAM FIR	6.00 CORDS	\$ 14.50/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 20.69 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 \$731.00, 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:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	22%
2	08%
3	14%
4	23%
5	24%
6	09%

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, 2013.



TIMBER SALE MAP

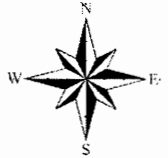
This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

Sale Number	Year
32-005	09

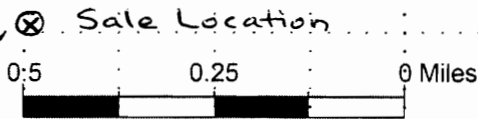
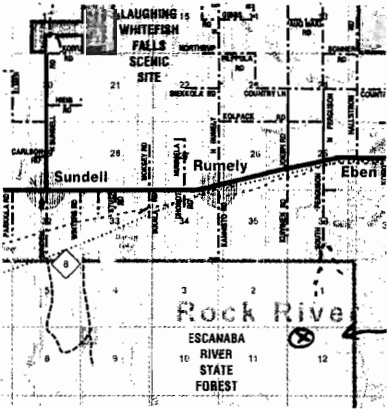
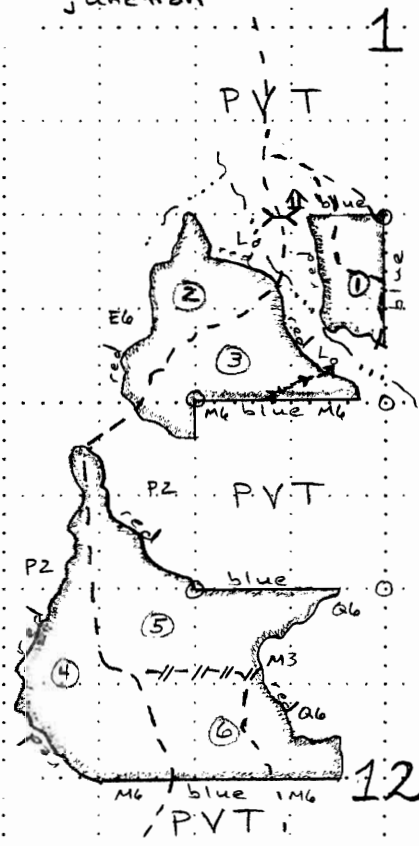
Forest Management Unit Gwinn		County Alger	Mapped By Sysol	Date 5/28/09	Page 1	of 1
Township 45N	Range 22W	Section(s) and Subdivision(s) 1 S 1/2 SW 12 NWNW, S 1/2 NW				
Cover Type				Density		
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwoods F = Spruce Fir	G = Grass H = Hemlock J = Jack Pine L = Lowland Brush M = Mpl. Bch, Brch 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 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	

Fergie Hardwoods

100 acres



~ 2 miles to
S. Ferguson/M-94
junction



- Sale Area (red, blue)
- Survey Monument
- Drainage
- Unit Number
- Poor Dirt Road
- Cabin
- Unit Line (double red slash lines down trail)
- Rock Barricade (restore after harvest)
- Seasonal Drainage (Unit 3)

Sale Specific Conditions & Requirements

Sale Name: Fergie Hardwoods Sale Number: 32-005-09-01

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. 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 for Unit(s) 2 - 6 are the trail roads as shown on map. The Unit boundary between Unit(s) 5 and 6 is marked with red double slash paint lines. Do not cut painted boundary line trees unless also marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 - 6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all balsam fir trees that are four (4) inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability.

2.2 - Utilization

2.2.4 - Skidding length (2/09)

Skidding of unlimbed tops or lengths over 17 feet is not permissible.

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1 - 6, all wood must be removed as roundwood. No chipping, including tree tops, is permitted.

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.

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (4/07)

Current blocked roads into the sale must be re-blocked to vehicle traffic upon completion of the sale. In general, this will require placing the existing rocks back into position to prevent vehicular traffic. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.1.12 - No new roads (12/08)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

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.

4.4 - Access

4.4.1 - Private property access (12/08)

Permission for access across private land is the responsibility of the purchaser. A copy of the written permission from the private landowner must be given to the Unit Manager prior to the beginning of operations. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

5 - Operations

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 (12/08)

Within Payment Unit(s) 1 - 6, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 15. This restriction is due to wet, saturated soils, potential root compaction and rutting, and bark slippage within the hardwood stand.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

5.4.6 - Wet area protection (3/09)

No harvesting operations, including skidding and felling, are to take place within the seasonal drainage located within the SE tip of Unit 3. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

No trees have been marked within buffered area of a RTH nest within Unit 3 (see spec. 5.4.6). 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.

STACK GRADE MIX (007-09-01)

A timber sale contract for this LUMP SUM SEALED 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:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
P. BIRCH	82.00 CORDS	\$ 17.90/CORD
Q. ASPEN	76.00 CORDS	\$ 21.50/CORD
BALSAM FIR	54.00 CORDS	\$ 17.55/CORD
B. SPRUCE	110.00 CORDS	\$ 19.85/CORD
MIX HARDWD	591.00 CORDS	\$ 17.00/CORD

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

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
B. POPLAR	12.00 CORDS	\$ 14.00/CORD

*The volumes are statistically estimated within plus (+) or minus (-) 13.54 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 \$826.00, 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:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	16%
2	28%
3	20%
4	18%
5	18%

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.



TIMBER SALE MAP


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

Sale Number	Year
32-007-09-01	2009

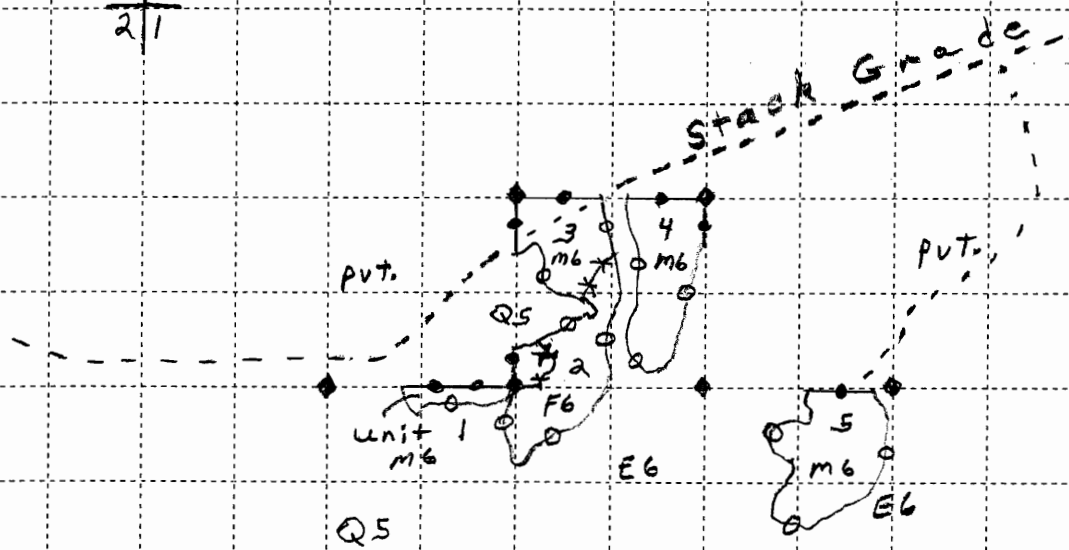
Forest Management Unit Gwinn	County Marquette	Mapped By J. Koski	Date 9/30/2009	Page 1	of 1
Township T44N	Range R24W	Section(s) and Subdivision(s) 01, SWNE, N1/2SE, NESW	Scale: [...4 inches.....] = 1 mile		





Cover Type				Density			
A = Aspen	G = Grass	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	2 = Seedling Sapling Medium	7 = Saw Timber Poor		
D = Treed Bog	L = Lowland Brush	R = Red Pine	X = Non Stocked	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl, Bch, Brch	S = Black Spruce	Z = Water	4 = Pole Timber Poor	9 = Saw Timber Well		
F = Spruce Fir	N = Marsh	T = Tamarack					

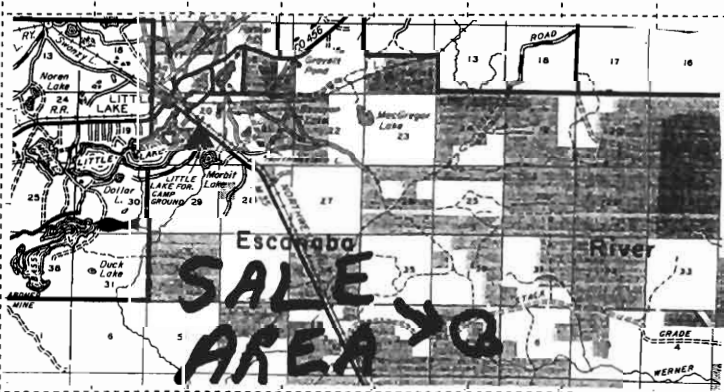
Stack Grade Mix


49.3 Ac

3536
21



-  Red Paint
-  Blue Paint
-  Red Unit Line
-  Registered Survey Corner



- Unit 1 4.4 Ac
- Unit 2 11.4 Ac
- Unit 3 8.9 Ac
- Unit 4 10.8 Ac
- Unit 5 13.8 Ac

Sale Specific Conditions & Requirements

Sale Name: Stack Grade Mix Sale Number: 32-007-09-01

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. Interior Payment Unit boundaries are marked with red X lines.

2 - Timber Specifications

2.1 - Included Timber

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

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

2.1.7 - Leave tree marked unit(s) (12/08)

Within Payment Unit(s) 1-4, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except elm, hemlock, cedar, red and white pine, black cherry and trees marked with green paint above and below stump height.

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 \$25 per sawtimber tree and \$5 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. Also no slash is to be left on Stack Grade.

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 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 to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

5.2 - 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.

5.2.2 - 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) 1-5, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of November 15 through November 30. This restriction is because of deer hunting season.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 1. This restriction is because of bark slippage.

MCFARLAND MAPLE (001-09-01)
 T44N, R23W, SEC. 29, SENW, NENW, SESW, SWSE.
 T44N, R23W, SEC. 32, NENW, SENW, NWNE, SWNE.
 MARQUETTE COUNTY

In response to the notice of sale to be held 3:00 p.m. on April 12, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME* = VALUE</u>
PULPWOOD			
MIX HARDWD	\$ 21.05/CORD	\$ _____ X	2,113.10 CORDS = \$ _____
			SUBTOTAL 1 \$ _____

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

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
SAWLOGS			
SUG. MAPLE	\$ 280.00/MBF	3.80 MBF	= \$ 1,064.00
RED MAPLE	\$ 111.00/MBF	34.30 MBF	= \$ 3,807.30
PULPWOOD			
Q. ASPEN	\$ 25.45/CORD	78.60 CORDS	= \$ 2,000.37
B. POPLAR	\$ 18.45/CORD	5.60 CORDS	= \$ 103.32
BALSAM FIR	\$ 20.55/CORD	52.60 CORDS	= \$ 1,080.93
B. SPRUCE	\$ 24.55/CORD	60.20 CORDS	= \$ 1,477.91
			SUBTOTAL 2 \$ 9,533.83

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____

*These volumes are statistically estimated within plus (+) or minus (-) 13.69%. 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, 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



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

**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.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.
- All information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

- My business is organized as (you **must** check one of the boxes below):
 - Sole Proprietorship (individual)
 - Partnership
 - Corporation
- You **must** check one of the boxes below:
 - I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
 - I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
 - I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
- If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

_____ Full Time Employees

_____ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. ()	
City	State	Zip + 4	

I 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.

Signature of Owner or Authorized Representative

Title

Date

FERGIE HARDWOODS (005-09-01)
T45N, R22W, SEC. 01, S1/2SW.
T45N, R22W, SEC. 12, NWNW, S1/2NW.
ALGER COUNTY

In response to the notice of sale to be held 3:00 p.m. on April 12, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
SAWLOGS				
SUG. MAPLE	\$ 307.00/MBF	\$ _____ X	23.40 MBF	= \$ _____
PULPWOOD				
MIX HARDWD	\$ 15.90/CORD	\$ _____ X	428.00 CORDS	= \$ _____
			SUBTOTAL 1	\$ _____

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

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>	
SAWLOGS				
RED MAPLE	\$ 145.00/MBF	2.60 MBF	= \$ 377.00	
BASSWOOD	\$ 100.00/MBF	.50 MBF	= \$ 50.00	
BLK CHERRY	\$ 155.00/MBF	.70 MBF	= \$ 108.50	
PULPWOOD				
BALSAM FIR	\$ 14.50/CORD	6.00 CORDS	= \$ 87.00	
			SUBTOTAL 2	\$ 622.50

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____

*These volumes are statistically estimated within plus (+) or minus (-) 20.69%. 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, 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



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

**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.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.
- All Information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check 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 it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
 - B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
 - C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full and part time employees other than yourself including family members and active partners (if none, you must enter "0").

_____ Full Time Employees

_____ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. ()	
City	State	Zip + 4	

I 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.

Signature of Owner or Authorized Representative

Title

Date

STACK GRADE MIX (007-09-01)
T44N, R24W, SEC. 01, SWNE, N1/2SE, NESW.
MARQUETTE COUNTY

In response to the notice of sale to be held 3:00 p.m. on April 12, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
PULPWOOD				
P. BIRCH	\$ 17.90/CORD	\$ _____ X	82.00 CORDS	= \$ _____
Q. ASPEN	\$ 21.50/CORD	\$ _____ X	76.00 CORDS	= \$ _____
BALSAM FIR	\$ 17.55/CORD	\$ _____ X	54.00 CORDS	= \$ _____
B. SPRUCE	\$ 19.85/CORD	\$ _____ X	110.00 CORDS	= \$ _____
MIX HARDWD	\$ 17.00/CORD	\$ _____ X	591.00 CORDS	= \$ _____
			SUBTOTAL 1	\$ _____

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

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
PULPWOOD			
B. POPLAR	\$ 14.00/CORD	12.00 CORDS	= \$ 168.00
		SUBTOTAL 2	\$ 168.00
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____			

*These volumes are statistically estimated within plus (+) or minus (-) 13.54%. 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, 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



FOR DEPARTMENT USE ONLY

**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.*

Sale or Permit No

Year:

Type:

Forest Area:

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.
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_____ Full Time Employees

_____ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. ()	
City	State	Zip + 4	

I 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.

Signature of Owner or Authorized Representative

Title

Date